City of Northfield

City Hall
801 Washington Street
Northfield, MN 55057
northfieldmn.gov

Meeting Agenda

Tuesday, April 21, 2026

6:00 PM

After Housing & Redevelopment Authority Meeting

Council Chambers

City Council

6:00 PM - CITY COUNCIL MEETING AGENDA

CALL TO ORDER

Mayor: Zweifel
Councilmembers: Beumer, Dahlen, Holmes, Ness, Peterson White, Sokup

OPEN PUBLIC COMMENT

Open Public Comment is intended to receive public comment on matters of City business and/or topics under the jurisdiction of the City Council. Individuals who would like to have a question addressed may write their question on the back of the comment card and an appropriate person will follow up with them at another time. If the topic relates to an item later in the agenda individuals may speak at this time if that is their preference. However, they will be unable to comment again later on the same agenda item.

Individuals who pre-registered may take one opportunity to address the Council for up to two (2) minutes. After all individuals on the sign-up list have spoken, other individuals may speak if time permits. Open Public Comment will conclude by 6:20 p.m.

APPROVAL OF AGENDA

PRESENTATIONS

1. 26-200 Mayor's Youth Council What I Love About Northfield Poster Contest Winner Presentation.

Attachments: 1 - What I Love About Northfield contest info
2 - What I Love About Northfield winning posters

2. 26-201 Presentation of Percent for the Arts Annual Report (2025).

Attachments: 1 - Percent for the arts annual report 2025
2 - Percent for the arts 2025 presentation
3 - Northfield-SheldahlFountain-ATReport (3)

3. 26-202 Quarterly Police Report, Quarter 1, 2026

Attachments: Stats Power Point 2026 - Q1

CONSENT AGENDA

The proposed consent agenda is included on the agenda and shown on the screens in the Council Chambers. The purpose of a consent agenda is to allow for routine motions, resolutions, ordinances, and items previously discussed with consensus made, to be passed with one motion. These items are still important and necessary considerations and full background memo and materials have been prepared and are publicly available on the website and in the Council Chambers. City Council Members have had the opportunity to ask questions for clarification of consent agenda items in advance of the meeting and have had the opportunity to request an item be moved to the regular agenda for further discussion.

4. 26-203 Consider Approval of April 7, 2026 City Council Meeting Minutes.

Attachments: 1 - 04-07-2026 Council Meeting Minutes

5. 26-204 Consider Approval of April 14, 2026 City Council Work Session Minutes.

Attachments: 1 - 04-14-2026 Council Work Session Minutes

6. 26-205 Consider Approving Disbursements totaling $1,342,645.20

Attachments: 1 - Disbursements
2 - Disbursements

7. Res. 2026-043 Consider Resolution Establishing an Ad Hoc City Investment Policy and Cash Management Advisory Working Group.

Attachments: 1 - Resolution Ad Hoc Investment and Cash Management Advisory Working Group

8. 26-206 Consider Approval of Mayoral Board and Commission Appointments.

Attachments: 1 - Board and Commission Redacted Applications

9. 26-207 Consider Approval of Mayoral Board/Commission Youth Appointments.

10. 26-208 Consider a motion approving the lower-potency hemp edible retailer application for Kwik Trip Inc. dba Kwik Trip #385, 500 Laurel Court.

Attachments: 1 - City Code Chapter 30 - Cannabis Retail Business Registration

11. Res. 2026-044 Approve application for premises permit for the Defeat of Jesse James Days Committee, Inc. at Taco Terco LLC.

Attachments: 1 - Resolution Premises Permit

12. 26-116 Consider Approval of MOU with Three Rivers Community Action/Hiawathaland Transit related to Transit Services in Northfield.

Attachments: 1 - MOU - Northfield 2026 v4 021726

13. 26-209 Consider Project Partnership Agreement with Army Corps of Engineers for Northwest Water Tower Grant.

Attachments: 1 - Northfield Section 219 Agreement Final
2 - Rendering 1
3 - Rendering 2

REPORTS FROM THE MAYOR AND COUNCILMEMBERS

14. 26-210 Reports From the Mayor and Council Members.

REGULAR AGENDA

The public will have an opportunity to address the City Council on the following regular agenda items. Individuals who pre-registered may take one opportunity to address the Council for up to two (2) minutes. After all individuals on the sign-up list have spoken, other individuals may speak. Persons must give their name and address and if representing a business must give the name of the business or corporation. If an attorney or consultant is representing a client, the client must be identified for the record.

The intent of the public comment is to receive information from the public. Individuals who would like to have a question addressed may write their question on the back of the comment card and an appropriate person will follow up with them at another time.

15. Res. 2026-045 Consider Resolution Approving a Purchase Agreement for the Acquisition of a Medical Clinic, a Taxable Subordinate Hospital Revenue Note, Series 2026C in Connection with Financing Such Acquisition, and Amended and Restated Indenture of Trust and Related Documents.

Attachments:
1 - City Council Resolution approving NH+C purchase of 1400 Jefferson Road
2 - FB1 Allina - NHC - Northfield Clinic Asset Purchase Agreement - Draft 4-15-26 90
3 - Northfield Hospital 2026 FIFTH AMENDED AND RESTATED INDENTURE
4 - March 3, 2026 City Council Meeting link (Abbott Presentation)
5 - NH+C FAQ Webpage link

16. 26-211 Preliminary Design Update - Phase II of the Northfield Skateboard Park Project.

Attachments:
1 - 260421 Skateboard Park Phase II
2 - 2026 Skateboard Park Phase II Project Process
3 - Skateboard Park Project Page

17. Res. 2026-046 Consideration of a Conditional Use Permit for Carleton College to Make Transportation Facility Improvements within the Perimeter Transition Area North of 1st St. E.

Attachments:
1 - Ex Parte Communication Policy
2 - SUPPLEMENTAL 1 -04-21-26 Supplemental Memo
3 - Resolution 2026-XXX
5 - SUPPLEMENTAL 1 - PC Resolution 2026-003
6 - SUPPLEMENTAL 1 - Presentation
7 - SUPPLEMENTAL 1 - Link to PC Presentation and Discussion 4-16-26
8 - SUPPLEMENTAL 1 - Updated Bus Route Maps
9 - SUPPLEMENTAL 1 - Applicant's Presentation 3-19-26
10 - SUPPLEMENTAL 1 - Traffic Memo and Counts
11 - SUPPLEMENTAL 1 - Applicant's Memo Re: Alternate Locations
11 - Carleton College Parking Study

ADMINISTRATORS UPDATE

18. 26-212 City Administrator's Update.

Attachments: 1 - Upcoming Council Items (04-15-26)

ADJOURN

Note: The City Council may take a five minute break during the meeting. All regular City Council meetings end at 9:00 pm unless a simple (4/7) majority of the City Council vote to extend the time.

SPECIAL NEEDS: If you require special services to attend or participate in a public meeting, please call the City's Administration Office at (507) 645-3001 or e-mail Lynette Peterson, City Clerk, at lynette.peterson@northfieldmn.gov. TDD users can call (507) 645-3030. Please call at least 24 hours before the meeting, if possible.

File #: 26-200, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council

From: Ben Martig, City Administrator

Mayor's Youth Council *What I Love About Northfield* Poster Contest Winner Presentation.

Action Requested:
None.

Summary
The Mayor's Youth Council (MYC)'s mission is to be a bridge between youth and local government and one of their biggest goals is to interact with youth.

The MYC created the design contest *What I Love About Northfield* to give youth in the community the chance to show what Northfield means to them through a place, an event, a memory, or anything else that they love about Northfield. Information on the contest is attached.

Mayor's Youth Council member Elizabeth McCormick and HCI Network Impact Coordinator Emily Culver will be in attendance to present certificates to the winners of the contest.

The following youth will be honored as winners of the contest. There posters are attached.

Kindergarten/Grade 1
1st Place Britta Matson, Spring Creek, grade 1

Grade 2/Grade 3
1st Place Cohen Brand, Bridgewater, grade 3
2nd Place Avery Nacey, Bridgewater, grade 2
3rd Place Deilianna Shoup, Greenvale, grade 3

Grade 4/Grade 5
1st Place Kaylen Dienst, Spring Creek, grade 4
2nd Place Lydia Orser, Spring Creek, grade 4
3rd Place Shaye Vrieze, Bridgewater, grade 4
4th Place Sasha Markofski, Bridgewater, grade 5
5th Place Nico Jugdeese, Spring Creek, grade 4

Financial Impacts:
N/A

Tentative Timelines:
N/A

Northfield Mayor's Youth Council "What I Love About Northfield" Design Contest (K-1)

Hello, We are the Mayor's Youth Council, and our mission is to be a bridge between youth and local government. One of our biggest goals is to interact with youth, like you!

We created this design contest to give you the chance to show what Northfield means to you! Maybe when you think of Northfield, you think of skating with your friends, perusing through downtown, or cozying up with a good book at the library. Whatever it is that you think of, we want to hear from YOU!

To create your submission, you will need to design a postcard that answers our prompt: show us what you love about Northfield! It can be a place, an event, a memory, or anything else that you love about Northfield.

You will draw your postcard in the rectangle on the back of this sheet.

Have a parent or guardian help you fill out the information below. When you have completed your design cut along the dashed line and turn the bottom half of this sheet in to your classroom teacher.

There will be prizes for 1st, 2nd, and 3rd place, and all posters are due **Tuesday, March 31.**

Student Name: _____ Student Grade: ____

School: _____ Teacher: _____

Parent Name: _____ Parent Phone #: _____

Parent Email: _____



Northfield Mayor's Youth Council "What I Love About Northfield" Design Contest (2-3)

Hello, We are the Mayor's Youth Council, and our mission is to be a bridge between youth and local government. One of our biggest goals is to interact with youth, like you!

We created this design contest to give you the chance to show what Northfield means to you! Maybe when you think of Northfield, you think of skating with your friends, perusing through downtown, or cozying up with a good book at the library. Whatever it is that you think of, we want to hear from YOU!

To create your submission, you will need to design a poster that answers our prompt: show us your favorite place in Northfield!

Have a parent or guardian help you fill out the information below. Create your design on a blank 8.5 x 11 inch (standard) sheet of paper. You can use any physical art form (ex: markers, crayons, oil pastels, colored pencils) to create your illustration. When you are finished, attach your design to this sheet of paper, with the information filled out, and hand it in to your classroom teacher.

There will be prizes for 1st, 2nd, and 3rd place, and all posters are due **Tuesday, March 31.**

Student Name: _____ Student Grade: ____

School: _____ Teacher: _____

Parent Name: _____ Parent Phone #: _____

Parent Email: _____

Northfield Mayor's Youth Council "What Northfield Means to Me" Design Contest (4-5)

Hello, We are the Mayor's Youth Council, and our mission is to be a bridge between youth and local government. One of our biggest goals is to interact with youth, like you!

We created this design contest to give you the chance to show what Northfield means to you! Maybe when you think of Northfield, you think of skating with your friends, perusing through downtown, or cozying up with a good book at the library. Whatever it is that you think of, we want to hear from YOU!

To create your submission, you will need to design a poster that answers our prompt: what does Northfield mean to you?

Have a parent or guardian help you fill out the information below. Create your design on a blank 8.5 x 11 inch (standard) sheet of paper. You can use any physical art form (ex: markers, crayons, oil pastels, colored pencils) to create your illustration. When you are finished, attach your design to this sheet of paper, with the information filled out, and hand it in to your classroom teacher.

There will be prizes for 1st, 2nd, and 3rd place, and all posters are due **Tuesday, March 31.**

Student Name: _____ Student Grade: ____

School: _____ Teacher: _____

Parent Name: _____ Parent Phone #: _____

Parent Email: _____

Northfield Mayor's Youth Council Northfield Design Contest (Middle School)

Hello,

We are the Mayor's Youth Council, and our mission is to be a bridge between youth and local government. One of our biggest goals is to interact with youth, like you!

We created this design contest to give you the chance to show what Northfield means to you! Maybe when you think of Northfield, you think of skating with your friends, perusing through downtown, or cozying up with a good book at the library. Whatever it is that you think of, we want to hear from YOU!

Imagine this: a movie is going to be made about Northfield, and it is your job to create the movie poster. The requirements are as follows:

1. **"Northfield" must be somewhere on the poster**
2. **You may use physical mediums or digital art**
3. **IT MUST BE YOUR OWN ORIGINAL WORK (NO AI)**

Have a parent or guardian help you fill out the information below. Create your design on a blank 8.5 x 11 inch (standard) sheet of paper OR if you create digital art, print it out on a blank 8.5 x 11 inch (standard) sheet of paper. When you are finished, attach your design to this sheet of paper, with the information filled out, and hand it in to the front office.

There will be prizes for 1st, 2nd, and 3rd place, and all posters are due **Tuesday, March 31.**

Student Name: _____ Student Grade: ____

School: _____ Teacher: _____

Parent Name: _____ Parent Phone #: _____

Parent Email: _____





THE NORTHFIELD




Northfield
Outback
Brary
Northfield
ice arena




northfield
is
home


Finest Flour!
AMES MILL
Robin's Egg
The Blog
Content
ids

NORTHFIELD MEANS to ME...

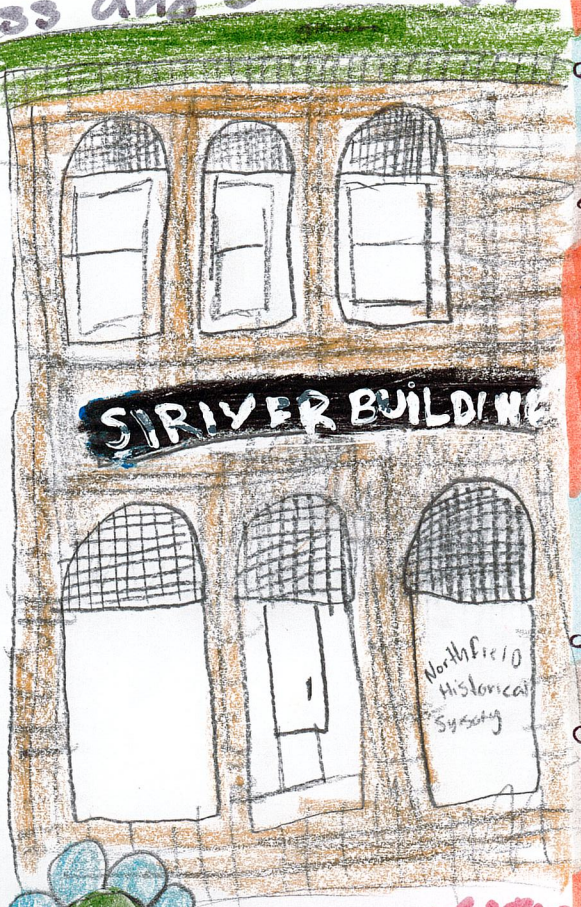
The city
NORTHFIELD
minnesota

Northfield = Safe enviorment equality of all people helpfulness, fairness and community.

COW, Colleges, and contentment

The city of northfield meands to me, hard working people, community, fairness equality, and fun opportunitys and a very safe town. It also means to me home, lots of memories like getting hot buttery popcorn or going to Rock 'n Roll Revival.

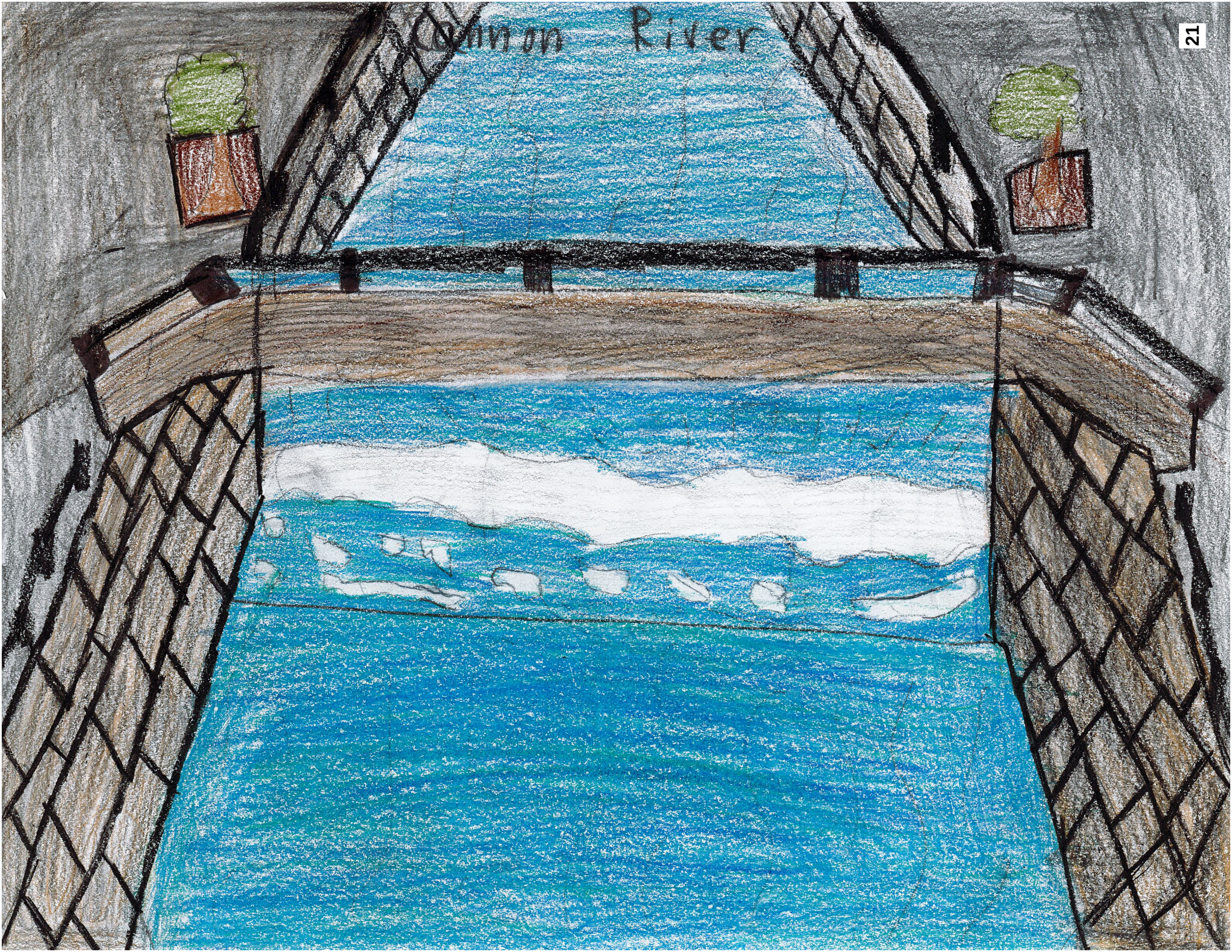






NORTHFIELD = FUN!

Safe equality helpful fairness community fun equality fairness community fun equality helpful fun


Canyon River

File #: 26-201, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Natalie Draper, Library Director

Presentation of Percent for the Arts Annual Report (2025).

Action Requested:
The Northfield City Council receives a presentation on the Percent for the Arts Program Annual Report.

Summary Report:
One of the most important goals of the Northfield Cultural Plan, adopted by the City in 2019, was the adoption of a Percent for the Arts Ordinance in order to provide sustainable funding for public art in Northfield and to ensure that art will have a place in public spaces throughout the city. On March 2nd, 2021 Northfield City Council approved this ordinance which requires all budgets for eligible city capital improvement projects include an amount equal to 1% of the projected construction costs that is to be used for public art.

The ordinance requires an annual report to be provided no later than March which shall include at least the following:

a. a description of the artwork completed, obtained or commenced in the previous year;

b. a description of the city Capital Improvement Projects designated for inclusion of public art by the city council in the upcoming year and of the funding source; and

c. a budget for the income and expenditures for such city Capital Improvement Projects.

This annual report (attachment 1) and presentation (attachment 2) compiles and presents projects that were initiated and/or completed in 2025.

Also attached: Conservator report for Sheldahl Anniversary Fountain (attachment 3).

Northfield Arts Guild Executive Director Michael Johnson will also be in attendance for the presentation.

Alternative Options:
Not Applicable

Financial Impacts:
Not Applicable

Tentative Timelines:

THE CITY OF
NORTHFIELD
MINNESOTA
ESTD 1855



Arts and Culture Commission

Percent for the Arts
2025 Annual Report

Background

One of the goals of the Northfield Cultural Plan, adopted by the City in 2019, was the adoption of a 1% for the Arts Ordinance in order to provide sustainable funding for public art in Northfield and to ensure that art will have a place in public spaces throughout the city. In 2021, Northfield City Council approved this ordinance which requires all budgets for eligible capital improvement projects include an amount equal to 1% of the projected construction costs that is to be used for public art.

Once funding has been established, a volunteer Public Art Review Committee (PARC) is convened, typically consisting of community members and relevant stakeholder groups, a city official from the sponsoring agency, and representatives from the Northfield Arts Guild. The site requirements and the nature of the community are seriously considered when the PARC makes its recommendations to staff for final approval of the selected artwork.

A small investment with significant benefit, planning for public art can play a synergistic role in achieving goals laid out by other plans adopted by the city. As a part of the City's Strategic Plan, tourism is enhanced by way of arts and cultural events that bring people to Northfield. Over 170,000 people attend arts and culture events in Northfield every year. The Comprehensive Plan and Downtown Streetscape plan call for public art in prominent locations as an attraction for visitors. Public art can be a valuable tool to spur economic development in a variety of ways.

The Arts and Culture Commission, established in 2006, was phased out at the end of 2025. The Northfield Arts Guild now serves as a Local Arts Agency (LAA) on a year-year basis to assist the City in coordinating public art projects.

Expenditures

2025 PROJECTS	COST
Bridge Square (sculpture restoration and maintenance).....	$28,030.00
Ice Arena (concept).....	$4,500.00
Downtown murals.....	$45,000.00
Archer House site fence mural.....	$20,860.50
Local Arts Agency fees.....	$10,000.00
Total in 2025.....	$108,390.50

Fund balance (as of March, 2026): $174,666.38

Planned projects in 2026:

- Ice Arena wall mosaic
  - installation late summer 2026
- Downtown placemaking
- murals, Young Sculptors Project

$2.2 million dollars are generated by nonprofits in the arts and culture sector each year in Northfield; 59 FTE jobs are supported by the nonprofit arts and culture sector; Over 500 volunteers participate at organizations supporting arts and culture; over 170,000 people attend arts and culture events every year; 80% of the audiences are local. For every dollar invested in non-profit arts, $5 is returned to the local and state economies. (Americans for the Arts, Arts and Economic Prosperity 2019)



KCI Conservation
“Anniversary Fountain” Restoration
“Harvest” Graffiti removal and cleaning

After more than 40 years, the fountain sculpture needed more than a thorough cleaning. In addition to the fountain, KCI also cleaned and removed graffiti from Harvest, another Ray Jacobsen sculpture on the Riverwalk.



Downtown Murals
Dan Toro and Natasha May Platt

Dan Toro of Laramie Wyoming was one of many artists from around the country who responded to our summer call for downtown murals. He worked with Loon Liquors owners to refine the concept which honors the history of milling in Northfield. The mural faces west and is best viewed in the afternoon at the “golden hour”.

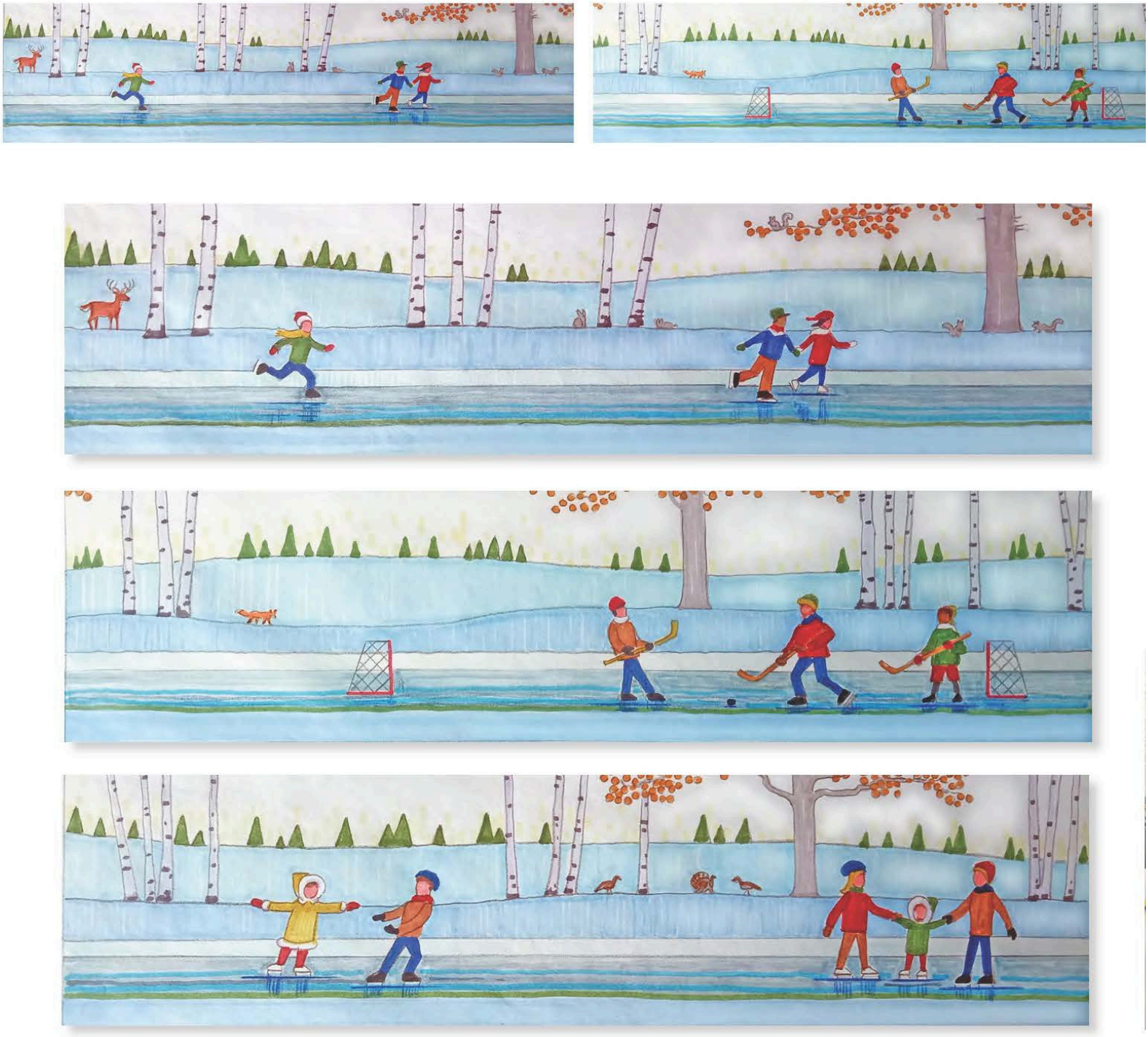
Natasha May Platt (pictured next page) came from South Dakota and created a wraparound mural for a graffiti-prone space under the pedestrian bridge. The mural depicts the natural and historic beauty of the Cannon River.


@surfaceofbeauty



Rocky Casillas Aguirre
Archer Site fence mural

Rocky Casilllas Aguirre created a 170 foot long digital mural which was printed on 70/30 mesh for durability and mounted to the construction fencing surrounding the former site of the Archer House. The mural depicts Rocky's beloved characters on a bookshelf, engaging with more than 100 books, all written by Northfield authors.



Ice Arena Mosaic
Artists' concept drawing for mosaic installation
Michael Sweere

The concept, approved by a majority of PARC members with representatives of the Hockey Association being on the majority side of the vote, features youth engaged in skating and hockey. The final piece will be approximately 9 x 120 feet, the linear nature lending itself well to depictions of skating on a frozen river. It will be rendered in sustainably sourced tile and fabrication will involve community participation.

Support and Partners

Friends of Downtown Northfield
Southeastern Minnesota Arts Council
Minnesota State Arts Board
Northfield Public Library
Public Art Review Committee volunteers
Communications & Human Resources Department
Northfield Arts Guild
Public Works Department staff, with special thanks to Jayson Dwelle, Andrew Prytz, Cole Kavitz, Andrew Tussing, and their teams

Arts and Culture Commission Members

- Paula Granquist
- Martha Anderson
- Kate Woodstrup
- Leah Rich
- Amanda Wigley
- Anna Lisa Rustad
- Michael Johnson
- Kaia Markofski
- Emerson Carlson
- Kyla Theiling
- Victoria Hemmah

Staff liaisons

- Natalie Draper
- Becky Novotny

NORTHFIELD ARTS AND CULTURE COMMISSION
1% FOR THE ARTS

Report prepared by Natalie Draper, ACC logo by Steve Maus

THE CITY OF
NORTHFIELD
MINNESOTA
ESTD 1855

Arts and Culture Commission

Percent for the Arts
2025 Annual Report



Fountain Restoration



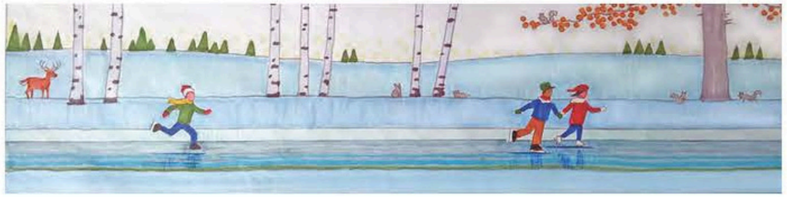
Loon Building mural | Dan Toro



Pedestrian Bridge mural |
Natasha May Platt

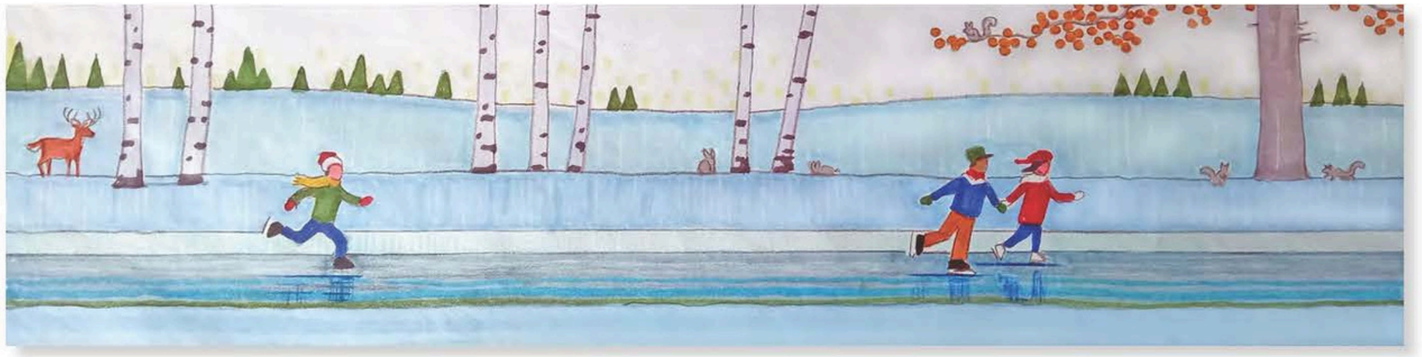


Archer site fence mural | Rocky Casillas Aguirre













Concept #1

"Skating on the River"

A winter afternoon spent skating on the Cannon River.

Each section of the mural has an animal visitor.

Looking closer you'll find a deer and a fox.

There's also rabbits, squirrels and wild turkeys.



Ice Arena art installation | Mike Sweere



Ice Arena art installation | Mike Sweere

2025 Projects

PROJECTS	COST
Bridge Square (sculpture restoration and maintenance):	$28,030.00
Ice Arena (concept):	$4,500.00
Downtown murals:	$45,000.00
Archer House site fence mural:	$20,860.50
Local Arts Agency fees:	$10,000.00
	Total in 2025: 108,390.50

Upcoming Projects

- **Fund balance (as of March 1st, 2026): $174,666.38**
  - fund balance does not include Ice Arena budget
- **Anticipated projects in 2026:**
  - Ice Arena wall mosaic
    - community participation through artist-led mosaic workshops at Arts Guild
    - anticipated installation late summer 2026
  - Downtown placemaking
    - murals, Young Sculptors Project

KCI Conservation - Sculpture & Object Conservators
2220 Bayard Ave. - St. Paul, MN 55116 - 612.564.3176 - kciconservation.com

TREATMENT REPORT

Client Name: City of Northfield Arts and Culture Commission
Contact Info: Natalie Draper, Library Director
Northfield Public Library
210 Washington Street
Northfield, MN 55057
507-645-1801

Object/Title: Sheldahl Anniversary Fountain
Artist: Raymond Jacobson
Object Date: 1980
Materials: phos-copper and copper; painted concrete basin
Location: Bridge Square, Northfield, MN

TREATMENT UNDERTAKEN

1. Examined, photodocumented, and wrote Condition Report and Treatment Proposal.
2. The City drained the fountain before the treatment began.
3. Consulted historic photographs to understand the appropriate appearance of the fountain.
4. Packed supplies and traveled to and from site for multiple visits.
5. Washed the fountain sculptures overall with soft brushes to remove dirt and accretions.
6. Removed the grates and cleared out debris. There were dozens of coins encrusted with minerals inside the grates around where the water comes out.
7. We inscribed the grates with a number on their undersides to easily match with the appropriate sculpture. The sculpture was also inscribed with a number in a location that is hidden by the grate when it is installed.
8. One grate cracked at the site of a previous repair. This was welded closed at our shop.
9. The old mild steel screws were very rusted and could not be re-used. New stainless steel screws were procured.
10. Removed mineral crust and active corrosion from sculptures and grates mechanically, saving as much of the current patina as was possible.
11. Prepared the surfaces for a new patina using abrasive hand pads and wire wheels.
12. Warmed the sculptures and grates with a propane torch and applied patina chemicals to achieve a close match to the artwork's intended appearance.
13. The patina chemicals were rinsed and reapplied to achieve the desired surface coloration.
14. Completed a final rinse of the patina chemicals with distilled water.
15. Warmed the sculptures and grates again with a propane torch and applied clear paste wax overall.
16. In small local areas, brown wax was used to help reintegrate the surfaces.

17. Allowed the sculptures and grates to cool and buffed them.
18. Then, applied a coat of cold paste wax and buff.
19. Reattached the grates with the new hardware. One screw hole was stripped and needed a tapped stainless steel insert to be able to receive the new screw.
20. Photodocumented after treatment; wrote Treatment Report with brief Maintenance Plan.



Figure 1. Red areas are copper under the phos-copper

TREATMENT NOTES

- During treatment we discovered that the fountain was made from copper sheets that had phos-copper braising rod dripped on top of them. In some areas there is no phos-copper, and this creates natural areas of red copper showing through the otherwise brown patina. See figure 1.

  This fabrication technique was common in the mid-20th century and was notably used by Harry Bertoia among others. This technique was used to create the textured areas of the fountain. The smooth areas are made from copper sheet.



Figure 2. Original cracks from fabrication

- There are hundreds of surface cracks in the phos-copper layer of the sculpture. These are original and due to the fabrication method. They are stable and not a problem but could appear alarming to someone who is not familiar with this artwork. See figure 2.

- Some of the smooth copper valleys in the sculptures have dark lines, which are original welds in the surface. The copper panels are joined with a different alloy (probably phos-copper) that cannot look the same as the copper itself. See figure 3.



Figure 3. Visible, original weld on copper sheet

FURTHER RECOMMENDATIONS

- The City should repaint the fountain basin. Care must be taken to mask off the sculpture so new paint does not get slopped onto its edges.
- Install mineral filters to reduce the amount of mineral crust buildup each year. Change the filters regularly.

- If the fountain recirculates water, fully drain the fountain and refill with fresh water, 2-3 times each summer to keep the mineral content from increasing as water evaporates.
- Open up the plumbing at the base of each form and clear out accumulation of coins and debris.

Prepared by Conservator: Laura Kubick **Report Date:** 6/30/2025

SELECTED PHOTOS

Before Treatment





After Treatment





Before Treatment



After Treatment



KCI Conservation - Sculpture & Object Conservators
2220 Bayard Ave. - St. Paul, MN 55116 - 612.564.3176 - kciconservation.com

SHELDAHL ANNIVERSARY FOUNTAIN MAINTENANCE PLAN

Object/Title: Sheldahl Anniversary Fountain
Artist: Raymond Jacobson
Object Date: 1980
Materials: copper alloy fountain, painted concrete basin
Location: Bridge Square, Northfield, MN

Prepared by Conservator: Laura Kubick
Report Date: 6/30/2025

Annual Inspection:
The sculpture fountain should be examined by a conservator to assess and record the condition. The inspection should note structural and surface issues and include photography. Any new condition problems would be recorded and proposals for treatment should be made at that time.

Annual Cleaning:
Sculpture fountains are inherently high-maintenance to keep in good condition. *At a minimum*, the fountain should be cleaned annually to remove new corrosion, mineral crust, bird droppings, food spills, and other grime from the public. The wax coating should also be refreshed annually to prevent deterioration and to ensure that the mineral crust forms over a wax coating rather than attaching itself directly to the metal. If the mineral crust attaches to the metal, it cannot be removed without damaging the patina.

Annual Maintenance Procedure:

1. Fountain Pool must be drained. Leaves and other debris should be removed from the basin.

2. Rinse entire sculpture to flush off abrasive particles, and debris with low pressure water from a hose and mild detergent.

3.. Wash the sculpture with a detergent, such as Orvus WA Paste and brushes.

4. Use picks and plastic scrapers to remove stubborn accretions of mineral crust.

5. Rinse the sculpture and base with plain hose water.

6. Dry the sculpture with soft towels to prevent water spotting

7. Thin old wax layer by gently wiping the clean sculpture with mineral spirits on clean all-cotton rags or Webril cotton pads.

8. A conservation firm should heat sculpture minimally with a torch; apply a thin, uniform layer of paste wax, such as Mohawk Blue Label Paste Wax, with natural bristle brushes.

9. Allow sculpture to cool completely and then buff with clean cotton cloths or a horse-hair shoe buffing brush.

10. Then, another layer of paste wax should be applied cold.

11. Buff the fresh wax layer with shoe brushes and cotton rags.

Estimate Time to Perform Annual Maintenance: 6 - 8 hours for 4 people

Estimated Cost for a Conservation Firm to Perform Work: $2,610 - $3,500

Graffiti and Vandalism:
In the unlikely event that there is graffiti, scratchiti, or other vandalism call Laura Kubick (612-564-3176) or another Sculpture Conservator immediately for advice. Email us a photo so that we can identify the correct solvent or gel mixture that is needed. (Markers, spray paint and paint markers each require a slightly different approach, and this is why the photo will be so helpful to us. Cell phone photos are fine.) NEVER remove graffiti by scrubbing or rubbing with anything unless a conservator has been consulted. A conservator can suggest safe chemicals and safe methods that will allow the graffiti to be removed without harming the sculpture. Often, we can recommend a safe treatment for you to undertake yourselves. Other times we may recommend that we come out to do the treatment.

File #: 26-202, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Jeff Schroepfer, Police Chief

Subject:
Quarterly Police Report, Quarter 1, 2026

Action Requested:
The Northfield City Council will receive the quarterly report from the Police Chief on public safety activity in Northfield during the first quarter of 2026.

Summary Report:
The Police Chief will present the quarterly report for Quarter 1, 2026, which covers the time period of January 1, 2026 to March 31, 2026. The attachments included in this item show the calls for service in Group A crimes (more serious) and Group B crimes (less serious) as classified by the FBI NIBRS crime index.

National Incident Based Reporting System (NIBRS). National Incident-Based Reporting System is an incident-based reporting system used by law enforcement agencies in the United States for collecting and reporting data on crimes. Local, state and federal agencies generate NIBRS data from their records management systems and report this information to the FBI.

The intent of this report is to give a quarterly update to the City Council on public safety statistics and information as well as news of events and happenings involving your police department. A brief presentation will be given along with a copy of the presentation in the council agenda materials.

This information will assist the Police Department in meeting the goals of transparency in the work the officers do and the types of calls for service that occur in the city. This data compliments the data available on the Community Crime Map on the police webpage. <https://www.northfieldmn.gov/1432/Crime-Map>

The Police Chief strongly believes an informed community is a safer community and this information allows for community members to make informed decisions on their personal safety.

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
Ongoing Quarterly Reports



Northfield Police Department

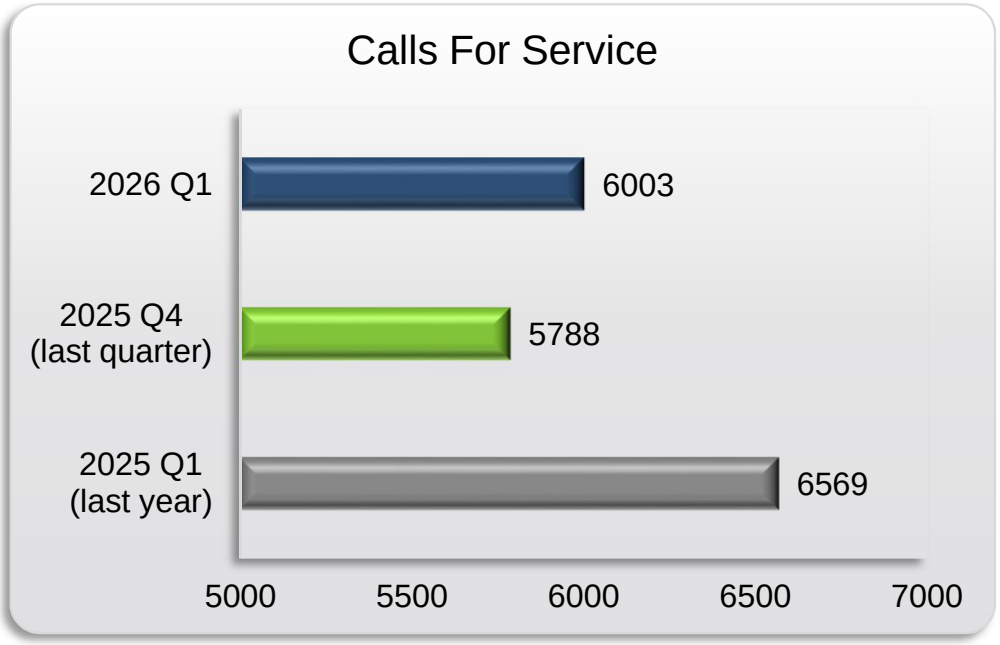
2026 – 1st Quater Statistics

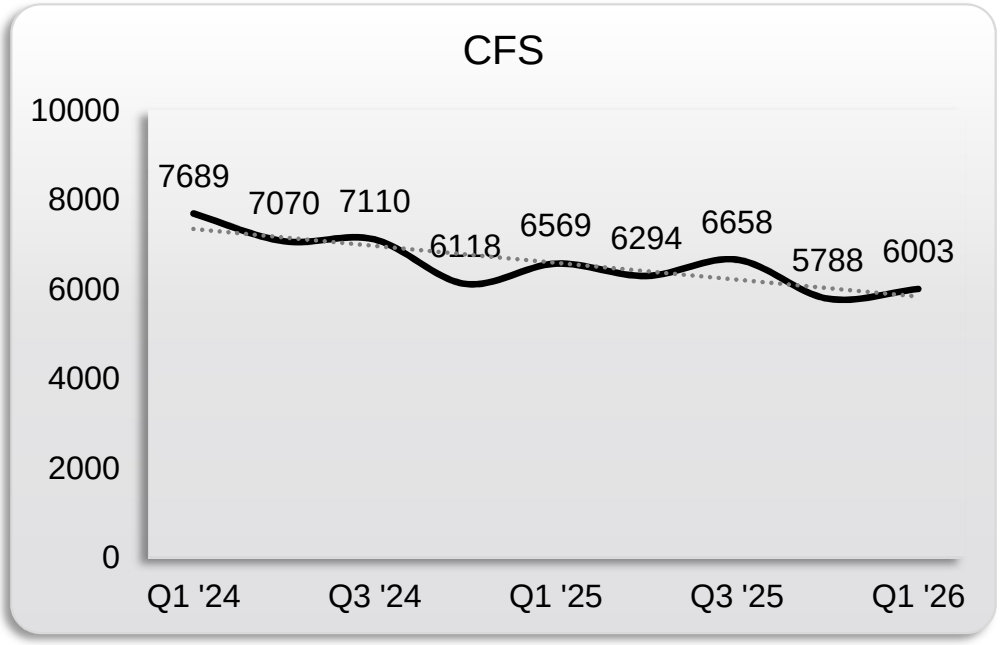
Overview

- Calls for Service
- Group A Crimes
- Group B Crimes
- Noteworthy Events



CFS - 2026 Q1

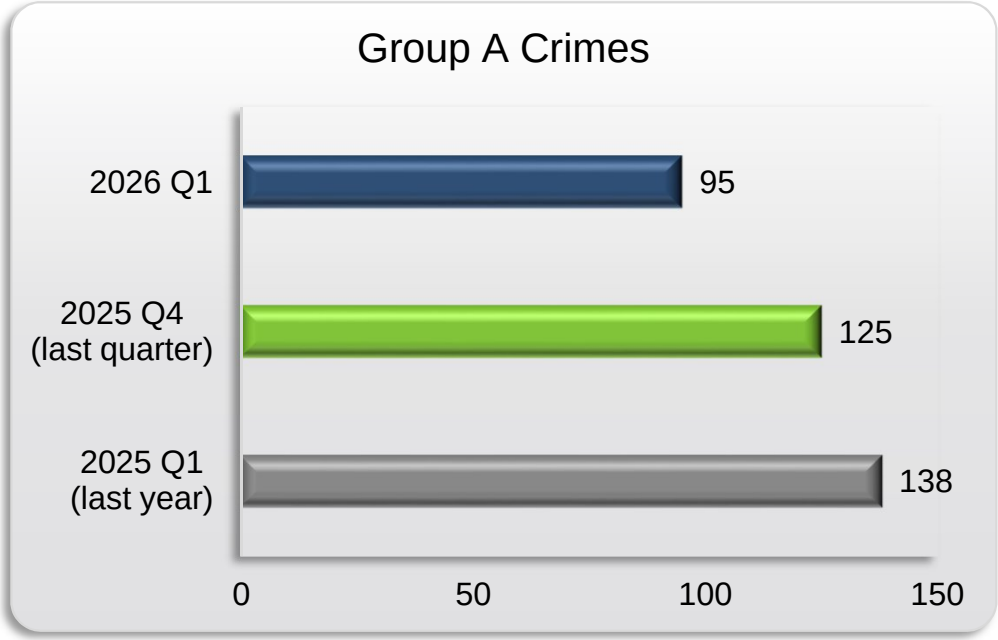

Calls For Service
2026 Q1
6003
2025 Q4
(last quarter)
5788
2025 Q1
(last year)
6569
5000
5500
6000
6500
7000

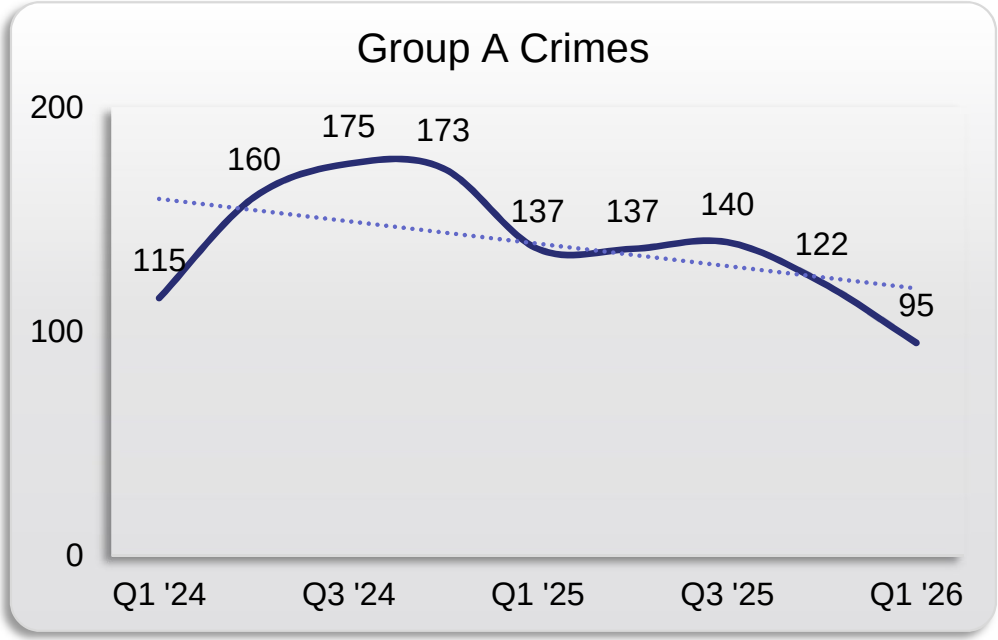

CFS
10000
8000
6000
4000
2000
0
7689
7070
7110
6118
6569
6294
6658
5788
6003
Q1 '24
Q3 '24
Q1 '25
Q3 '25
Q1 '26

Group A Crimes

- Animal Cruelty
- Arson
- Assaults
- Bribery
- Burglary / Breaking & Entering
- Counterfeiting / Forgery
- Property Damage
- Drug / Narcotic Offenses
- Embezzlement
- Extortion / Blackmail
- Frauds
- Gambling Offenses
- Homicides
- Human Trafficking
- Kidnapping / Abduction
- Larceny / Theft
- Motor Vehicle Theft
- Pornography / Obscene Material
- Prostitution Offenses
- Robbery
- Sex Offenses
- Stolen Property Offenses
- Weapon Law Violations

Group A Crime – 2026 Q1



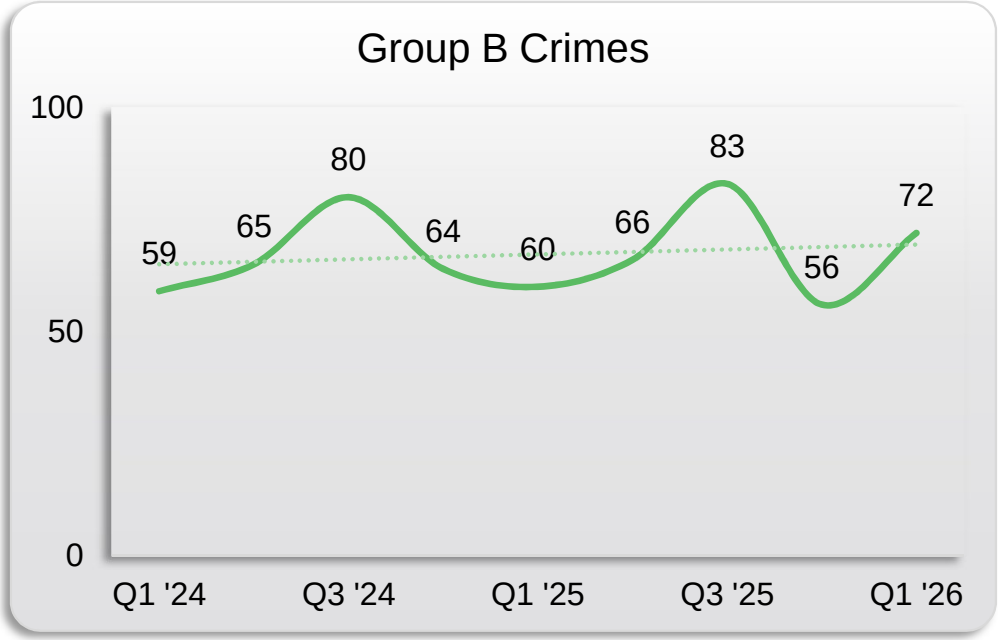


Group B Crimes

- Bad Checks
- Curfew / Loitering / Vagrancy
- Disorderly Conduct
- DWI
- Drunkenness
- Family Offenses (nonviolent)
- Liquor Law Violations
- Peeping Tom
- Trespass
- All Other Offenses

Group B Crime – 2026 Q1





Noteworthy – January 8th

Cub Scout Donation



Sgt Kohn and Officers Eschenbach and Klobe accepted the Hero’s & Helpers Donation from the local Cub Scouts.



Noteworthy – February 6th

DARE School Graduation



On February 5, Officer Kenna Eschenbach proudly graduated from DARE Officer School!

congratu
ations!

Noteworthy – March 16th

Conversation, Cops & Coffee



FiftyNorth hosted the Police Department for our first-ever Conversation, Cops, and Coffee / Coffee with a Cop event. Officer Murphy, Sergeants Kramer and Jandro, Deputy Chief Haider and Chief Schroepfer enjoyed the company on that wintery day!



Note

Cit

6

k Y

officers came to my house in response to a call [redacted]

I want you to know that I was so impressed with how patiently, professionally, and kindly they handled the situation.

3-22-2026

Dear Northfield Police Department,

On Friday, afternoon 3 officers came to my house in response to a call [redacted]

I want you to know that I was so impressed with how patiently, professionally, and kindly they handled the situation. Especially in being bothered by such a trivial matter.

You are masters at de-escalating attitudes. And even though I didn't ask for help - I am very thankful for you 3! I'm sorry I can't remember your names.

I think you're the best, and I'm thankful for our Northfield Police Department!

Especially in being bothered by such a trivial matter.

You are masters at de-escalating attitudes. And even though I didn't ask for help - I am very thankful for you 3! I'm sorry I can't remember your names.

I think you're the best, and I'm thankful for our Northfield Police Department!

Dear Chief Schroepfer:

I apologize for imposing upon your time and attention. However, I wanted to convey my appreciation to two of your fine officers.

We have lived in Northfield now for ten years, and our only contact with any of your officers has been limited to meeting them in a retail establishment or seeing them involved in one of Northfield's many cultural events.

However, on Friday, 6 March, my wife had a medical emergency which required contacting 911

Dear Chief Schroepfer:

I apologize for imposing upon your time and attention. However, I wanted to convey my appreciation to two of your fine officers.

We have lived in Northfield now for ten years, and our only contact with any of your officers has been limited to meeting them in a retail establishment or seeing them involved in one of Northfield's many cultural events.

However, on Friday, 6 March, my wife had a medical emergency which required contacting 911 and calling for an ambulance to Northfield Hospital. Within 2 or 3 minutes of calling 911 Officer Murphy arrived. I must express how impressed we were with his consideration, compassionate and expert assistance. He was shortly joined by Office Bart (I apologize if I have confused his name) and the EMS crew.

In a time where law enforcement personnel have such difficult assignments and responsibilities and are often unappreciated or underappreciated, I wanted to recognize them personally with this letter for their considerate and compassionate attendance to our medical emergency. The Northfield community should feel pride in having such professional and considerate individuals with the Northfield Police Department. My wife and I certainly do.

What’s on the horizon?



New badges!

- Legislature adopted a new State seal in May 2024
- Current badges have retired State seal on them & must update
- Went to an anniversary badge in 2025 for our 150th Anniversary
- Just received samples of the new badge, production soon
- Covered in current budget, no additional council action

What's on the horizon?

C.E.R.T

Creation of CERT

- Community Engagement and Recruitment Team
  - Youth engagement / mentorship
  - Community events
  - Outreach programs
  - Business relationships / partnerships
  - Safety initiatives
  - Recruitment

NORTHFIELD
POLICE DEPARTMENT



File #: 26-203, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Lynette Peterson, City Clerk

Consider Approval of April 7, 2026 City Council Meeting Minutes.

Action Requested:
The City Council is asked to consider approval of the of April 7, 2026 City Council Meeting Minutes.

Summary Report:
N/A

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
N/A

City of Northfield

Meeting Minutes - Draft
City Council

City Hall
801 Washington Street
Northfield, MN 55057
northfieldmn.gov

Tuesday, April 7, 2026 | **6:00 PM** | **Council Chambers**

6:00 PM - CITY COUNCIL MEETING AGENDA

CALL TO ORDER

Mayor Zweifel called the meeting to order at 6:00 p.m.

Present: 7 - Council Member Brad Ness, Council Member Kathleen Holmes, Council Member Davin Sokup, Council Member Jessica Peterson White, Council Member Chad Beumer, Council Member Peter Dahlen, and Mayor Erica Zweifel

Also present: City Administrator Ben Martig, Public Works Director/City Engineer David Bennett, Streets and Parks Manager Andrew Tussing, Police Chief Jeff Schroepfer and City Clerk Lynette Peterson.

OPEN PUBLIC COMMENT

None.

APPROVAL OF AGENDA

A motion was made by Council Member Sokup, seconded by Council Member Ness, to approve the agenda. The motion carried by the following vote:

Yes: 7 - C. Ness, C. Holmes, C. Sokup, C. Peterson White, C. Beumer, C. Dahlen, and Mayor Zweifel

PRESENTATIONS

1. 26-170 Presentation from Earth Day Steering Committee.

Mary Jo Christofaro, Earth Day Steering Committee, presented to the Council regarding the Earth Day celebration in Northfield. Sarah Fortner, member of the Steering Committee was also present. Christofaro gave background on the Earth Day Committee, went through the schedule of events for the celebration and thanked the sponsors of the event.

CONSENT AGENDA

A motion was made by Council Member Ness, seconded by Council Member Beumer, to approve the Consent Agenda. The motion carried by the following vote:

Yes: 7 - C. Ness, C. Holmes, C. Sokup, C. Peterson White, C. Beumer, C. Dahlen, and Mayor Zweifel

2.	26-171	Consider Approval of March 17, 2026 City Council Meeting Minutes.
3.	26-172	Consider Approving Disbursements totaling $4,463,488.61
4.	Res. 2026-037	Consider Resolution Proclaiming April 25, 2026 as Earth Day in Northfield.
5.	26-173	Approve miscellaneous/concessions license for Northfield Youth Baseball Association at Sechler Park.
6.	26-174	Consider Approval of a Temporary Liquor License for Imminent Brewing, LLC dba Imminent Brewing for May 16, 2026 at the Heywood Ride.
7.	26-175	Consider Approval of a Temporary Liquor License for The Meetinghouse LLC dba Chapel Brewing for June 18, 2026 for the Friends of Downtown Northfield Third Thursday Event.
8.	26-176	Consider a motion approving the lower-potency hemp edible retailer renewal application for City of Northfield dba Northfield Liquor Store, 116 5th Street West.
9.	26-177	Consider a motion approving the lower-potency hemp edible retailer renewal application for Tobacco Field Inc. dba Tobacco Field, 1100 Highway 3 South.
10.	Res. 2026-038	Consider Resolution Approving the Transfer of Funds from the Housing and Redevelopment Authority to the Housing Trust Fund Related to Meet Matching Requirements of the State of Minnesota Local Housing Trust Fund Grant.
11.	Ord. 1092	Consideration of Second Reading of Ordinance 1092 Amending Northfield City Code, Chapter 74-Taxation (Related to Allowing Lodging Tax Administrative Collection Responsibilities to Be Transferred from the City Finance Department to the Minnesota Department of Revenue).
12.	26-178	Consideration of Summary Publication of Ordinance No. 1092 Amending Northfield City Code, Chapter 74-Taxation (Related to Allowing Lodging Tax Administrative Collection Responsibilities to Be Transferred from the City Finance Department to the Minnesota Department of Revenue).
13.	Res. 2026-039	Consider Resolution to Accept Public Improvements - Wastewater Treatment Plant Improvements Project (WSTR2022-J32).
14.	Res. 2026-040	Consider Resolution to Accept Public Improvements - Kraewood Development.
15.	Res. 2026-041	Consider Resolution Approving Plans and Specifications and Authorizing

Advertisement for Bid for TH 3 Streetlight Replacement Project Phase II.

REPORTS FROM THE MAYOR AND COUNCILMEMBERS

16. 26-179 Reports From the Mayor and Council Members.

Council Member Holmes - Planning Commission Meeting, City and Hospital Joint Governance Committee Meeting.
Council Member Dahlen - No report.
Council Member Beumer - EDA Meeting.
Council Member Sokup - KYMN Radio Show with Housing Coordinator Melissa Hanson about housing.
Council Member Peterson White - EDA Meeting.
Council Member Ness - No report.
Mayor Zweifel - City and Hospital Joint Governance Committee Meeting.

REGULAR AGENDA

17. Res. 2026-042 Consider Accepting Bids and Awarding Contract - 2026 Park Improvements Project (PARK2025-E18).

Streets and Parks Manager Andrew Tussing gave background on the item and introduced Bruce Jacobson, Landscape Architect, to present on the project. Jacobson presented the project timeline, Central Park Playground plan, Dresden Hill Park plan, Riverside Lions Park plan and total project costs.

Public Works Director/City Engineer David Bennett and Jacobson answered questions from the Council.

A motion was made by Council Member Holmes, seconded by Council Member Peterson White, to approve Resolution No. 2026-042 Accepting Bids and Awarding Contract 2026 Park Improvements Project. The motion carried by the following vote:

Yes: 7 - C. Ness, C. Holmes, C. Sokup, C. Peterson White, C. Beumer, C. Dahlen, and Mayor Zweifel

18. 26-180 Discuss Establishing an Ad Hoc City Investment Policy and Cash Management Advisory Committee.

Mayor Zweifel gave background on the item for discussion purposes only. This committee would review the City's current Investment Policy and Fund Balance Policy; review current City investment practices and cash management approaches as presented by staff; consider alignment with industry best practices, statutory requirements and risk tolerance and provide recommendations to the City Council regarding potential amendments to policy and/or related considerations for administrative practice. Council commented on the committee dynamics and are interested in this coming back for approval on the April 21 Council Agenda.

ADMINISTRATORS UPDATE

19. 26-181 City Administrator's Update.

City Administrator Ben Martig gave a legislative update and highlighted other City events and information.

ADJOURN

A motion was made by Council Member Ness, seconded by Council Member Beumer, to adjourn the meeting at 6:54 p.m. The motion carried by the following vote:

Yes: 7 - C. Ness, C. Holmes, C. Sokup, C. Peterson White, C. Beumer, C. Dahlen, and Mayor Zweifel

File #: 26-204, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Lynette Peterson, City Clerk

Consider Approval of April 14, 2026 City Council Work Session Minutes.

Action Requested:
The City Council is asked to consider approval of the of April 14, 2026 City Council Work Session Minutes.

Summary Report:
N/A

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
N/A

City of Northfield

Meeting Minutes - Draft
City Council

City Hall
801 Washington Street
Northfield, MN 55057
northfieldmn.gov

Tuesday, April 14, 2026 | **6:00 PM** | **Council Chambers**

Work Session

6:00 PM - CITY COUNCIL WORK SESSION AGENDA

CALL TO ORDER

Mayor Zweifel called the meeting to order at 6:00 p.m.

Present: 7 - Council Member Brad Ness, Council Member Kathleen Holmes, Council Member Davin Sokup, Council Member Jessica Peterson White, Council Member Chad Beumer, Council Member Peter Dahlen, and Mayor Erica Zweifel

Also Present: City Administrator Ben Martig and City Clerk Lynette Peterson.

REGULAR AGENDA

1. 26-187 2026 Absentee/Early Voting, Primary Election and General Election Update

City Clerk Lynette Peterson presented an update on the 2026 elections, including key election dates, candidate filing, the state primary and general elections, the early/absentee voting process, and proposed absentee and early voting hours. By consensus, Council supported early/absentee voting hours at City Hall of Monday through Thursday, 8:00 a.m. to 3:30 p.m., and Friday, 8:00 a.m. to 11:00 a.m.

Council Member Sokup joined the meeting at 6:04 p.m.

City Administrator Ben Martig presented on Candidate Informational and Onboarding Meetings. Council provided feedback on the proposed meetings and the information to be made available to candidates.

2. 26-188 Review Updated 2027-2028 Budget Calendar, Points of Emphasis and Budget Updates including Progress on 5-Year Financial Planning.

City Administrator Ben Martig presented an update on the budget calendar. He responded to questions from Council, and Council provided input on the proposed budget calendar and timeline.

ADJOURN

A motion was made by Council Member Ness, seconded by Council Member Beumer, to adjourn the meeting at 7:10 p.m. The motion carried by the following vote:

Yes: 7 - C. Ness, C. Holmes, C. Sokup, C. Peterson White, C. Beumer, C. Dahlen, and Mayor Zweifel

File #: 26-205, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Mary Grant, Accounting Supervisor

Consider Approving Disbursements totaling $1,342,645.20

Action Requested:
The Northfield City Council approves disbursements totaling $1,342,645.20.

Summary Report:

Disbursement Description	Date	Amount
4/03/26 Payroll	04/03/2026	358,019.23
4/03/26 PR Ck's EFT's	04/03/2026	277,087.64
4/10/26 A/P Ck's EFT's	04/10/2026	707,538.33
Total		$1,342,645.20

Alternative Options:
N/A

Financial Impacts:
They are within the limitations of the approved budget and resources available.

Tentative Timelines:
N/A

CHECK DISBURSEMENT REPORT FOR CITY OF NORTHFIELD

CHECK DATE 03/30/2026 - 04/03/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 0000 Revenue							
04/03/2026	MAIN	140587	MN CHILD SUPPORT PAYMENT CNTR	Remittance	22170	0000	196.12
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	EV26-0003 - PV26-0001	22205	0000	220.00
04/03/2026	MAIN	4050(E)	ICMA RETIREMENT TRUST - #303324	Remittance	22143	0000	1,211.31
				Remittance	22149	0000	713.46
	Check MAIN 4050(E) Total for Fund 101 General Fund						1,924.77
04/03/2026	MAIN	4051(E)	IRS - PAYROLL DRAFT	Remittance	22110	0000	43,305.02
				Remittance	22113	0000	20,390.28
				Remittance	22113	0000	20,390.28
				Remittance	22114	0000	6,386.21
				Remittance	22114	0000	6,386.21
	Check MAIN 4051(E) Total for Fund 101 General Fund						96,858.00
04/03/2026	MAIN	4052(E)	MN DEPT OF REVENUE	Remittance	22170	0000	150.00
04/03/2026	MAIN	4053(E)	MN DEPT OF REVENUE - PAYROLL DRAFT	Remittance	22112	0000	19,794.33
04/03/2026	MAIN	4054(E)	PERA - DRAFT FROM PAYROLL	Remittance	22140	0000	22,055.36
				Remittance	22140	0000	25,363.33
				Remittance	22140	0000	13,379.28
				Remittance	22140	0000	20,068.99
				Remittance	22140	0000	66.04
				Remittance	22140	0000	66.04
	Check MAIN 4054(E) Total for Fund 101 General Fund						80,999.04
04/03/2026	MAIN	4055(E)	VANTAGEPOINT TRANSFER AGENTS-#7061	Remittance	22148	0000	378.47
04/03/2026	MAIN	4056(E)	MINNESOTA STATE RETIREMENT SYSTEM	Remittance	22144	0000	5,178.40
				Remittance	22147	0000	3,046.25
				Remittance	22142	0000	213.05
				Remittance	22142	0000	395.00
				Remittance	22142	0000	240.57
				Remittance	22142	0000	144.72
				Remittance	22142	0000	3,329.09
				Remittance	22142	0000	1,242.20
				Remittance	22142	0000	1,803.62
				Remittance	22142	0000	559.97
				Remittance	22142	0000	218.12
				Remittance	22142	0000	205.07
				Remittance	22142	0000	1,066.96
				Remittance	22142	0000	341.78
				Remittance	22142	0000	600.28
				Remittance	22142	0000	168.84
	Check MAIN 4056(E) Total for Fund 101 General Fund						18,753.92
Total For Dept: 0000							219,274.65
Dept: 4110 Administration							
03/30/2026	MAIN	4037(A)*#	BOLTON & MENK, INC.	5TH & WASINGTON SURVEY	43300	4110	12,700.00
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	GENERAL LEGAL SERVICES CIVIL	43304	4110	2,741.25
				COUNCIL LEGAL	43304	4110	1,525.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4110 Administration							
				PLANNING LEGAL	43304	4110	1,856.25
		Check MAIN 4041(A) Total for Fund 101 General Fund					6,122.50
Total For Dept: 4110							18,822.50
Dept: 4160 Community Development							
03/30/2026	MAIN	4047(A)#	RR LARSON & ASSOCIATES	radio ads - comm dev	43300	4160	227.00
Total For Dept: 4160							227.00
Dept: 4190 City Hall Operations							
03/30/2026	MAIN	4042(A)#	INNOVATIVE OFFICE SOLUTIONS, LLC	MAGNETS	42218	4190	51.24
03/30/2026	MAIN	4048(A)#	STERICYCLE, INC	BULK PAPER SHREDDING 2/25/26	43302	4190	621.83
				FEB PAPER SHREDDING	43302	4190	156.81
		Check MAIN 4048(A) Total for Fund 101 General Fund					778.64
Total For Dept: 4190							829.88
Dept: 4200 Police Administration							
03/30/2026	MAIN	4048(A)#	STERICYCLE, INC	PD SHRED SERVICE	43300	4200	116.97
Total For Dept: 4200							116.97
Dept: 4300 Engineering							
03/30/2026	MAIN	4037(A)*#	BOLTON & MENK, INC.	2026 GIS SUPPORT ENG 1/3-30	43300	4300	710.00
				TH246 CORRIDOR STUDY PROF SVCS 11/22/25	43300	4300	7,136.00
		Check MAIN 4037(A) Total for Fund 101 General Fund					7,846.00
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	ENGINEERING LEGAL	43300	4300	2,465.00
03/30/2026	MAIN	4047(A)#	RR LARSON & ASSOCIATES	radio ads - engineering	43300	4300	227.00
Total For Dept: 4300							10,538.00
Dept: 4330 Facilities							
03/30/2026	MAIN	4039(A)*#	EPIC ENTERPRISES, INC	FEB 2026 CLEANING - PW FAC	43306	4330	1,360.02
Total For Dept: 4330							1,360.02
Dept: 4550 Library							
03/30/2026	MAIN	4042(A)#	INNOVATIVE OFFICE SOLUTIONS, LLC	NAPKINS, PLATES, FORKS, SPOONS	42218	4550	336.32
				PAPER & TISSUES	42218	4550	199.08
				PAPER CUTTER & BLADES	42218	4550	63.36
				COMPOSTABLE CUPS	42218	4550	147.35
				RETURN - PAPER	42218	4550	(71.91)
		Check MAIN 4042(A) Total for Fund 101 General Fund					674.20
Total For Dept: 4550							674.20
Total For Fund: 101							251,843.22
Fund: 211 NCRC							
Dept: 4580 NCRC							
03/30/2026	MAIN	4039(A)*#	EPIC ENTERPRISES, INC	NCRC MISC CLEANING FEBRUARY 2026	43306	4580	471.76
Total For Dept: 4580							471.76

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 211 NCRC							
Dept: 4585 Wellness Center							
03/30/2026	MAIN	4049(A)	WATER SPECIALTY OF MN, INC.	POOL CHEMICALS FOR FIFTY NORTH	43305	4585	490.44
Total For Dept: 4585							490.44
Total For Fund: 211							962.20
Fund: 290 EDA							
Dept: 5100 EDA General Operating							
03/30/2026	MAIN	4038(A)	BY ALL MEANS	EDA FACADE GRANT	44917	5100	10,000.00
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	EDA LEGAL	43304	5100	161.25
03/30/2026	MAIN	4043(A)	JOHN, EMERY A.	MILEAGE-SPEAKING @ WORKFORCE COMMITTEE,	43331	5100	66.27
Total For Dept: 5100							10,227.52
Total For Fund: 290							10,227.52
Fund: 295 HRA							
Dept: 5200 HRA General Operating							
03/30/2026	MAIN	4045(A)	MELISSA HANSON	Q4 2025 MILEAGE	43331	5200	224.00
Total For Dept: 5200							224.00
Total For Fund: 295							224.00
Fund: 426 2025 CAPITAL PROJECTS							
Dept: 4800 Other Services							
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	STRT2022-A70 STREET	45520	4800	161.25
Total For Dept: 4800							161.25
Total For Fund: 426							161.25
Fund: 427 2026 CAPITAL PROJECTS							
Dept: 4800 Other Services							
03/30/2026	MAIN	4037(A)*#	BOLTON & MENK, INC.	SPRING ST/FREMOUW AV RR CROSSING IMPROVE	45520	4800	4,007.00
				SPRING CREEK RD/MTST IMPROVEMENTS PROF S	45520	4800	736.00
Check MAIN 4037(A) Total for Fund 427 2026 CAPITAL PROJECTS							4,743.00
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	SPRING CREEK ROAD PROJECT	45520	4800	393.75
Total For Dept: 4800							5,136.75
Total For Fund: 427							5,136.75
Fund: 601 Water Fund							
Dept: 6000 Water							
03/30/2026	MAIN	4036(A)	ANDREW SCOFIELD	CLASS B WATER REFRESHER CLASS MEALS	43331	6000	37.98
03/30/2026	MAIN	4037(A)*#	BOLTON & MENK, INC.	2026 GIS SUPPORT WATER DPT 1/3-30	43300	6000	710.00
03/30/2026	MAIN	4040(A)	FERGUSON WATERWORKS #2518	RESALE METERS	42282	6000	4,671.96
				METER TAILPIECES	42223	6000	363.36
Check MAIN 4040(A) Total for Fund 601 Water Fund							5,035.32
03/30/2026	MAIN	4044(A)	JOSEPH KNIGHT	TRAINING BREAKFAST GREEN MILL KNIGHT	43331	6000	15.25
				TRAINING DINNER GREEN MILL KNIGHT	43331	6000	22.55

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 601 Water Fund							
Dept: 6000 Water							
				TRAINING LUNCH 7 WEST TAPHOUSE KNIGHT	43331	6000	18.48
				TRAINING LUNCH 7 WEST TAPHOUSE KNIGHT	43331	6000	13.05
	Check MAIN 4044(A) Total for Fund 601 Water Fund						69.33
03/30/2026	MAIN	5(S)*#	USA BLUE BOOK	CHLORINE TESTER REFILL	42216	6000	171.44
Total For Dept: 6000							6,024.07
Total For Fund: 601							6,024.07
Fund: 602 Sewer Fund							
Dept: 6100 Wastewater							
03/30/2026	MAIN	4039(A)*#	EPIC ENTERPRISES, INC	FEB 2026 CLEANING - WW	43302	6100	152.00
03/30/2026	MAIN	4046(A)	MISSISSIPPI WELDERS SUPPLY CO INC.	CYLINDER RENTAL	42218	6100	19.32
03/30/2026	MAIN	5(S)*#	USA BLUE BOOK	HYDROCHLORIC ACID	42216	6100	107.08
				LAB SUPPLIES THERMOMETER ANALYZER REAGEN	42216	6100	574.64
				PH SENSOR CREDIT	42216	6100	(853.16)
	Check MAIN 5(S) Total for Fund 602 Sewer Fund						(171.44)
Total For Dept: 6100							(0.12)
Total For Fund: 602							(0.12)
Fund: 604 Storm Water Drainage							
Dept: 6300 Storm Water Drainage							
03/30/2026	MAIN	4037(A)*#	BOLTON & MENK, INC.	2026 GIS SUPPORT STORMWATER PROF SVCS 1/	43300	6300	540.00
03/30/2026	MAIN	4041(A)*#	FLAHERTY & HOOD, P.A.	K45 STRM2025 STORMWATER & DISCHARGE LEGA	43300	6300	1,968.75
Total For Dept: 6300							2,508.75
Total For Fund: 604							2,508.75
Report Total:							277,087.64

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

CHECK DISBURSEMENT REPORT FOR CITY OF NORTHFIELD

CHECK DATE 04/06/2026 - 04/10/2026

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 0000 Revenue							
04/10/2026	MAIN	140629	ELAN CORPORATE	FEB 2026 PREPAID PURCHASES	11530	0000	25,091.57
				MARCH 2026 PREPAID PURCHASES	11530	0000	14,555.56
	Check MAIN 140629 Total for Fund 101 General Fund						39,647.13
04/10/2026	MAIN	140682#	NORTHFIELD CONVENTION AND VISITORS	LESS 5% ADMIN FEE	31410	0000	(161.68)
				LESS 5% ADMIN FEE	31410	0000	(13.85)
	Check MAIN 140682 Total for Fund 101 General Fund						(175.53)
04/10/2026	MAIN	140705	SIMON BROS. CEMENT CO.	DRIVEWAY/SIDEWALK REFUND	22000	0000	100.00
04/10/2026	MAIN	4080(E)	MINNESOTA UNEMPLOYMENT INSURANCE	Remittance	22115	0000	12,511.20
				Remittance	22115	0000	12,511.21
	Check MAIN 4080(E) Total for Fund 101 General Fund						25,022.41
Total For Dept: 0000							64,594.01
Dept: 4110 Administration							
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	DAKOTA CO/CITY ANNUAL LUNCH MEETING	43331	4110	74.11
04/10/2026	MAIN	140628	ECKBERG LAMMERS	MAR PROSECUTION FEES	43304	4110	8,243.95
				FEB PROSECUTION FEES	43304	4110	8,243.53
	Check MAIN 140628 Total for Fund 101 General Fund						16,487.48
Total For Dept: 4110							16,561.59
Dept: 4130 Finance							
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	POST-ITS, NOTEPADS, CALCULATOR PAPER	42218	4130	40.89
Total For Dept: 4130							40.89
Dept: 4150 Human Resources							
04/10/2026	MAIN	140593	ASSET HR INC	FORKLIFT TRAINING VIDEO	43300	4150	1,200.00
04/10/2026	MAIN	140631	FAUL PSYCHOLOGICAL PLLC	PRE-EMPLOYMENT EVAL - FAHNING	43308	4150	675.00
04/10/2026	MAIN	140633	FIRST ADVANTAGE BACKGROUND SERVICE	BACKGROUND CHECKS	43308	4150	127.00
Total For Dept: 4150							2,002.00
Dept: 4160 Community Development							
04/10/2026	MAIN	140647	HOUSEAL LAVIGNE ASSOCIATES LLC	FEB 2026 SERVICE-ZONING CODE UPDATE	43300	4160	5,561.25
04/10/2026	MAIN	140670#	MAPA	2026 MAPA CONF FEE - BONDE	43333	4160	85.00
Total For Dept: 4160							5,646.25
Dept: 4190 City Hall Operations							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4190	2,383.59
04/10/2026	MAIN	140600#	BERRY COFFEE COMPANY	CITY HALL COFFEE SUPPLIES	42218	4190	74.20
04/10/2026	MAIN	140612#	CINTAS	CITY HALL MATS	43302	4190	57.15
04/10/2026	MAIN	140613*#	CINTAS CORPORATION	FIRST AID SUPPLIES	43302	4190	79.44
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	CITY HALL Refuse Disposal	43389	4190	214.27
04/10/2026	MAIN	140641#	GUTH ELECTRIC, INC	DISCONNECTED/SPLICED WIRE IN WALL RECEPT	42220	4190	90.60

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4190 City Hall Operations							
04/10/2026	MAIN	140669	MANTRONICS MAILING SYSTEMS	POSATAGE MACHINE SEALING SOLUTION	42218	4190	47.40
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	CAN LINERS, BATH TISSUE, HAND SANITIZER,	42211	4190	364.44
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4190	166.66
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4190	872.44
	Check MAIN 140728 Total for Fund 101 General Fund						1,039.10
Total For Dept: 4190							4,350.19
Dept: 4200 Police Administration							
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	EV CABLE RETRACTOR	42218	4200	227.97
				SHARPIE MARKERS	42218	4200	26.66
				RETURN CABLE RETRACTOR	42218	4200	(121.99)
	Check MAIN 140590 Total for Fund 101 General Fund						132.64
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4200	2,295.18
04/10/2026	MAIN	140600#	BERRY COFFEE COMPANY	PD COFFEE	42218	4200	143.18
04/10/2026	MAIN	140611*#	CHARTER COMMUNICATIONS	PD CABLE APR 2026	43320	4200	10.05
04/10/2026	MAIN	140612#	CINTAS	PD FLOOR MATS	42220	4200	75.99
04/10/2026	MAIN	140617	CITY OF ST PAUL	PDI COURSE 02.11.26 VAALE	43332	4200	200.00
04/10/2026	MAIN	140619	CONVERGINT TECHNOLOGIES LLC	Door Controls System Upgrade Installatio	42222	4200	1,870.00
				Door Controls System Upgrade	42222	4200	6,308.54
				Door Controls - Front Door Programming	42222	4200	531.00
	Check MAIN 140619 Total for Fund 101 General Fund						8,709.54
04/10/2026	MAIN	140625*#	DOUG'S AUTO SERVICE	SQ 6 LOF	42222	4200	75.73
				SQ 5 LOF	42222	4200	75.73
				SQ 1 LOF	42222	4200	75.73
	Check MAIN 140625 Total for Fund 101 General Fund						227.19
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	POLICE DEPT Refuse Disposal	43389	4200	162.03
04/10/2026	MAIN	140635	GALLS, INC.	NAME STRIPS TORRES	41115	4200	44.47
				NAMETAG TORRES	41115	4200	24.46
				EARPHONE TORRES	41115	4200	33.99
				NAMETAG PRICE RESERVE	41115	4200	28.97
				NAMETAGS	41115	4200	47.74
	Check MAIN 140635 Total for Fund 101 General Fund						179.63
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	DEC 2025 - SNOW PLOWING (PD)	42221	4200	1,120.00
				JAN 2026 - SNOW PLOWING (PD)	42221	4200	1,220.00
	Check MAIN 140638 Total for Fund 101 General Fund						2,340.00
04/10/2026	MAIN	140652	INTOXIMETERS	PBT STRAWS	42218	4200	115.00
04/10/2026	MAIN	140672	MARY LOFREDDO	SHIRT PATCHES VAALE	41115	4200	10.00
04/10/2026	MAIN	140673*#	MENARD'S -DUNDAS	KITCHEN SHEARS	42218	4200	3.97
				GLASS CLEANER, TOOLBOX, AIR FRESHNER	42218	4200	66.47
	Check MAIN 140673 Total for Fund 101 General Fund						70.44

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4200 Police Administration							
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	CAN LINERS, BATH TISSUE, HAND SANITIZER	42211	4200	329.44
04/10/2026	MAIN	140708	STORM TRAINING GROUP	RBT TRNG VAALE FISHER	43332	4200	1,398.00
04/10/2026	MAIN	140709	TEDDER INDUSTRIES, LLC	RAPID FORCE 3 HOLSTER	41115	4200	205.99
04/10/2026	MAIN	140711	THOMSON REUTERS - WEST	CLEAR PROFLEX FEB 2026	43300	4200	314.00
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4200	50.83
				MARCH 2026 - GAS/ELECTRIC USAGE	43381	4200	24.36
				MARCH 2026 - GAS/ELECTRIC USAGE	43381	4200	154.31
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4200	135.84
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4200	1,243.92
		Check MAIN 140728 Total for Fund 101 General Fund					1,609.26
Total For Dept: 4200							18,527.56
Dept: 4240 Building Inspection							
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	MBPTA Membership 2026	44463	4240	108.55
Total For Dept: 4240							108.55
Dept: 4300 Engineering							
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	CISIVE CO ERAIL-SAFE RECERTIFY FEE - IVE	44463	4300	7.16
Total For Dept: 4300							7.16
Dept: 4310 Streets							
04/10/2026	MAIN	140589	ADVANCE AUTO PARTS	CABIN FILTER REPLACEMENT WO#5291 #2546	42222	4310	11.40
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	DOWNTOWN BANNER CLAMPS	43315	4310	69.99
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4310	844.98
04/10/2026	MAIN	140596	B & H PHOTO-VIDEO	AUDIO CABLES FOR SOUND EQUIPMENT ON SHOW	42218	4310	230.80
04/10/2026	MAIN	140598	BAUER BUILT TIRE & SERVICE	REPLACED STEERS - PLOW TRUCK TIRE WO#528	42222	4310	2,089.63
				LEAKING O-RING-CAT LOADER TIRE REPAIR WO	42222	4310	345.79
				REAR WHEEL REPLACEMENT-JOHN DEERE LOADER	42222	4310	363.01
		Check MAIN 140598 Total for Fund 101 General Fund					2,798.43
04/10/2026	MAIN	140612#	CINTAS	RYAN KIEFER UNIFORM	42218	4310	3.41
				RYAN KIEFER UNIFORM	42218	4310	10.91
				RYAN KIEFER UNIFORM	42218	4310	3.41
		Check MAIN 140612 Total for Fund 101 General Fund					17.73
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	COUNTRY INN - IN TOWN STAY FOR SNOW SM	43331	4310	142.38
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	STREETS AND PARKS Refuse Disposal	43389	4310	186.00
				DOWNTOWN CANS REFUSE DISPOSAL	43315	4310	2,151.48
		Check MAIN 140626 Total for Fund 101 General Fund					2,337.48
04/10/2026	MAIN	140627	EARL F. ANDERSEN, INC	DISTRICT SIGN REPLACEMENT	42229	4310	2,595.41
				CHEVRON ROUNDABOUT SIGN	42229	4310	165.30
		Check MAIN 140627 Total for Fund 101 General Fund					2,760.71
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	JAN 2026 SNOW PLOWING - CITY LOTS	43318	4310	2,220.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4310 Streets							
04/10/2026	MAIN	140640	GRAPHIC MAILBOX	TRASH LID LABELS	43315	4310	520.00
04/10/2026	MAIN	140641#	GUTH ELECTRIC, INC	PED CROSSING REPAIR-JEFFERSON PARK & BRI	42229	4310	205.00
				REPLACED BATHROOM & HALLWAY LIGHTS-STREE	42220	4310	456.05
				STOP LIGHT REPAIR-HWY 3 & JEFFERSON PKWY	42229	4310	236.50
	Check MAIN 140641 Total for Fund 101 General Fund						897.55
04/10/2026	MAIN	140646	HOTSY MINNESOTA	PRESSURE WASHER REPAIR	42222	4310	604.73
04/10/2026	MAIN	140664	LAWSON PRODUCTS, INC.	BATTERY CABLES	42222	4310	204.26
				SHOP SUPPLIES	42222	4310	326.03
				PLOW TRUCK REPAIR WO#5252 #8940	42222	4310	324.51
				PLOW TRUCK REPAIR WO#5252 #8940	42222	4310	105.82
	Check MAIN 140664 Total for Fund 101 General Fund						960.62
04/10/2026	MAIN	140670#	MAPA	MAPA CONFERENCE - AH	43333	4310	85.00
04/10/2026	MAIN	140673*#	MENARD'S -DUNDAS	SIGN REPAIR SUPPLIES-STRUTS & STEEL RING	42229	4310	50.57
				DOWNTOWN GARBAGES-CABLE CLAMP, EYE SWIVE	43315	4310	168.06
				SURROUND FOR DOWNTOWN PORTA POTTY	43315	4310	102.14
	Check MAIN 140673 Total for Fund 101 General Fund						320.77
04/10/2026	MAIN	140676*#	MIDWEST MACHINERY CO.	BROOM ATTACHMENT REPAIRS WO#5270 #6397	42222	4310	449.60
				DRIVE TUBE ASSEMBLY-POLE SAW REPAIR WO#5	42222	4310	433.99
				SPRING WASHER - POLE SAW REPAIR WO#5271	42222	4310	16.99
				REPAIR LEAK ON PLOW TRUCK WO#5289 #2305	42222	4310	22.74
				CREDIT FOR BROOM REPAIR	42222	4310	(399.60)
	Check MAIN 140676 Total for Fund 101 General Fund						523.72
04/10/2026	MAIN	140693	RDO EQUIPMENT CO	JOHN DEERE LOADER TIRE REPAIR WO#5287 #6	42222	4310	3,393.94
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	CAN LINERS, BATH TISSUE, HAND SANITIZER,	42218	4310	182.73
04/10/2026	MAIN	140714	TRUCK CENTER COMPANIES	REPAIR OIL LEAK ON PLOW TRUCK WO#5289 #2	42222	4310	908.91
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4310	357.09
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4310	1,129.93
	Check MAIN 140728 Total for Fund 101 General Fund						1,487.02
Total For Dept: 4310							21,318.89
Dept: 4320 Street Lighting							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4320	15.29
				APRIL 2026 - COMMUNITY SOLAR	43381	4320	15.39
	Check MAIN 140591 Total for Fund 101 General Fund						30.68
04/10/2026	MAIN	140723	XCEL ENERGY	MARCH 2026 - HILLCREST LANE SIGNAL	43381	4320	41.53
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4320	1,081.55
				MARCH 2026 - GAS/ELECTRIC USAGE	43381	4320	203.47
				MARCH 2026 - GAS/ELECTRIC USAGE	43381	4320	108.11
	Check MAIN 140728 Total for Fund 101 General Fund						1,393.13
Total For Dept: 4320							1,465.34
Dept: 4330 Facilities							

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4330 Facilities							
04/10/2026	MAIN	140594	ASSOCIATION OF MN COUNTIES	2026 MCCFMA MEMBERSHIP RENEWAL-AP	44463	4330	350.00
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	JAN 2026 - SNOW PLOWING (706 & 716 2ND S	42221	4330	1,180.00
04/10/2026	MAIN	140715	TWIN CITY HARDWARE	KEY BLANKS	42218	4330	147.00
04/10/2026	MAIN	140722	XCEL ENERGY	MARCH 2026 - TRANSIT HUB ELECTRIC	43381	4330	627.57
Total For Dept: 4330							2,304.57
Dept: 4510 Ice Arena							
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	ICE ARENA Refuse Disposal	43389	4510	594.65
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	JAN 2026 - SNOW PLOWING (ICE ARENA)	42221	4510	650.00
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	CAN LINERS, BATH TISSUE, HAND SANITIZER,	42211	4510	259.44
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4510	7,076.51
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4510	999.78
Check MAIN 140728 Total for Fund 101 General Fund							8,076.29
Total For Dept: 4510							9,580.38
Dept: 4520 General Parks							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4520	165.49
04/10/2026	MAIN	140614	CITI-CARGO & STORAGE	BABCOCK PARK WARMING HOUSE MONTHLY CONTA	42220	4520	290.00
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	CITY PARKS Refuse Disposal	43389	4520	193.10
				DOG PARK Refuse Disposal	43389	4520	202.50
Check MAIN 140626 Total for Fund 101 General Fund							395.60
04/10/2026	MAIN	140661	KROMER COMPANY	FIELD STRIPER MAINTENANCE	42222	4520	446.89
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4520	627.63
Total For Dept: 4520							1,925.61
Dept: 4530 Athletic Facilities							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4530	261.13
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4530	1,656.79
Total For Dept: 4530							1,917.92
Dept: 4540 Outdoor Pool							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4540	1,189.10
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4540	(363.99)
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4540	75.95
Check MAIN 140728 Total for Fund 101 General Fund							(288.04)
Total For Dept: 4540							901.06
Dept: 4550 Library							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	4550	1,465.56
04/10/2026	MAIN	140601	BLACKSTONE PUBLISHING	LIBRARY MATERIALS	44431	4550	313.12

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 General Fund							
Dept: 4550 Library							
04/10/2026	MAIN	140612#	CINTAS	RUG RENTAL	42220	4550	16.93
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	POSTAGE NSF CK -ZITON, C.	43321	4550	10.48
04/10/2026	MAIN	140624	DOROTHY CUSACK	D AND D WINTER CAMPAIGN PYMT 4	44432	4550	40.00
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	LIBRARY Refuse Disposal	43389	4550	98.74
04/10/2026	MAIN	140636	GAVIN GREVE	D AND D WINTER CAMPAIGN PYMT 4	44432	4550	40.00
04/10/2026	MAIN	140641#	GUTH ELECTRIC, INC	MDE GRANT- ELECTRICAL	45520	4550	421.62
04/10/2026	MAIN	140651*#	INGRAM LIBRARY SERVICES	LIBRARY MATERIALS	44431	4550	21.00
				LIBRARY MATERIALS	44431	4550	310.93
				BOOK COVERS	42218	4550	16.50
				LIBRARY MATERIALS	44431	4550	148.30
				BOOK COVERS	42218	4550	2.20
				LIBRARY MATERIALS	44431	4550	904.03
				BOOK COVERS	42218	4550	34.10
				LIBRARY MATERIALS	44431	4550	479.39
				BOOK COVERS	42218	4550	25.30
	Check MAIN 140651 Total for Fund 101 General Fund						1,941.75
04/10/2026	MAIN	140675	MICHELLI, PAMELA MERCADO	SPAN. PRG.-DIA DEL LIBRO	44432	4550	295.00
04/10/2026	MAIN	140677	MIDWEST TAPE LLC	LIBRARY MATERIALS	44431	4550	224.95
04/10/2026	MAIN	140694*#	REGENTS OF UNIVERSITY OF MINNESOTA	LIBRARY MATERIALS- PERIODICALS	44431	4550	214.11
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	CAN LINERS, BATH TISSUE, HAND SANITIZER,	42211	4550	484.11
04/10/2026	MAIN	140704	SHOWCASES	DVD CASES	42218	4550	68.50
				SHIPPING	43321	4550	5.48
	Check MAIN 140704 Total for Fund 101 General Fund						73.98
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	4550	592.81
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	4550	322.58
	Check MAIN 140728 Total for Fund 101 General Fund						915.39
Total For Dept: 4550							6,555.74
Dept: 4900 Other Financing Uses							
04/10/2026	MAIN	140682#	NORTHFIELD CONVENTION AND VISITORS	LODGING TAX-JAN'26	44454	4900	3,233.60
				LODGING TAX-FEB'26	44454	4900	276.99
	Check MAIN 140682 Total for Fund 101 General Fund						3,510.59
Total For Dept: 4900							3,510.59
Total For Fund: 101							161,318.30
Fund: 211 NCRC							
Dept: 4580 NCRC							
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	NCRC Refuse Disposal	43389	4580	1,044.54
04/10/2026	MAIN	140634	G & H MANAGEMENT CO.	NCRC REPAIRS/MTC	43300	4580	5,958.33
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	JAN 2026 - SNOW PLOWING (NCRC)	42221	4580	7,420.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 211 NCRC							
Dept: 4580 NCRC							
04/10/2026	MAIN	140653	JANET D. BREYER	MARCH 2026 - FIFTY NORTH CLEANING	43306	4580	5,460.00
04/10/2026	MAIN	140658*#	KEITH PUMPER PLUMBING & HEATING	WATER HEATER REPLACEMENT AT 50 NORTH	42220	4580	5,188.00
04/10/2026	MAIN	140674*#	METRONET HOLDINGS LLC	NCRC - phones, internet, long distance	43320	4580	1,303.40
04/10/2026	MAIN	140701*#	SCHILLING SUPPLY COMPANY	DISINFECTANT WIPES, CAN LINERS, BATH TIS	42211	4580	212.13
04/10/2026	MAIN	140726	XCEL ENERGY	MARCH 2026 - NCRC ELECTRIC	43381	4580	4,515.72
				MARCH 2026 - NCRC GAS	43380	4580	4,273.67
	Check MAIN 140726 Total for Fund 211 NCRC						8,789.39
Total For Dept: 4580							35,375.79
Dept: 4585 Wellness Center							
04/10/2026	MAIN	140691	RAINBOW INTERNATIONAL OF THE NORTH	FIFITY NORTH GENERAL CLEANING 3/16-3/29	43306	4585	2,700.00
Total For Dept: 4585							2,700.00
Total For Fund: 211							38,075.79
Fund: 215 Motor Vehicle Fund							
Dept: 5600 Motor Vehicle							
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	STAPLES, CALCULATOR PAPER	42218	5600	25.91
Total For Dept: 5600							25.91
Total For Fund: 215							25.91
Fund: 229 Communications							
Dept: 4180 Communication							
04/10/2026	MAIN	140662	LANGUAGE LINE SERVICES	Translation, interpretation	43300	4180	27.00
Total For Dept: 4180							27.00
Total For Fund: 229							27.00
Fund: 240 Library Gift Fund							
Dept: 4900 Other Financing Uses							
04/10/2026	MAIN	140609	CENGAGE LEARNING INC	FFNPL GIFTS COLLECTIONS	43309	4900	33.61
04/10/2026	MAIN	140651*#	INGRAM LIBRARY SERVICES	GIFS-AUTOMATICALLY YOURS	44431	4900	51.52
				FFNPL COLLECTIONS	43309	4900	80.22
				FFNPL COLLECTIONS	43309	4900	80.24
				GIFTS- AUTOMATICALLY YOURS	44431	4900	49.24
	Check MAIN 140651 Total for Fund 240 Library Gift Fund						261.22
Total For Dept: 4900							294.83
Total For Fund: 240							294.83
Fund: 250 CDBG Fund							
Dept: 4900 Other Financing Uses							
04/10/2026	MAIN	140621	DAKOTA CO CDA	DPA Pay Off -503 GREENVALE AVE W	44470	4900	15,000.00
Total For Dept: 4900							15,000.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 250 CDBG Fund							
Total For Fund: 250							15,000.00
Fund: 257 Carbon Reduction Fund							
Dept: 4590 Carbon Reduction							
04/10/2026	MAIN	140665	LEAGUE OF MN CITIES	LMC ANNUAL CONFERENCE-PABICH	43333	4590	275.00
04/10/2026	MAIN	140668	LHB INC	SUSTAINABLE BLDG POLICY IMPLEMENTATION	43300	4590	6,511.50
04/10/2026	MAIN	140683	NORTHFIELD PUBLIC SCHOOLS	NHS GEOTHERMAL PROJECT	43309	4590	25,000.00
Total For Dept: 4590							31,786.50
Total For Fund: 257							31,786.50
Fund: 290 EDA							
Dept: 5100 EDA General Operating							
04/10/2026	MAIN	140663	LATINO ECONOMIC DEVELOPMENT CENTER	LEDC contract - 1st payment 2026	44917	5100	6,250.00
04/10/2026	MAIN	140694*#	REGENTS OF UNIVERSITY OF MINNESOTA	"LOST" STUDY-LOCAL OPTIONS SALES TAX	43300	5100	3,000.00
Total For Dept: 5100							9,250.00
Total For Fund: 290							9,250.00
Fund: 295 HRA							
Dept: 5200 HRA General Operating							
04/10/2026	MAIN	140602	BOHLEN SURVEYING & ASSOCIATES, LLC	FARGAZE MEADOWS SURVEY-OUTLOTS C & D	43300	5200	3,700.00
				308 CHERRY & 315 LINDEN ST - BOUNDARY SU	43300	5200	2,500.00
				706 & 716 2ND ST W - MARK PROPERTY LINES	43300	5200	2,000.00
Check MAIN 140602 Total for Fund 295 HRA							8,200.00
Total For Dept: 5200							8,200.00
Dept: 5210 HRA Rental Projects							
04/10/2026	MAIN	140695	RICE COUNTY PROPERTY TAXES	22.07.4.27.007- 2026 PROPERTY TAX - 1ST	44464	5210	60.00
04/10/2026	MAIN	140721	XCEL ENERGY	MARCH 2026 - 2330 ELIANNA DR. GAS/ELECTR	43387	5210	96.30
04/10/2026	MAIN	140725	XCEL ENERGY	MARCH 2026 - 706 2ND ST. - GAS/ELECTRIC	43387	5210	84.33
Total For Dept: 5210							240.63
Dept: 5220 HRA LMI Housing							
04/10/2026	MAIN	140588	AARON BUSCH	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140597	BARBARA J. SMITH	ENERGY EFFICIENCY REBATE 2026	43309	5220	200.00
04/10/2026	MAIN	140622	DANA SCHWARTZMAN	ENERGY EFFICIENCY REBATE 2026	43309	5220	450.00
04/10/2026	MAIN	140623	DANIEL JIRELE	ENERGY EFFICIENCY REBATE 2026	43309	5220	840.00
04/10/2026	MAIN	140630	EMILY BURKHARDT	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140637	GENE BAUER	Programs and Public Service	43309	5220	1,000.00
04/10/2026	MAIN	140639	GERRY FRANEK	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,000.00
04/10/2026	MAIN	140643	HENRIETTA K SCHUURMAN	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140654	JANICE WILLEMS	ENERGY EFFICIENCY REBATE 2026	43309	5220	125.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 295 HRA							
Dept: 5220 HRA LMI Housing							
04/10/2026	MAIN	140659	KENDRA RASMUSSON	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,000.00
04/10/2026	MAIN	140660	KRIS PARKER	ENERGY EFFICIENCY REBATE 2026	43309	5220	500.00
04/10/2026	MAIN	140671	MARLYS HEGSTROM	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140680	NANCY LEE VEVERKA	ENERGY EFFICIENCY REBATE 2026	43309	5220	75.00
04/10/2026	MAIN	140687	PEGGY HANSON	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140706	SONJA ANDERSON	ENERGY EFFICIENCY REBATE 2026	43309	5220	576.00
04/10/2026	MAIN	140710	TERRILL HERBIG	ENERGY EFFICIENCY REBATE 2026	43309	5220	1,200.00
04/10/2026	MAIN	140712	TIMOTHY MCKONE	ENERGY EFFICIENCY REBATE 2026	43309	5220	200.00
Total For Dept: 5220							13,166.00
Total For Fund: 295							21,606.63
Fund: 427 2026 CAPITAL PROJECTS							
Dept: 4800 Other Services							
04/10/2026	MAIN	140656	KARI L. PRITCHARD REVOCABLE TRUST	SPRING CREEK RD/MTST PERMANENT EASEMENT	45520	4800	6,939.40
04/10/2026	MAIN	140657	KARI L. PRITCHARD REVOCABLE TRUST-	SPRING CREEK RD/MTST TEMPORARY EASEMENT	45520	4800	1,349.40
04/10/2026	MAIN	140700	RONALD LARSON	SPRING CREEK RD/MTST TEMPORARY EASEMENT	45520	4800	1,654.43
Total For Dept: 4800							9,943.23
Total For Fund: 427							9,943.23
Fund: 451 Park Fund							
Dept: 4520 General Parks							
04/10/2026	MAIN	140698	RICE COUNTY PROPERTY TAXES	22.07.4.26.001 FARGAZE MEADOWS PROPERTY	44464	4520	1,646.00
04/10/2026	MAIN	140699	RICE COUNTY PROPERTY TAXES	22.07.4.26.073 FARGAZE MEADOWS PROPERTY	44464	4520	2,268.00
Total For Dept: 4520							3,914.00
Total For Fund: 451							3,914.00
Fund: 458 MILL TOWN TRAIL WOODLEY TO WATERFORD BRI							
Dept: 4800 Other Services							
04/10/2026	MAIN	140648	ICON, LLC	PAY#7 MTST PROJECT CONST SVCS 3/6-4/2	45520	4800	13,672.40
Total For Dept: 4800							13,672.40
Total For Fund: 458							13,672.40
Fund: 459 ICE ARENA CONSTRUCTION							
Dept: 4800 Other Services							
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	GBCI INC LEED DESIGN REVIEW ICE AREN M40	45520	4800	2,905.20
04/10/2026	MAIN	140696	RICE COUNTY PROPERTY TAXES	22.11.1.58.001 NEW ICE ARENA M40 PROPERT	43300	4800	12,824.00
Total For Dept: 4800							15,729.20
Total For Fund: 459							15,729.20

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 465 WATER & 5TH ST REDEVELOPMENT							
Dept: 4800 Other Services							
04/10/2026	MAIN	140697	RICE COUNTY PROPERTY TAXES	22.01.1.00.011 AMERIPRISE PROPERTY TAXES	44464	4800	360.00
04/10/2026	MAIN	140724	XCEL ENERGY	411 WATER ST. - GAS	43380	4800	866.87
04/10/2026	MAIN	140727	XCEL ENERGY	411 1/2 WATER ST. #4 - ELECTRIC	43381	4800	13.44
Total For Dept: 4800							1,240.31
Total For Fund: 465							1,240.31
Fund: 601 Water Fund							
Dept: 6000 Water							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	6000	11,291.66
04/10/2026	MAIN	140608	CALIBRATIONS AND CONTROLS INC.	TRANSDUCER CALIBRATIONS	42222	6000	2,274.00
04/10/2026	MAIN	140620	CUMMINS SALES & SERVICE	WELL 3 GENERATOR MAINTENANCE	42222	6000	3,932.93
04/10/2026	MAIN	140625*#	DOUG'S AUTO SERVICE	TIRES. LOF - F150	42222	6000	217.85
				TIRES , LOF - F250	42222	6000	1,331.33
	Check MAIN 140625 Total for Fund 601 Water Fund						1,549.18
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	WATER DEPT Refuse Disposal	43389	6000	120.16
04/10/2026	MAIN	140642	HAWKINS INC.	WELL HOUSE CHEMICALS	42216	6000	5,814.93
04/10/2026	MAIN	140658*#	KEITH PUMPER PLUMBING & HEATING	WATER STATION-TIE INTO WATER MAIN IN HAL	42222	6000	15,384.65
04/10/2026	MAIN	140673*#	MENARD'S -DUNDAS	AIR FRESHENERS, SEAFOAM, WD-40	42218	6000	66.01
				CONCRETE MIX, GLOVES AND PLUMBING SUPPLI	42218	6000	115.13
				FITTINGS FOR TRAILER	42222	6000	5.51
				CASTER FOR TRAILER	42222	6000	27.99
	Check MAIN 140673 Total for Fund 601 Water Fund						214.64
04/10/2026	MAIN	140676*#	MIDWEST MACHINERY CO.	CHAINSAW BLADES	42222	6000	57.58
04/10/2026	MAIN	140681	NORTHFIELD ACE HARDWARE	WIRING HARNESS	42218	6000	31.77
				SLEDGE HAMMERS	42218	6000	95.98
	Check MAIN 140681 Total for Fund 601 Water Fund						127.75
04/10/2026	MAIN	140684*#	ON TARGET A & M, INC.	UTILITY BILLS - 2629	42218	6000	190.83
04/10/2026	MAIN	140692	RAMY TURF PRODUCTS LLC	ARCHERY RANGE SEED-2023WATERJ34	45520	6000	975.00
				WATER TREATMENT PLANT PROJECT	45520	6000	2,309.00
	Check MAIN 140692 Total for Fund 601 Water Fund						3,284.00
04/10/2026	MAIN	140716	UTILITY CONSULTANTS, INC	BACTERIA TESTING TOTAL COLIFORM MARCH 20	42216	6000	277.86
04/10/2026	MAIN	140719	WATER SYSTEMS COMPANY	DRINKING WATER -WATER DEPT - QTY 2	42218	6000	17.50
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	6000	9,903.60
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	6000	702.96
	Check MAIN 140728 Total for Fund 601 Water Fund						10,606.56
Total For Dept: 6000							55,144.23
Total For Fund: 601							55,144.23

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 602 Sewer Fund							
Dept: 6100 Wastewater							
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	TEETH HOLE SAW	42218	6100	47.79
				AIR & OIL FILTER, OIL - LAWN MOWER	42222	6100	48.16
				LENS WIPES	42218	6100	19.79
	Check MAIN 140590 Total for Fund 602 Sewer Fund						115.74
04/10/2026	MAIN	140595	AUTOMATIC SYSTEMS CO	WWTP ODOR CONTROL INSTR UPGRADE	43300	6100	12,389.00
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	WWTP Refuse Disposal	43389	6100	1,174.28
				WWTP ROLL OFF Refuse Disposal	43389	6100	125.74
	Check MAIN 140626 Total for Fund 602 Sewer Fund						1,300.02
04/10/2026	MAIN	140678	MN POLLUTION CONTROL AGENCY	INDUSTRIAL STORMWATER ANNUAL PERMIT	44443	6100	400.00
				WASTEWATER INDIVIDUAL ANNUAL PERMIT FEE	44443	6100	14,350.00
	Check MAIN 140678 Total for Fund 602 Sewer Fund						14,750.00
04/10/2026	MAIN	140684*#	ON TARGET A & M, INC.	UTILITY BILLS - 2629	42218	6100	190.83
04/10/2026	MAIN	140702	SCHWICKERT'S TECTA AMERICA LLC	MUA #11 HVAC REPAIR	42220	6100	1,648.90
				REPLACED THERMOSTAT FOR THE BIOSOLIDS UN	42220	6100	670.11
	Check MAIN 140702 Total for Fund 602 Sewer Fund						2,319.01
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	6100	24,745.36
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	6100	44.71
	Check MAIN 140728 Total for Fund 602 Sewer Fund						24,790.07
Total For Dept: 6100							55,854.67
Total For Fund: 602							55,854.67
Fund: 603 Garbage Fund							
Dept: 6200 Garbage							
04/10/2026	MAIN	140626*#	DSI - DICK'S SANITATION INC	20 GAL - MARCH 2026	43300	6200	1,754.40
				35 GAL - MARCH 2026	43300	6200	11,607.60
				64 GAL - MARCH 2026	43300	6200	13,294.00
				96 GAL - MARCH 2026	43300	6200	4,134.40
				20 GAL - DAK CTY - MARCH 2026	43300	6200	176.80
				35 GAL - DAK CTY - MARCH 2026	43300	6200	1,067.60
				64 GAL - DAK CTY - MARCH 2026	43300	6200	1,679.60
				96 GAL - DAK CTY - MARCH 2026	43300	6200	238.00
				DRIVE BY - MARCH 2026	43300	6200	414.80
				RECYCLE - DAK CTY - MARCH 2026	43300	6200	1,395.00
				YARD WASTE - MARCH 2023	43300	6200	35,910.00
	Check MAIN 140626 Total for Fund 603 Garbage Fund						71,672.20
04/10/2026	MAIN	140684*#	ON TARGET A & M, INC.	UTILITY BILLS - 2629	42218	6200	63.61
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	6200	140.87
Total For Dept: 6200							71,876.68
Total For Fund: 603							71,876.68
Fund: 604 Storm Water Drainage							
Dept: 6300 Storm Water Drainage							
04/10/2026	MAIN	140607	BRUCE DAVID JACOBSON	K45 AMES MILL DAM REMOVAL/LONG RANGE PLA	43300	6300	384.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 604 Storm Water Drainage							
Dept: 6300 Storm Water Drainage							
04/10/2026	MAIN	140684*#	ON TARGET A & M, INC.	UTILITY BILLS - 2629	42218	6300	63.61
Total For Dept: 6300							447.61
Total For Fund: 604							447.61
Fund: 609 Liquor Store							
Dept: 6400 Liquor Store - Purchases							
04/10/2026	MAIN	140592	ARTISAN BEER COMPANY	Liquor Purchases	42251	6400	64.30
				Misc Taxable Purchases	42251	6400	95.35
				Beer Purchases	42251	6400	642.35
				Beer Purchases	42251	6400	475.10
				Beer Purchases	42251	6400	212.10
				THC	42251	6400	392.00
	Check MAIN 140592 Total for Fund 609 Liquor Store						1,881.20
04/10/2026	MAIN	140599	BELLBOY CORPORATION	Freight Costs	42259	6400	2.89
				Misc Taxable Purchases	42251	6400	72.00
				Liquor Purchases	42251	6400	276.80
				Freight Costs	42259	6400	6.00
				Freight Costs	42259	6400	6.00
				Liquor Purchases	42251	6400	304.00
				Liquor Purchases	42251	6400	1,854.00
				Freight Costs	42259	6400	12.00
				Liquor Purchases	42251	6400	984.95
				Freight Costs	42259	6400	12.00
	Check MAIN 140599 Total for Fund 609 Liquor Store						3,530.64
04/10/2026	MAIN	140603	BOURGET IMPORTS	Wine Purchases	42251	6400	524.00
				Freight Costs	42259	6400	14.00
	Check MAIN 140603 Total for Fund 609 Liquor Store						538.00
04/10/2026	MAIN	140604	BREAKTHRU BEV MN BEER, INC	Misc Taxable Purchases	42251	6400	379.00
				RPA 01874	42251	6400	(42.00)
				Liquor Purchases	42251	6400	631.84
				Beer Purchases	42251	6400	3,263.90
				RMA 366948999	42251	6400	(24.30)
				RMA 366949002	42251	6400	(5.27)
				RMA 366949467	42251	6400	(7.16)
				Misc Taxable Purchases	42251	6400	286.80
				Liquor Purchases	42251	6400	227.30
				Beer Purchases	42251	6400	7,532.95
	Check MAIN 140604 Total for Fund 609 Liquor Store						12,243.06
04/10/2026	MAIN	140605	BREAKTHRU BEV MN WINE & SPIRITS	Liquor Purchases	42251	6400	400.46
				Wine Purchases	42251	6400	420.00
				Freight Costs	42259	6400	13.20
	Check MAIN 140605 Total for Fund 609 Liquor Store						833.66
04/10/2026	MAIN	140610	CHAPEL BREWING	Beer Purchases	42251	6400	65.00
				Beer Purchases	42251	6400	130.00
	Check MAIN 140610 Total for Fund 609 Liquor Store						195.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 609 Liquor Store							
Dept: 6400 Liquor Store - Purchases							
04/10/2026	MAIN	140618	COLLEGE CITY BEVERAGE, INC.	Freight Costs	42259	6400	7.00
				Beer Purchases	42251	6400	1,763.15
				Misc Taxable Purchases	42251	6400	72.00
				Liquor Purchases	42251	6400	320.00
				Liquor Purchases	42251	6400	587.97
				FREIGHT COSTS	42259	6400	2.00
				Freight Costs	42259	6400	7.00
				Beer Purchases	42251	6400	7,477.15
				Misc Taxable Purchases	42251	6400	235.40
				Liquor Purchases	42251	6400	350.75
				Liquor Purchases	42251	6400	1,547.75
				Wine Purchases	42251	6400	78.75
				LIQUOR CREDIT	42251	6400	(15.00)
				Beer Credit	42251	6400	(19.35)
	Check MAIN 140618 Total for Fund 609 Liquor Store						12,414.57
04/10/2026	MAIN	140644	HERMEL WHOLESALE	Freight Costs	42259	6400	8.95
				Misc Taxable Purchases	42251	6400	288.68
				Misc Non-Taxable Purchases	42251	6400	39.92
				Cigarettes Purchases	42251	6400	1,092.29
	Check MAIN 140644 Total for Fund 609 Liquor Store						1,429.84
04/10/2026	MAIN	140645	HOHENSTEIN'S INC	Beer Purchases	42251	6400	1,711.20
				Liquor Purchases	42251	6400	293.80
				Beer Purchases	42251	6400	479.25
	Check MAIN 140645 Total for Fund 609 Liquor Store						2,484.25
04/10/2026	MAIN	140650	IMMINENT BREWING LLC	Beer Purchases	42251	6400	144.00
04/10/2026	MAIN	140655	JOHNSON BROTHERS WHOLESALE	Freight Costs	42259	6400	1.89
				Wine Purchases	42251	6400	56.00
				Freight Costs	42259	6400	69.93
				Liquor Purchases	42251	6400	3,726.91
				Freight Costs	42259	6400	36.55
				Liquor Purchases	42251	6400	1,312.63
				Freight Costs	42259	6400	31.19
				Wine Purchases	42251	6400	1,144.00
				Freight Costs	42259	6400	49.14
				Wine Purchases	42251	6400	1,903.32
				Freight Costs	42259	6400	35.91
				Liquor Purchases	42251	6400	2,344.89
				Freight Costs	42259	6400	17.51
				Wine Purchases	42251	6400	652.00
				Misc Taxable Purchases	42251	6400	78.50
	Check MAIN 140655 Total for Fund 609 Liquor Store						11,460.37
04/10/2026	MAIN	140679	MONTGOMERY BREWING	Beer Purchases	42251	6400	130.00
04/10/2026	MAIN	140685	OXFORD STREET MERCHANTS	Wine Purchases	42251	6400	1,685.80
				Freight Costs	42259	6400	29.29
				Wine Purchases	42251	6400	754.00
				Freight Costs	42259	6400	7.56

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 609 Liquor Store							
Dept: 6400 Liquor Store - Purchases							
	Check MAIN 140685 Total for Fund 609 Liquor Store						2,476.65
04/10/2026	MAIN	140686	PAUSTIS & SONS WINE COMPANY	Wine Purchases	42251	6400	2,025.00
				Freight Costs	42259	6400	28.50
	Check MAIN 140686 Total for Fund 609 Liquor Store						2,053.50
04/10/2026	MAIN	140688	PHILLIPS WINE AND SPIRITS,INC.	Liquor Purchases	42251	6400	2,220.99
				Freight Costs	42259	6400	54.81
				Wine Purchases	42251	6400	687.45
				Freight Costs	42259	6400	30.24
				Misc Taxable Purchases	42251	6400	140.10
				Wine Purchases	42251	6400	899.65
				Freight Costs	42259	6400	41.58
				Liquor Purchases	42251	6400	593.00
				Freight Costs	42259	6400	7.88
				Liquor Purchases	42251	6400	1,081.13
				Freight Costs	42259	6400	13.23
				Wine Purchases	42251	6400	89.60
				Freight Costs	42259	6400	3.78
	Check MAIN 140688 Total for Fund 609 Liquor Store						5,863.44
04/10/2026	MAIN	140690	PRYES BREWING COMPANY	Beer Purchases	42251	6400	133.00
04/10/2026	MAIN	140707	SOUTHERN WINE & SPIRITS OF MN, LLC	Freight Costs	42259	6400	0.12
				Liquor Purchases	42251	6400	1,066.73
				Freight Costs	42259	6400	7.99
				Freight Costs	42259	6400	1.40
				Wine Purchases	42251	6400	881.00
				Freight Costs	42259	6400	17.27
				Liquor Purchases	42251	6400	108.00
				Wine Purchases	42251	6400	1,343.98
				Freight Costs	42259	6400	38.15
				Liquor Purchases	42251	6400	2,951.52
				Freight Costs	42259	6400	27.07
	Check MAIN 140707 Total for Fund 609 Liquor Store						6,443.23
04/10/2026	MAIN	140718	VINOCOPIA	Liquor Purchases	42251	6400	193.26
				Wine Purchases	42251	6400	1,276.00
				Freight Costs	42259	6400	27.00
	Check MAIN 140718 Total for Fund 609 Liquor Store						1,496.26
04/10/2026	MAIN	140720	WINE COMPANY	Wine Purchases	42251	6400	736.00
				Liquor Purchases	42251	6400	196.00
				Freight Costs	42259	6400	29.10
	Check MAIN 140720 Total for Fund 609 Liquor Store						961.10
Total For Dept: 6400							66,711.77
Dept: 6410 Liquor Store - Operations							
04/10/2026	MAIN	140591*#	AMPION PBC	APRIL 2026 - COMMUNITY SOLAR	43381	6410	1,625.35
04/10/2026	MAIN	140613*#	CINTAS CORPORATION	FIRST AID CABINET	42218	6410	56.34
04/10/2026	MAIN	140615	CITY & LAKES DISPOSAL	REFUSE DISPOSAL LIQ APRIL 26	43389	6410	240.00

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 609 Liquor Store							
Dept: 6410 Liquor Store - Operations							
04/10/2026	MAIN	140638*#	GERLACH SNOW REMOVAL LAWN & LANDSC	SNOW REMOVAL LIQUOR JAN 26	42220	6410	180.00
04/10/2026	MAIN	140717	VAN PAPER COMPANY	Paper Bags	42218	6410	248.04
04/10/2026	MAIN	140728*#	XCEL ENERGY	MARCH 2026 - GAS/ELECTRIC USAGE	43381	6410	(351.37)
				MARCH 2026 - GAS/ELECTRIC USAGE	43380	6410	221.40
	Check MAIN 140728 Total for Fund 609 Liquor Store						(129.97)
Total For Dept: 6410							2,219.76
Total For Fund: 609							68,931.53
Fund: 701 Information Tech							
Dept: 4140 Information Technology							
04/10/2026	MAIN	140590*#	AMAZON CAPITAL SERVICES	Fiber Optic HDMI Cable and Adapter	42218	4140	38.39
				Brother HL-L3295CDW Printer - Police	42210	4140	408.50
				Blue 25-foot CAT6 Patch Cables	42218	4140	20.50
				Ubiquiti ETH-SP-G2 Surge Protectors	42210	4140	154.90
				Anker USB-C Hubs	42218	4140	64.95
				Mechanical Keyboard and Wrist Rest - lib	42218	4140	86.98
	Check MAIN 140590 Total for Fund 701 Information Tech						774.22
04/10/2026	MAIN	140606	BROWNRICE INTERNET, INC	Camera Streaming for Public Cameras	43320	4140	44.85
04/10/2026	MAIN	140611*#	CHARTER COMMUNICATIONS	City Hall - backup internet	43320	4140	198.29
04/10/2026	MAIN	140616*#	CITY OF NORTHFIELD	Google Workspace Business Plus	43300	4140	453.60
				Tax refund Zebra Ethernet upgrade kit	42218	4140	(11.40)
				SSL renewal egram.ci.northfield.mn.us	43300	4140	119.99
				Kagi Professional - IT	43300	4140	106.53
				ChatGPT - Library	43300	4140	20.00
				ChatGPT - IT	43300	4140	20.00
				Mailchimp - Library	43300	4140	60.00
				Extreme 5520-48W switches	42210	4140	3,900.00
				Direct attach cables	42218	4140	120.00
				100GB DAC cables	42218	4140	186.00
				Extreme 5520 VIM 4YE fiber modules	42210	4140	2,000.00
				UCC SSL mail.ci.northfield.mn.us	43300	4140	599.98
				LG 55'' 43'' TVs - Library	42210	4140	537.35
				Extreme 10941 power supplies	42210	4140	490.00
				Extreme X460-G2-48p-10GE4 switch	42210	4140	105.00
				Extreme X460-G2-48p-10GE4 switches	42210	4140	300.00
				Sanus TV mounts	42218	4140	279.65
				ChatGPT plus - library 2	43300	4140	20.00
				Samsung 65'' TVs - police, water, wastew	42210	4140	1,095.68
				ChatGPT plus - admin	43300	4140	20.00
	Check MAIN 140616 Total for Fund 701 Information Tech						10,422.38
04/10/2026	MAIN	140632	FETTE ELECTRONICS	ExacqVision Annual Licenses for City Hal	43300	4140	770.00
04/10/2026	MAIN	140649	IDENTISYS	Support on Smart51 ID Card Printer	43300	4140	709.00
04/10/2026	MAIN	140674*#	METRONET HOLDINGS LLC	City Hall - phones, internet, dark fiber	43320	4140	3,281.74
				Police - phones, internet, long distance	43320	4140	645.12

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 701 Information Tech							
Dept: 4140 Information Technology							
	Check MAIN 140674 Total for Fund 701 Information Tech						3,926.86
04/10/2026	MAIN	140689	PHONE STATION	Wiring - Water Tower, Police	43320	4140	617.00
04/10/2026	MAIN	140703	SHI INTERNATIONAL CORP	Teams phone standard	44446	4140	33.56
04/10/2026	MAIN	140713	TODAY'S BUSINESS SOLUTIONS (TBS)	PaperCut license - library	44446	4140	394.00
Total For Dept: 4140							17,890.16
Total For Fund: 701							17,890.16
Fund: 705 Insurance Fund							
Dept: 7000 Insurance							
04/10/2026	MAIN	140666	LEAGUE OF MN CITIES INS TRUST	CLAIM #528808 - R. KLEEBERGER	41151	7000	863.77
				CLAIM #529308 - S. MALECHA	41151	7000	117.61
				CLAIM #527301 - R. KIEFER	41151	7000	86.97
	Check MAIN 140666 Total for Fund 705 Insurance Fund						1,068.35
04/10/2026	MAIN	140667	LEAGUE OF MN CITIES INSURANCE TRUS	PROPERTY/CASUALTY COVERAGE PREMIUM	43361	7000	114,441.00
Total For Dept: 7000							115,509.35
Total For Fund: 705							115,509.35
Report Total:							707,538.33

'*'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE FUND

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

File #: Res. 2026-043, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and Members of Council

From: Ben Martig, City Administrator
Brenda Angelstad, Finance Director

Consider Resolution Establishing an Ad Hoc City Investment Policy and Cash Management Advisory Working Group.

Action Requested:
Approve a resolution approving establishing an Ad Hoc City Investment Policy and Cash Management Working Group.

**Please note, this group was proposed in the April 7th agenda item as a "committee". After consultation with the city attorney, staff proposes using the term "working group" instead to better align with the scope, goals, and makeup of the group as well as in consideration of ordinance language related to use of the term "committee" in the context of Council membership (none on this working group).*

Summary Report:
At the April 7, 2026 City Council meeting, the Council discussed establishing a temporary Ad Hoc City Investment and Cash Management Advisory Working Group to be established to review the current City Council City Investment Policy and Fund Balance Policy and related practices and provide recommendations for consideration by the City Council. This Working Group's scope will not be related to budget, capital improvement planning, capital projects or other financial policies.

There was positive feedback from the City Council. Therefore, this was added for consideration under the consent agenda. Mayoral appointments to the working group are included in a separate item on this meeting's consent agenda.

Problem Statement / Purpose for Consideration
The City of Northfield is entrusted with managing public funds in a manner that ensures safety, liquidity, and appropriate return while maintaining transparency and accountability to the community. As financial markets, regulatory frameworks, and public finance best practices continue to evolve, there is an opportunity to review the City's existing investment and cash management policies and practices to ensure they remain current, effective, and aligned with the City's financial goals.

Specifically, the City seeks to enhance its approach to investment earnings within prudent risk parameters, strengthen overall cash management practices, and ensure policies clearly reflect the City's risk tolerance and liquidity needs. Additionally, a thoughtful review of these practices may support improved financial

positioning, including maintaining or enhancing the City's creditworthiness and bond rating, while reinforcing strong stewardship of public resources.
Through this effort, the City aims to balance risk aversion with responsible yield optimization, improve clarity between policy direction and administrative practice, and ensure long-term financial sustainability consistent with the City's commitment to sound fiscal management.

Working Draft Resolution
Attached is a resolution (attachment #1) that outlines the scope of review, duties of the working group, and more. The processes and procedures align with appropriate separation of duties of staff, consultants and council members to facilitate a coordinated and collaborative process. Specific details of the working group, as noted in the resolution are as follows:

1. Establishment and Purpose:
   The City Council hereby establishes an Ad Hoc City Investment Policy and Cash Management Advisory Working Group (the "Working Group"). The purpose of the Working Group shall be to serve in an advisory capacity to the City Council by:
   a. Reviewing the City's current Investment Policy and Fund Balance Policy;
   b. Reviewing current City investment practices and cash management approaches as presented by staff;
   c. Considering alignment with industry best practices, statutory requirements, and risk tolerance; and
   d. Providing recommendations to the City Council regarding potential amendments to policy and/or related considerations for administrative practice.

2. Advisory Role:
   The Working Group shall be advisory only and shall have no administrative authority. The Working Group may recommend policy amendments to the City Council. The Working Group may provide input or observations related to administrative practices for City staff consideration. All final decisions regarding policy adoption or amendment shall remain with the City Council.

3. Membership:
   The Working Group shall consist of members appointed by the Mayor and confirmed by the City Council (in accordance with City Charter and City Code), and may include:
   a. Citizen representatives with relevant experience or interest in finance, investments, or public administration; and
   b. The Mayor shall designate a Chair, who may be a citizen member.

4. Staff Support and Resources:
   The City Administrator shall establish meeting agendas in consultation with the Working Group Chair. The Finance Director shall serve as lead staff liaison and presenter. Additional City staff may participate as determined by the Finance Director. External advisors, including the City's investment advisor or consultant, may be invited to provide information and analysis as needed.

5. Meetings:
   The Working Group shall meet as necessary to complete its work, with an anticipated duration of approximately two (2) to four (4) meetings, unless otherwise determined by the Working Group.

6. Duration and Termination:
   The Working Group is intended to be temporary (ad hoc) and shall terminate upon the earlier of:
   a. Completion of its review and delivery of recommendations to the City Council; or
   b. A date determined by the City Council.

7. Reporting:
   The Working Group shall provide a summary of its findings and any recommendations to the City Council for consideration at a regular or special meeting.

City Plans & Policies Relevance:
City Council City Investment Policy and Fund Balance Policy as indicated in the scope of the working group.

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
- ✓ April 7, 2026 City Council Discussion
- ✓ April 21, 2026 City Council Approval of Resolution

CITY OF NORTHFIELD
RESOLUTION NO. 2026-043

A RESOLUTION ESTABLISHING AN AD HOC CITY INVESTMENT POLICY AND CASH MANAGEMENT ADVISORY WORKING GROUP

WHEREAS, the City Council of the City of Northfield has adopted financial management policies including, but not limited to, the City Investment Policy and Fund Balance Policy, which are attached as Exhibit A and Exhibit B respectively and is under the authority of the City Council; and

WHEREAS, the City Council has an interest in ensuring that such policies reflect best practices in public finance, risk management, liquidity, and return on investment, while maintaining appropriate oversight and accountability; and

WHEREAS, the day-to-day administration and management of City cash and investments is the responsibility of City staff under administrative authority, with the City Council providing policy direction and oversight; and

WHEREAS, the City Council desires to establish a temporary advisory Working Group to review current policies and practices and provide recommendations for consideration by the City Council.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHFIELD, MINNESOTA AS FOLLOWS:

1. Establishment and Purpose:

The City Council hereby establishes an Ad Hoc City Investment Policy and Cash Management Advisory Working Group (the "Working Group"). The purpose of the Working Group shall be to serve in an advisory capacity to the City Council by:

a. Reviewing the City's current Investment Policy and Fund Balance Policy;
b. Reviewing current City investment practices and cash management approaches as presented by staff;
c. Considering alignment with industry best practices, statutory requirements, and risk tolerance; and
d. Providing recommendations to the City Council regarding potential amendments to policy and/or related considerations for administrative practice.

2. Advisory Role:

The Working Group shall be advisory only and shall have no administrative authority. The Working Group may recommend policy amendments to the City Council. The Working Group may provide input or observations related to administrative practices for City staff consideration. All final decisions regarding policy adoption or amendment shall remain with the City Council.

3. The Working Group shall consist of members appointed by the Mayor and confirmed by the City Council (in accordance with City Charter and City Code), and may include:

a. Citizen representatives with relevant experience or interest in finance, investments, or public administration; and

b. Up to two (2) members of the City Council; and

c. The Mayor shall designate a Chair, who may be a citizen member.

4. Staff Support and Resources:

The City Administrator shall establish meeting agendas in consultation with the Working Group Chair. The Finance Director shall serve as lead staff liaison and presenter. Additional City staff may participate as determined by the Finance Director. External advisors, including the City's investment advisor or consultant, may be invited to provide information and analysis as needed.

5. Meetings:

The Working Group shall meet as necessary to complete its work, with an anticipated duration of approximately two (2) to four (4) meetings, unless otherwise determined by the Working Group.

6. Duration and Termination:

The Working Group is intended to be temporary (ad hoc) and shall terminate upon the earlier of:

a. Completion of its review and delivery of recommendations to the City Council; or
b. A date determined by the City Council.

7. Reporting:

The Working Group shall provide a summary of its findings and any recommendations to the City Council for consideration at a regular or special meeting.

Adopted by the City Council of Northfield, Minnesota this 21st day of April, 2026.

ATTEST

_____ _____

City Clerk Mayor

VOTE: ____ ZWEIFEL ____ BEUMER ____ DAHLEN ____ HOLMES

____ NESS ____ PETERSON WHITE ____ SOKUP

File #: 26-206, **Version:** 1

City Council Meeting Date: April 21, 2026

To: City Council
City Administrator

From: Erica Zweifel, Mayor

Consider Approval of Mayoral Board and Commission Appointments.

Action Requested:
The Northfield City Council approves the following board/commission appointments.

Summary Report:
The City Council is being asked to approve the following board, commission, and committee appointments. With the recent code updates, most board and commission appointments have shifted to an April appointment and May start to terms.

The applications for individuals outside of Council members being recommended for appointment are also attached (attachment 1).

Proposed appointments in the attachment are as follows:

Economic Development Authority
- Bob Pfefferle appointed to a term ending April 30, 2032.

Environmental Quality Commission
- Michael Provancha reappointed to a term ending April 30, 2029.
- Susannah Shumurak reappointed to a term ending April 30, 2029.
- Simon Pryor appointed to a term ending April 30, 2029.

Heritage Preservation Commission
- Amy Machacek Shonka reappointed to a term ending April 30, 2029.
- Larry Tolle appointed to a term ending April 30, 2029.

Planning Commission
- William Kuhlman reappointed to a term ending April 30, 2029.
- Julia Menard appointed to a term ending April 30, 2029.

Northfield Transportation Advisory Committee
- Glen Castore appointed as Bridgewater Township representative.

Mill Towns Trail Joint Powers Board
- David Detert appointed to a term ending December 31, 2026.

Ad Hoc City Investment Policy and Cash Management Advisory Working Group
- Kevin Fink appointed.

- Mark Moors appointed.
- Bill Cowles appointed.

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
N/A

NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Bob

Last Name / Apellido *

Pfefferle

Today's Date / Fecha de hoy *

4/13/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Charter Commission / Comisión de la Carta
- [x] Economic Development Authority / Autoridad de Desarrollo Económico
- [ ] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

As a long time resident and recent retiree from a long career in commercial real estate I feel my experience could add value to help define the strategic and intentional future growth plans for the City of Northfield.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

It involves commercial and industrial real estate growth plans for the city to improve the overall C/I tax base.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

After spending 3+ decades in a commercial real estate career that involved planning, development, entitlement, financing, management, leasing and much more of large scale projects and multi-million dollar budgets I feel I have a unique knowledge set and industry contacts that could benefit the city of Northfield in crafting short term and long term goals for building up and maintaining a strategic and successful C/I growth plan.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

I have not served on any City of Northfield boards or commissions but have served previously on several boards and commissions in the Twin Cities throughout my real estate career - a couple of mention - Building Owners and Management Association (BOMA); NuLoop Partners; Project for Pride and Living to name a few.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

I ran the girls and boys basketball associations for a number of years while our three kids were going through school (2004 - 2009 time frame).

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

37 year career in commercial real estate in San Francisco and Minneapolis. Still a licensed commercial real estate broker in Minnesota.

What does Northfield do well? / ¿Qué hace bien Northfield? *

Northfield does a good job creating a livable city for all. It is a strong connected community

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

Affordability is a big issue for Northfield (and other like size cities as well) - the rising cost of property taxes is putting a strain on many elderly fixed income individuals. Need to provide opportunities for more C/I growth as well as residential growth.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

Create a city led (with help from Rice and Dakota counties) environment that will attract capital and investment to help build the C/I tax base while at the same time supporting job creation and additional housing development opportunities of all types.

Reapplying

If you are reapplying for a term on a board/commission, please complete the below questions. / Si Vuelve a presentar su candidatura para un mandato en un consejo/comisión, rellene las siguientes preguntas.

Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

Questions / Preguntas

Contact Lynette Peterson, City Clerk, City of Northfield, 801 Washington St., Northfield, MN 55057

Email Lynette Peterson

Póngase en contacto con Lynette Peterson, Secretaria Municipal, Ciudad de Northfield, 801 Washington St., Northfield, MN 55057

Envié correo electrónico a Lynette Peterson

Public data / Datos públicos

All information supplied on this form will be public data. Your address, telephone number, email address do not become public until you are appointed.

Toda la información facilitada en este formulario serán datos públicos. Su dirección, número de teléfono y dirección de correo electrónico no se harán públicos hasta que sea nombrado.

NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Michael

Last Name / Apellido *

Provancha

Today's Date / Fecha de hoy *

8/29/2025

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Arts & Culture Commission / Comisión de Arte y Cultura
- [ ] Charter Commission / Comisión de la Carta
- [ ] Economic Development Authority / Autoridad de Desarrollo Económico
- [x] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Housing & Redevelopment Authority / Autoridad de Vivienda y Reurbanización
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Northfield Alliance for Substance Abuse Prevention / Alianza de Northfield para la prevención del abuso de sustancias
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Park & Recreation Advisory Board / Junta Consultiva de Parques y Actividades Recreativas
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

am interested in serving on a City of Northfield commission because I believe deeply in service to my community and the positive impact that local leadership can have. I am passionate about environmental sustainability and want to help ensure that Northfield continues to grow in ways that respect our natural resources and support a resilient future. Just as importantly, I see this work as an investment in the next generation, creating a city that reflects hope, inclusivity, and opportunity. Serving on a commission is a meaningful way for me to contribute my time, skills, and commitment to Northfield's long-term success.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

I am deeply interested in serving on the Environmental Quality Commission because I am passionate about sustainability, environmental consciousness, and fostering strong community partnerships. I see the EQC as an important platform to advance initiatives that protect and enhance Northfield's natural resources while promoting awareness and action among residents. I am motivated by the opportunity to collaborate with city staff, fellow Commissioners, and community leaders to create practical, long-lasting solutions that benefit both the environment and the community.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

I bring leadership to the EQC by showing up consistently, asking thoughtful and relevant questions, and approaching each discussion with curiosity and commitment. I am willing to collaborate with individuals I may not know well, building bridges and fostering constructive dialogue to move projects forward. My steady presence, openness to diverse perspectives, and dedication to teamwork help create an environment where ideas can grow into actionable solutions that benefit the community.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

I have served on the Environmental Quality Commission (EQC) for the past three years and have had the wonderful opportunity to showcase my skills in leadership, determination, and drive. During this time, I have contributed to projects that promote sustainability, strengthen community engagement, and support Northfield's long-term environmental goals. My work has included collaborating with fellow commissioners, city staff, and community partners to identify opportunities, develop initiatives, and ensure that sustainability remains a priority in city planning. Serving on the EQC has allowed me to grow as a leader while helping Northfield take meaningful steps toward a more resilient and environmentally responsible future.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

My community involvement reflects a strong commitment to service, environmental stewardship, and supporting families. I currently serve as a volunteer water monitor with the Minnesota Pollution Control Agency, where I contribute to protecting water quality by collecting and reporting data that supports long-term environmental health. I am also an active member of the Rotary Climate Action Team, collaborating with others to promote sustainability initiatives and raise awareness about climate challenges and solutions.

In addition to environmental work, I volunteer at my children's school, serving lunch and helping create a positive, supportive environment for students. These experiences—ranging from hands-on environmental monitoring to community-based service and school involvement—demonstrate my dedication to both local engagement and broader sustainability efforts. They have also given me the opportunity to build strong connections with residents, organizations, and families.

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

My professional and personal experiences have given me a well-rounded foundation in advocacy, environmental sustainability, and leadership. As a former social worker, I developed strong skills in listening, problem-solving, and advocating for individuals and families—skills that translate directly into community engagement and consensus-building. In my current role as a communication specialist, I work to share information clearly and effectively, ensuring that diverse voices are heard and understood. I also bring technical expertise from my background as an automotive diagnostic technician, where I gained hands-on knowledge of energy systems, efficiency, and the importance of innovation in reducing environmental impacts.

What does Northfield do well? / ¿Qué hace bien Northfield? *

Northfield is a vibrant, well-connected community that provides opportunities for enrichment and engagement for residents of all ages. It is a safe and welcoming place that values diversity of thought, expression, and speech. The community embodies a spirit of respect for others and care for one's neighbors. Northfield has great leadership in place to take the City into the 21st century by consistently monitoring and adapting to resident wishes and needs such as park infrastructure, public safety, and water quality. With strong leadership and a shared commitment to its future, Northfield is well-positioned to thrive in the years ahead.

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

Northfield has opportunities to strengthen community connections by reaching out to residents of all political affiliations and backgrounds, ensuring diverse voices are represented. While the city enjoys the benefits of a rural setting, the high cost of living highlights the need to expand economic opportunities. Attracting mid- to large-sized businesses with multiple revenue streams can help balance the tax base, create jobs, and provide resources that benefit all residents. By approaching these challenges as opportunities, Northfield can continue to thrive while preserving its strong community values.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

My vision for Northfield is a community that celebrates inclusivity, sustainability, and well-being. I imagine a riverfront that is both welcoming and recreationally sustainable, serving as a vibrant gathering place for all. Northfield's strength lies in its diversity—not only in race and creed, but also in socioeconomic background—and I see a city that embraces and uplifts all its residents. Above all, I envision Northfield as a place of peace, serenity, and grace, where both residents and visitors feel a deep sense of belonging.

Reapplying

If you are reapplying for a term on a board/commission, please complete the below questions. / Si Vuelve a presentar su candidatura para un mandato en un consejo/comisión, rellene las siguientes preguntas.

Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

Over the past three years on the EQC, I have actively engaged with the community through outreach, partnership-building, and listening to resident perspectives. I bring these insights back to the Commission, fostering collaboration and ensuring our initiatives reflect community needs. I communicate with courage and persistence, tackling challenging or unpopular initiati es while supporting leadership directives with professionalism and integrity.

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

The most fulfilling aspect of serving on the EQC has been the collaboration with city staff, resident and student leaders, and fellow Commissioners. Working together, we have advanced initiatives that position Northfield to excel in environmental sustainability. I have also greatly valued the guidance from city leaders, which has helped me maintain best practices while serving as Chairperson of the EQC.

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

One of the most challenging aspects of serving on the EQC has been navigating communication with city leaders, staff, and fellow Commissioners. These experiences, however, have strengthened my ability to collaborate, adapt, and lead effectively. I take pride in the progress we have made and in contributing my time and energy to achieving the EQC's goals while continuously growing as a public servant.

Questions / Preguntas

Contact Lynette Peterson, City Clerk, City of Northfield, 801 Washington St., Northfield, MN 55057

Email Lynette Peterson

Póngase en contacto con Lynette Peterson, Secretaria Municipal, Ciudad de Northfield, 801 Washington St., Northfield, MN 55057

Envié correo electrónico a Lynette Peterson

Public data / Datos públicos

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NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Susannah

Last Name / Apellido *

Shmurak

Today's Date / Fecha de hoy *

1/7/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Charter Commission / Comisión de la Carta
- [ ] Economic Development Authority / Autoridad de Desarrollo Económico
- [x] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

I've greatly enjoyed the years I've served on EQC and wish to continue

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

Passionate about environmental issues, helping others make more eco-conscious choices

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

Years of experience on EQC and working with environmental issues outside of EQC

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

Current member of EQC; also served on EQC from 2008-16

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

see above; have volunteered with school district and other organizations as well

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

As a freelance writer, I've written numerous articles on environmental subjects

What does Northfield do well? / ¿Qué hace bien Northfield? *

I've appreciated Northfield's efforts to set goals for sustainability and take steps towards achieving those goals. Northfield also has lots of great walkable neighborhoods and independent businesses

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

Housing prices and limited housing availability. Insufficient tax base to fund many proposed projects, especially water treatment.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

Preserve small-town character and find creative ways to address challenges mentioned above

Reapplying

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Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

Contributed to outreach (tabling at Earth Day, Riverwalk Market). Worked on subcommittees addressing issues involving water and native plants.

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

Outreach: Connecting people to resources that help them save energy and water. Working with other members of EQC and learning about initiatives to shrink the City's environmental footprint.

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

Finding ways that one can have a noticeable impact

Questions / Preguntas

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Email Lynette Peterson

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Envié correo electrónico a Lynette Peterson

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NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Simon

Last Name / Apellido *

Pryor

Today's Date / Fecha de hoy *

4/4/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

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- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

I'm a student at St. Olaf and I study Environmental Studies and Political Science. I'm motivated to support environmental protection on campus but also in the broader Northfield community. For me, this comes from a goal of being an active and engaged citizen in my community. I hope to serve on the Environmental Quality Commission so that I can combine my knowledge of environmental policy and my passion for environmental protection. I want to serve and support my community and the EQC would allow me to increase this engagement and give back to a town that supports my education.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

Many of my classes focus on environmental policy, often at a state or national level. However, the EQC would give me an opportunity to understand the implications of this policy locally. I want to gain a better understanding of the struggles that communities face in balancing environmental protection and economic prosperity.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

I have a wide knowledge base that I hope to bring to the EQC. I consider myself a leader in many different areas of my life. I have strong interpersonal skills and a desire to create change. Additionally, I spent multiple years living abroad, which helps me to relate to the diverse range of citizens in Northfield. In combination, my skills and experiences allow me to bring a perspective that pushes for environmental protection but also understands the potential negative implications of these policies in the community. I work to compare different factors to serve the needs of the community but also ensure progress. Overall, I would blend my experience and knowledge as a student with my understanding of broader needs in the community.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

In high school I worked with the North Dakota Parks and Recreation Department's Recreational Trails Program Advisory Committee (RTPAC). I served on this committee for a three-year term with eight other citizens and state employees. We reviewed around 20 applications annually for new recreational trail projects in North Dakota. Projects expanded opportunities for hiking, equestrian, paddling, biking, and motorized recreation. We got the opportunity to distribute approximately one million dollars in funding every year. This position is something that was typically reserved for adults. I was the first young person to be appointed to the board. Because of my work, a new permanent youth position was created to ensure representation of this age group and increase youth involvement on a state level.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

Much of my community involvement began in high school when I became a member of a renewable energy advocacy organization in my home of Fargo, ND. I attended meetings and discussions that educated members on environmental protection. I also helped create bylaws for the organization as it was working to establish itself in the community. Other involvement includes sustainability events through my church, performing free public Norwegian fiddling concerts, and coaching for the St. Olaf Rowing Club.

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

I'm currently employed by the St. Olaf to work on developing a climate action plan and data collection of campus carbon emissions. Additionally, I study environmental policy which prompts me to wrestle with a variety of factors in environmental protection. Many of the questions that the EQC must consider are things that I'm already considering in my classes such as the implications of data center development, land use, or building design. Ideas about sustainability are always at the front of my mind and I hope that I can bring this same thinking to the EQC.

What does Northfield do well? / ¿Qué hace bien Northfield? *

My experience in Northfield has been based in a strong community. There are a wide range of cultures that merge together in the city combining different languages, ages, or religious orientations together. This is reflected just by the wide range of shops when walking down Division street. Northfield works well in fostering this community, providing fulfillment and satisfaction for citizens.

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

The most common complaint that I hear about Northfield is how expensive it is to live here. This is further exasperated by many college faculty and staff commuting into Northfield for work. I think it is important for Northfield to continue work that addresses this issue to ensure that the strong community that exists can continue into the future. This is something that the EQC can be especially mindful of. It is important to consider the cost implications of policies and how they may affect the community.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

My vision for Northfield is that it continues to grow its community education and outreach. Oftentimes disputes between citizens and city government come from a lack of understanding between both groups. I would like to see Northfield work to be more of an educator for the community, not only for young people, but every generation. This would directly affect the actions of the EQC but also the city more broadly.

Reapplying

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Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

Questions / Preguntas

Contact Lynette Peterson, City Clerk, City of Northfield, 801 Washington St., Northfield, MN 55057

Email Lynette Peterson

Póngase en contacto con Lynette Peterson, Secretaria Municipal, Ciudad de Northfield, 801 Washington St., Northfield, MN 55057

Envié correo electrónico a Lynette Peterson

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NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Amy

Last Name / Apellido *

Machacek Shonka

Today's Date / Fecha de hoy *

3/8/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Charter Commission / Comisión de la Carta
- [ ] Economic Development Authority / Autoridad de Desarrollo Económico
- [ ] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [x] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

I have been on this commission since Jan. 2025. Since I have lived in, or had a business in Northfield my whole life, and my family has lived her 125 years, owning a local business that whole time (Northfield foundry and machine company, now called Northfield Woodworking). I feel I brijg a local perspective to this commission.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

I have a passion for history and a love of the history of Northfield, and feel.it is valuable to protect that.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

My nearly 6 decades of living here and knowing how things have evolved over time.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

Ive been on this board for 16 months.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

Ive been active with the northfueld fire department both as a family when my dad was a fireman and the fire chief in town for 40+ years, then as a spouse of a fireman for over 20 years. Plus raised my 4 kids here and volunteered in many capacities, and as a foster family for 84 foster kids in Rice County over 12 years.

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

I am a realotr who focuses on Nfld. I have an architectural drafting degree. I have co-owned the Holland Building in the historic district for 21 years, and learned much about being a steward of old buildings.

What does Northfield do well? / ¿Qué hace bien Northfield? *

Creates community that shows up for each other.

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

The cost of housing. High property taxes that make affording homes challenging. They face community opinion that our city govt doesnt underface. Or care about the affordability issues residents face.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

That we figure out how to move forward to both take care of the town, the infrastructure, and its residents, while keeping better fiscal responsibility so it becomes affordable again.

Reapplying

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Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

My view of where this town has been and the challenges and triumphs we have faced before. This board has a lot of people who are Very talented with HPC knowledge. I bring a perspective of understanding what it takes to own a historical building for decades and also a local who has 57 years of being in town.

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

I've seen how much people on this commission value Historical perspective

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

That the HPC codes and processes are new to me.

Questions / Preguntas

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NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Larry

Last Name / Apellido *

Tolle

Today's Date / Fecha de hoy *

2/6/2025

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board, commission, or task force you wish to apply for: / Seleccione la junta, la comisión o el grupo de trabajo para el que desea presentar su candidatura *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [x] Arts & Culture Commission / Comisión de Arte y Cultura
- [ ] Charter Commission / Comisión de la Carta
- [x] Economic Development Authority / Autoridad de Desarrollo Económico
- [ ] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [x] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [x] Housing & Redevelopment Authority / Autoridad de Vivienda y Reurbanización
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Northfield Alliance for Substance Abuse Prevention / Alianza de Northfield para la prevención del abuso de sustancias
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [ ] Park & Recreation Advisory Board / Junta Consultiva de Parques y Actividades Recreativas
- [ ] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Summarize why you are interested in serving: / Resuma por qué está interesado en servir *

Curiosity and commitment. I have a broad business background, have a vested interest as a commercial and residential property and business owner. Chose Northfield as home over any other place in the world (seriously) and know the city can still continue to improve as a community for all of its citizens.

Summarize your personal background and attributes you feel are relevant to consideration of your appointment such as community involvement, experience serving on governing boards, training, education, work history, or other personal values, experience or perspectives: / Resuma sus antecedentes personales y atributos que considere relevantes para su nombramiento, como su participación en la comunidad, experiencia en consejos de administración, formación, educación, historial laboral u otros valores, experiencias o perspectivas personales: *

In brief:I am a retired operations program manager overseeing organizations with up to 150 employees running multiple projects and programs in software development and IT infrastructure. I have been active on business boards and elected service boards (large HOA with over 2000 households, small HOA with 6 members), Merlin Players (theater) board member and currently oversee the boards for two family owned LLC's in Northfield. I have managed multi-million dollar budgets and successfully grown business and profitability (I have also had a fair amount of very educational failures and an active student in the school of stupid mistakes).

Questions / Preguntas

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NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

William

Last Name / Apellido *

Kuhlmann

Today's Date / Fecha de hoy *

1/2/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Charter Commission / Comisión de la Carta
- [ ] Economic Development Authority / Autoridad de Desarrollo Económico
- [ ] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [x] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

I have the time and enjoy working to better the community.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

The Planning Commission plays an important role in the built environment of the city which has a long term impact on the city. Our work on the comprehensive plan and now the zoning code have provided a template for the future of the city.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

My experience on the commission enables me to provide a measure of continuity to the commission as the commission experiences its normal turnover.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

I have served on the commission for the past five years and currently serve as the commission chair.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

I remain active with the Northfield Rotary Club.

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

During my work career as an attorney, I worked on a number of development projects in smaller communities that provided me with appreciation for the work of the city staff when development occurs and the need to balance competing interests in such projects. I have also served on the boards of a number of non-profit and professional organizations.

What does Northfield do well? / ¿Qué hace bien Northfield? *

Northfield has a very active and engaged citizenry. On the whole, the community is willing to work to make the city better.

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

I worry that the community does not have a shared vision for the future of the city. On a more tangible level, diversifying the tax base while leveraging our existing strengths is extremely important for the future of the city.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

Maintaining Northfield as a distinct community and not another Twin Cities suburb while diversifying the tax base and expanding workforce housing.

Reapplying

If you are reapplying for a term on a board/commission, please complete the below questions. / Si Vuelve a presentar su candidatura para un mandato en un consejo/comisión, rellene las siguientes preguntas.

Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

I take my work on the commission very seriously and work to be prepared for each meeting by staying on top of meeting materials but also looking at other resources to expand my knowledge of matters coming before the commission.

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

The commission's work on the new comprehensive plan.

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

The turnover of Community Development Directors and the resulting lack of consistency in vision coming from the staff.

Questions / Preguntas

Contact Lynette Peterson, City Clerk, City of Northfield, 801 Washington St., Northfield, MN 55057

Email Lynette Peterson

Póngase en contacto con Lynette Peterson, Secretaria Municipal, Ciudad de Northfield, 801 Washington St., Northfield, MN 55057

Envié correo electrónico a Lynette Peterson

Public data / Datos públicos

All information supplied on this form will be public data. Your address, telephone number, email address do not become public until you are appointed.

Toda la información facilitada en este formulario serán datos públicos. Su dirección, número de teléfono y dirección de correo electrónico no se harán públicos hasta que sea nombrado.

NORTHFIELD MINNESOTA

Application for Appointment to a Board or Commission / Solicitud de nombramiento para una junta o una comisión

Contact information / Información del solicitante

First Name / Nombre *

Julia

Last Name / Apellido *

Menard

Today's Date / Fecha de hoy *

4/12/2026

Address / Dirección *

[redacted]

Phone number / número de teléfono *

[redacted]

Email / Correo electrónico *

[redacted]

Selection and interests / Selección e intereses

Select board(s) or commission(s) you wish to apply for. / Seleccione la(s) junta(s) o comisión(es) a la(s) que desea presentarse. *

You may select more than one. If the group you're interested in is not listed, please check "other" and fill in the name of the group. / Puede seleccionar más de uno. Si el grupo que le interesa no aparece en la lista, marque "otro" y escriba el nombre del grupo. Seleccione la junta, la comisión o el grupo de trabajo al que desea presentarse:

- [ ] Charter Commission / Comisión de la Carta
- [ ] Economic Development Authority / Autoridad de Desarrollo Económico
- [ ] Environmental Quality Commission / Comisión de Calidad Medioambiental
- [ ] Heritage Preservation Commission / Comisión de Preservación del Patrimonio
- [ ] Hospital Board / Junta del hospital
- [ ] Human Rights Commission / Comisión de Derechos Humanos
- [ ] Library Board / Consejo de la Biblioteca
- [ ] Youth Substance Prevention Alliance Task Force / Grupo de trabajo de la Alianza para la Prevención del Consumo de Sustancias entre los Jóvenes
- [ ] Northfield Area Fire & Rescue Services Joint Powers Board / Junta de Poderes Conjuntos de los Servicios de Rescate e Incendios del Área de Northfield
- [x] Planning Commission/Zoning Board / Comisión de Urbanismo/Junta de Zonificación
- [ ] Other / Otro

Why are you interested in serving on a City of Northfield board or commission? / ¿Por qué le interesa formar parte de una junta o comisión de la ciudad de Northfield? *

I am interested in continuing to serve on the Planning Commission because this Commission shapes and guides Northfield now and for years to come. I also firmly believe that public service is a public good, and this is my way of giving back to the City of Northfield. The Planning Commission is important work, and the more I learn the more fascinated I become-- and as a professional public servant, this work informs and enriches my professional work as well. I also gain valuable experience from it that's directly applicable to my professional life.

What interests you about the board(s)/commissions(s) you selected? / ¿Qué le interesa de la(s) junta(s)/comisión(es) seleccionada(s) en la pregunta 1? *

One of the things that fascinates me about the Planning Commission is how, in many ways, it serves to mediate the relationships between place and space and how we approach the built environment that is our City, and what we value and what we don't. Our values are made real by the kind of projects we build, what land use we allow where, and why we make those decisions. These decisions have real impact on our residents, and that impact can last for decades. The decisions the Planning Commission makes affects the lives of all Northfielders, and I want to help make those lives better.

What do you feel you would add to selected board(s)/commission(s)? / ¿Qué cree que aportaría a la(s) junta(s)/comisión(es) seleccionada(s)? *

I am a professional geographer for a metro county's GIS unit. My work seeks to visualize the relationships between place and space, to show pattern and meaning in how we use land, and to use geographic information to provide data-driven and defensible options to decisionmakers. In my prior tenure on the Planning Commission, I augmented our consultant's work on the new Comprehensive Plan by working with City staff to create the internal maps we used of the City and our possible land use goals. I bring my professional expertise to the Planning Commission, and a thorough grounding in Northfield's current land-use dilemmas and with our Land Development Code.

Describe any current or past experience serving on a board or commission. / Describa su experiencia actual o pasada como miembro de un consejo o comisión. *

I have served on the Heritage Preservation Commission for six years (with several years as Chair), and for three on the Planning Commission.

Describe any current or past community involvement. / Describa cualquier participación actual o pasada en la comunidad. *

My service on City commissions is one of the ways I give back to this community. I am an active member of my church and passionate advocate for justice, in addition to serving in professional organizations.

Describe any current or past related education, training, or work experience. / 7. Describa cualquier tipo de educación, formación o experiencia laboral relacionada actual o pasada. *

Mentioned this above, I'm a professional geographer for a metro county's GIS unit. I hold a Master's in Geographic Information Science from the University of Minnesota Twin Cities, and a Ph.D in Interdisciplinary Archaeological Studies as well, also from the University of Minnesota, Twin Cities. I have prior experience on the Northfield Planning Commission and I also work with and support my county's Planning Department with GIS services.

What does Northfield do well? / ¿Qué hace bien Northfield? *

Northfield does so many things well, from our beautiful and thriving downtown, to our rich and vibrant culture and our tradition of civic engagement, to our amazing colleges and how we make space for them and their diverse student bodies, to the simple fact that when neighbors need help, Northfield shows up. In Northfield, community is a verb, and I am so proud to be a part of it.

What challenges does Northfield face? / ¿A qué retos se enfrenta Northfield? *

Though we get a lot right, a major challenge Northfield faces stems from how we use land, and on whom the majority of the tax burden falls-- in Northfield, residential homesteaders pay the majority of the tax burden, and much of Northfield's taxable land is in fact tax-exempt. Housing costs are high, and many people who want to live here and be a part of Northfield simply can't afford to, and others who bought their homes in the past are finding the tax burden onerous at best and impossible at worst, and are forced to move to other communities. While of course there are other challenges, this is a major concern and one the Planning Commission is uniquely suited to address.

What is your vision for Northfield? / ¿Cuál es su visión de Northfield? *

My vision for Northfield is simple. Northfield should be a welcoming community where everyone belongs, everyone matters and has access to all our city has to offer. The decisions we take to this make this vision real should be grounded by relevant data, in a defensible way-- without fear or favor, and without partisanship. Though of course we will make mistakes, our work should be doing the most good for the most people, and when residents may be adversely impacted, we should work to mitigate that impact to the minimum possible.

Reapplying

If you are reapplying for a term on a board/commission, please complete the below questions. / Si Vuelve a presentar su candidatura para un mandato en un consejo/comisión, rellene las siguientes preguntas.

Explain what you've added to the work of your board or commission during your term(s). / 11. Explique qué ha aportado al trabajo de su junta/comisión durante su(s) mandato(s).

In my last term as a Planning Commissioner, I added value to the Commission through my geographic expertise, willingness to learn, and openness to change. Additionally I augmented our comprehensive plan work by offering my professional services to the City gratis to better support our efforts.

What have you found most fulfilling during your term(s)? / ¿Qué es lo que más le ha llenado durante su mandato?

I find learning new perspectives and knowing that my service on the Commission actually helps the City meaningfully deeply rewarding. I have been a Northfield resident since 2014, and this is my home. Knowing that my work makes a difference to my fellow Northfielders is very important to me.

What have you found most challenging during your term(s)? / 13. ¿Qué le ha resultado más difícil durante su mandato?

Occasionally, I find the process challenging and overburden with procedure. And I've found the few instances where the City Council (who is, after all, the final authority) and the Planning Commission have disagreed vexing-- however that's the Council's prerogative. But the process matters, because an open, transparent process gives the residents of Northfield the opportunity to understand what is happening in their community and to have their voices heard.

Questions / Preguntas

Contact Lynette Peterson, City Clerk, City of Northfield, 801 Washington St., Northfield, MN 55057

Email Lynette Peterson

Póngase en contacto con Lynette Peterson, Secretaria Municipal, Ciudad de Northfield, 801 Washington St., Northfield, MN 55057

Envié correo electrónico a Lynette Peterson

Public data / Datos públicos

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File #: 26-207, **Version:** 1

City Council Meeting Date: April 21, 2026

To: City Council
City Administrator

From: Mayor Erica Zweifel

Consider Approval of Mayoral Board/Commission Youth Appointments.

Action Requested:
The Northfield City Council approves a motion to approve the Mayoral board/commission youth appointments as indicated below:

Economic Development Authority
Henry Thorkelson - non-voting youth representative
Parker Malecha - non-voting youth representative

Environmental Quality Commission
Ava Podracky (c) -voting youth representative
Alex Halverson (c) - non-voting youth representative

Heritage Preservation Commission
Teagan Noetzel (c) - voting youth representative
Astrid White (c) - non-voting youth representative

Housing & Redevelopment Authority
Abby Kauffeld (c) - non-voting youth representative
Kaylee Swanson (c) - non-voting youth representative

Human Rights Commission
Mae Berglund (c) - non-voting youth representative
Xiomara Conde Arenas (c) - voting youth representative
Dean Kvestad (c) - non-voting youth representative
Dalilah Toledo Amores - non-voting youth representative

Library Board
Cedric Cusack (c) - voting youth representative
Alina Mendoza Garcia - non-voting youth representative
Joshua Flugum - non-voting youth representative

Mayor's Youth Council (all voting members)
Sonya Pick (c)

Elizabeth McCormick (c)
McCoy Weitz (c)
Aksel Johnson (c)
Josephine Mewes (c)
Ian Johnson (c)
Gwen Tapper (c)

Megan Cina (c)
Alex Fortner (c)
Sydney Livingston
Owen Jacobi
Isabelle Paulson
Isidro Simon Garcia
Kennedy Weed
George Bulfer
Walter Peterson
Hope Edwards
Jaydien Villanueva

Northfield Youth Substance Prevention Alliance Task Force
Lindsey Clark (c) - voting youth representative
Michaela Gummow (c) - voting youth representative
Mya Haak (c) - voting youth representative
Aurora Peterson - voting youth representative

Planning Commission
Abby Pape (c) - non-voting youth representative
Eli Podracky - non-voting youth representative

(c) = returning member

Summary Report:
The City Council is being asked to approve the youth appointments as noted above. The MYC and youth appointees to boards and commissions act in an advisory capacity to the boards, commissions and City Council for the purposes of advising these groups on perspectives and issues important to Northfield youth in order to assure a youth voice in civic affairs, and working with community partners and other youth initiatives to help design and recommend solutions and options to address opportunities and areas of concern in the Northfield community. Youth members are appointed/reappointed annually. Applications to serve on the MYC, boards and commissions are completed and submitted to the Adult Advisor, Emily Culver. The applications are assembled and reviewed by the Adult Advisor and current members of the Youth on Boards program (as they are able). Recommendations for appointments to fill vacant or expired positions are made to the Mayor based on the review and the desire to create a MYC, and appointees to boards and commissions, that are gender, ethnic and age diverse. Members shall thereafter be appointed by the Mayor, with the approval of the City Council.

In addition to the youth that will serve on City Boards and Commissions during the 2026-27 school year, there are currently 5 additional youth serving on further Boards or Councils within the

community that are part of the Youth on Boards program. These include the District Youth Council, Arcadia Charter School Board, and the Community Education Advisory Board, all part of the Northfield Public Schools system, 16 local non-profit Boards (Beyond the Yellow Ribbon, League of Women Voters, Clean River Partners, Northfield Area Family YMCA, Northfield Arts Guild, Healthy Community Initiative, Northfield Historical Society, Northfield Shares, Northfield Youth Choirs, Rice County Area United Way, Friends of Downtown Northfield, Friends and Foundation of the Northfield Public Library, Northfield Chamber of Commerce, Northfield Convention and Visitor's Bureau, Women in Northfield Giving Support (WINGS), and Rice County Family Services Collaborative).

The Youth on Boards program is funded collaboratively between the City of Northfield, Youthprise and Healthy Community Initiative, with strong support from the Northfield School District.

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
Youth members will start their terms in May or the next meeting of their board/commission.

File #: 26-208, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Lynette Peterson, City Clerk

Consider a motion approving the lower-potency hemp edible retailer application for Kwik Trip Inc. dba Kwik Trip #385, 500 Laurel Court.

Action Requested:
The Northfield City Council is asked to approve a motion approving the lower-potency hemp edible retailer registration for Kwik Trip Inc. dba Kwik Trip #385, 500 Laurel Court.

Summary Report:
The applicant, Kwik Trip #385, has submitted a complete application for a lower-potency hemp edible (LPHE) retailer registration to sell qualifying lower-potency hemp edibles as permitted under Minnesota law and the City of Northfield Code. The application has been reviewed by Community Development, the Police Department, and the City Clerk's office for compliance with applicable state and local requirements.

Lower-potency hemp edibles are regulated by the State of Minnesota through the Minnesota Office of Cannabis Management (OCM) and by the City of Northfield through local registration and zoning standards. The City's role includes verification of zoning compliance, business registration, and adherence to operational standards adopted by ordinance.

Retailers of LPHE products must obtain both local approval from the City and an active LPHE retailer license with the Minnesota Office of Cannabis Management prior to commencing sales.

Retailers of LPHE products must comply with all applicable statutes, rules, and guidance issued by the Minnesota Office of Cannabis Management, including but not limited to:

- Product potency limits and ingredient restrictions;
- Packaging and labeling requirements;
- Age verification requirements (21+);
- Prohibition on marketing to minors;
- Product sourcing, testing, and recordkeeping requirements; and
- Applicable advertising, storage, and operational standards.

City Code provisions regulate LPHE retailers with respect to:

- Zoning and land use compliance;
- Separation distances from sensitive land uses, if applicable;
- Local registration requirements;
- Compliance with nuisance, signage, building, fire, and operating standards; and

- Ongoing cooperation with inspections and enforcement.

The proposed business location is within a zoning district that permits retail tobacco and specialty retail sales. Staff has reviewed the location and finds it to be compliant with the City's zoning regulations for LPHE retail. Staff reviewed the submitted application materials, including:

- Business registration documentation;
- Proof of compliance with OCM requirements;
- Floor plan and description of business operations; and
- Attestation regarding age-restricted sales and compliance with state potency limits.

The applicant has provided all required documentation and paid the applicable registration fees. The Northfield Police Department reviewed the application and reported no outstanding concerns related to the applicant or proposed operation at this time.
The applicant has affirmed that:

- All LPHE products sold will comply with OCM potency limits and labeling requirements;
- Products will be stored and displayed in compliance with City Code; and
- Sales will be restricted to individuals age 21 and over, with age verification procedures in place.

The application for Kwik Trip #385 is complete and meets the requirements of City Code. The proposed location is appropriately zoned for the requested use. The applicant has demonstrated the ability and intent to comply with OCM regulations governing lower-potency hemp edibles. No adverse impacts to public health, safety, or welfare have been identified through staff review. The applicant has received approval of a LPHE retailer license from the OCM subject to local approval of the retail registration.

This staff report summarizes applicable regulatory requirements but does not replace or supersede the requirements of state law, OCM rules, or the City of Northfield Code, all of which remain fully enforceable.

Staff recommends approval of the LPHE retailer registration for Kwik Trip #385, subject to the following conditions:

1. The registration shall be contingent upon continued compliance with all requirements of the Minnesota Office of Cannabis Management and the City of Northfield Code.
2. The applicant shall maintain their OCM-issued LPHE retailer license.
3. The registration may be suspended or revoked upon violation of state law, OCM rules, or City Code provisions.
4. The applicant shall permit inspections by City staff and law enforcement as authorized by law.
5. Any change in ownership, location, or business operations related to hemp-derived products shall require updated City approval.

Alternative Options:
N/A

Financial Impacts:
The City receives a $125 application fee annually for LPHE retail operations endorsement.

Tentative Timelines:
Following City approval, the applicant must submit proof of local authorization to the Minnesota Office of Cannabis Management for final activation of the state LPHE retailer license. The applicant may not commence sales until both local approval and state registrations are active.

File #: Res. 2026-044, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Lynette Peterson, City Clerk

Approve application for premises permit for the Defeat of Jesse James Days Committee, Inc. at Taco Terco LLC.

Action Requested:
The Northfield City Council is being asked to consider the attached resolution approving a premises permit application for the Defeat of Jesse James Days Committee, Inc. to conduct gambling activities at Taco Terco LLC at 307 S. Water Street, Suite B and 303 S. Water Street, Northfield.

Summary Report:
The Defeat of Jesse James Days Committee, Inc. is in the process of applying for a premises permit to conduct charitable gambling at Taco Terco LLC pursuant to Gambling Control Board procedures, part of the process includes obtaining city approval of the premises permit. The premises permit allows the Defeat of Jesse James Days Committee, Inc. to conduct gambling activities at Taco Terco LLC subject to the rules and regulations of the Minnesota Gambling Control Board. Taco Terco LLC has not yet opened the establishment, but this license will go into effect once opened. Effective July 1, 2009, the term of a premises permit is perpetual. The permit remains in effect until the organization terminates the site or the Gambling Control Board suspends or revokes the permit. Organizations are no longer required to renew premises permits every two years. Staff recommends approval.

Alternative Options:
N/A

Financial Impacts:
The City of Northfield receives a $50 fee for the premises permit.

Tentative Timelines:
N/A

CITY OF NORTHFIELD, MN
RESOLUTION 2026-044
APPROVING PREMISES PERMIT APPLICATION FOR THE
DEFEAT OF JESSE JAMES DAYS COMMITTEE, INC.

WHEREAS, the Defeat of Jesse James Days Committee, Inc. is applying to the Gambling Control Board for a premises permit to conduct gambling activities at Taco Terco, 307 S. Water Street, Suite B, and 303 S. Water Street, Northfield, Minnesota; and

WHEREAS, the City must consider approval or denial of such applications.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL THAT:

The City Council of the City of Northfield hereby approves a premises permit application for the Defeat of Jesse James Days Committee, Inc. to conduct gambling activities at Taco Terco, 307 S. Water Street, Suite B, and 303 S. Water Street, Northfield, Minnesota.

PASSED by the City Council of the City of Northfield on this 21st day of April, 2026.

ATTEST

_____ _____
City Clerk Mayor

VOTE: ___ ZWEIFEL ___ BEUMER ___ DAHLEN ___ HOLMES

___ NESS ___ PETERSON WHITE ___ SOKUP

File #: 26-116, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and Members of Council
City Administrator

From: David Bennett, Public Works Director/City Engineer

Consider Approval of MOU with Three Rivers Community Action/Hiawathaland Transit related to Transit Services in Northfield.

Action Requested:
The Northfield City Council Approves the MOU with Three Rivers Community Action/ Hiawathaland Transit related to Transit Services in Northfield.

Summary Report:
Hiawathaland Transit recently prepared a MOU related to transit services for local jurisdictions that they service in Southeast MN including Northfield. The main purpose of the MOU was related to the local cost share on buses for smaller jurisdictions. Smaller local jurisdictions would have larger increases in their budgets to cover their share of the buses. The MOU moves to a more uniform amount that is collected over the term of the MOU versus the spikes that a jurisdiction would see when they have to replace a bus.

The City cost share for buses is typically 20%. Hiawathaland has some time received additional grants that have lowered the Northfield match to 10%. The current MOU provides for a uniform payment of $12,000 annually to cover Northfield local match for buses. The City and Hiawathaland began working on the MOU in 2025, the first year payment will be $24,000 to cover 2025 and 2026. As the MOU nears the end, Hiawathaland will forecast bus expenditures over the next five years and adjust the MOU with Northfield.

The term of the MOU is January 1, 2026 through December 31, 2029. The City will pay $24,000 in the first year and $12,000 in the following years.

City Plans & Policies Relevance:
NA

Alternative Options:
NA

Financial Impacts:
Funding for the MOU comes from the Vehicle Equipment Replacement Fund for the Buses.
2026 $24,000
2027 $12,000
2028 $12,000

2029 $12,000
Total $60,000

Tentative Timelines:
MOU 2026-2029

MEMORANDUM OF UNDERSTANDING BETWEEN THREE RIVERS COMMUNITY ACTION, INC.
AND

THE CITY OF NORTHFIELD

FOR THE PROVISION OF TRANSIT SERVICES

The "Agreement" made this _____day of ____, 2026, between Three Rivers Community Action, Inc., hereinafter referred to as "Three Rivers," and the "City of Northfield" hereinafter referred to as "City."

Whereas, Three Rivers Community Action, Inc. operates public transit under the name Hiawathaland Transit; and

Whereas, Three Rivers is under contract with the Minnesota Department of Transportation (MnDOT) to provide Demand Response and/or Deviated Route services for the cities in Goodhue, Rice and Wabasha Counties: Cannon Falls, Elgin/Plainview, Faribault, Kenyon/Wanamingo, Lake City, Northfield, Pine Island, Red Wing, Wabasha/Kellogg, and Zumbrota/Mazeppa.

WITNESSETH: That for the consideration of the mutual promises and covenants herein stipulated to be performed by the parties to this Agreement, it is agreed as follows:

1. **Services to be Provided.** Three Rivers agrees to provide City with transit services designed to meet the transportation needs of the public (hereinafter "Services"). The scope of Services is attached hereto and incorporated herein by reference as Exhibit A. All Services shall be provided in a manner consistent with the level of care and skill ordinarily exercised by public transit organizations providing similar services.

2. **Term.** The Term of this Agreement will be for a period of five years. This Agreement shall remain in full force and effect commencing from January 1, 2026, and continuing until December 31, 2029, unless terminated earlier as provided in paragraph 4 or amended pursuant to this Agreement. Every individual calendar year that elapses from January 1, 2026, until December 31, 2029, shall be deemed a "Contract Year".

3. **Payment.** City shall pay Three Rivers the amount of twelve thousand dollars ($12,000.00) annually from 2026 through 2029, and Three Rivers will bill in January of each year and payment is due and payable within 30 days of invoicing. The first payment due will be twenty-four thousand dollars ($24,000.00) and each year thereafter will be twelve thousand dollars ($12,000.00) for the term of this Agreement. The terms for any subsequent years can be renegotiated in 2029. The City shall make no other payments under this Agreement.

4. **Termination.** This Agreement may be terminated as follows:

4.1. **Mutual Agreement**. The Parties, by mutual written agreement, may terminate this Agreement at any time.

4.2. **City Breach**. Three Rivers may terminate this Agreement in the event of a breach of the Agreement by City upon providing thirty (30) days' written notice to City and an opportunity to cure the breach before expiration of the thirty (30) days.

4.3. **Termination by City**. City may terminate this Agreement for any reason or no reason at all at any time upon providing thirty (30) days' written notice to Three Rivers. If City does not provide notice of termination prior to December 1st of any year, City will pay the annual payment set forth in Paragraph 3 for the upcoming year, but City will not be responsible for paying annual payments for future years.

In the event of termination, City shall pay Three Rivers for amounts due and owing for Services performed to the date of termination. In the event termination occurs during a Contract Year, City shall prorate the annual payment to Three Rivers based on the date of termination.

5. **Insurance**. For the entire term of this Agreement, Three Rivers will provide insurance for bodily injury and property damage liability and related coverages, including physical damage insurance on the buses in at least the limits set forth in Three Rivers' contract with the state of Minnesota titled "Public Transit Participation Program Operating Grant Agreement."

6. **Licensure and Training.** Three Rivers will ensure that all transportation drivers will maintain the licensure and training required for the class of vehicle driven.

7. **Property of Three Rivers.** The bus fleet is the property of Three Rivers. City shall not be liable for injuries to persons or damage to property associated with the Services outline in Paragraph 1.

8. **Indemnification**. Notwithstanding any other provisions hereof and in the performance of this Agreement, Three Rivers agrees to indemnify, save, and hold the City, its agents, and employees harmless from any claims, causes of action, liabilities, losses, damages, costs, expenses including reasonable attorneys' fees, suits, demands and judgements of any nature, because of bodily injury to or death of, any person or persons and/or because of damage to property of Three Rivers or others, including loss of use from any cause whatsoever, which may be asserted against the City on account of any act or omission, including negligence, of Three Rivers, or Three Rivers' employees or agents in connection with or arising from the performance of this Agreement by Three Rivers or Three Rivers' agents or employees. This obligation survives termination of this Agreement.

Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which City is entitled.

9. **Independent Contractor**. All Services provided by Three Rivers pursuant to this Agreement shall be provided by Three Rivers as an independent contractor and not as an employee of City for any purpose, including but not limited to: income tax withholding, workers' compensation, unemployment compensation, FICA taxes, liability for torts and eligibility for employee benefits. Three Rivers shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide Services identified herein. Three Rivers is responsible for hiring sufficient workers to perform the services/duties required by this Agreement, withholding their taxes and paying all other employment tax obligations on their behalf.

10. **Data Practices Act Compliance**. Any and all data provided to Three Rivers, received from Three Rivers, created, collected, received, stored, used, maintained, or disseminated by Three Rivers pursuant to this Agreement shall be administered in accordance with, and is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. The remedies in Minnesota Statues Section 13.08 apply to Three Rivers.

11. **Reporting**. Three Rivers shall make all necessary reports to the Minnesota Department of Transportation.

12. **Permits/Licenses.** Three Rivers shall obtain and pay for all permits and licenses necessary and ordinary for the Services required herein, shall comply with all lawful requirements applicable to the Services, and shall give and maintain any and all notices required by applicable law pertaining to the Services.

13. **Taxes.** Three Rivers shall pay any applicable state sales taxes applicable to the Services provided herein and any property taxes, as applicable, to the real property and buildings upon which Three Rivers uses for its operations in performing the Services under this Agreement.

14. **Subcontracting.** Three Rivers shall not enter into any subcontract for performance of any Services contemplated under this Agreement, without the prior written approval of City. Three Rivers shall be responsible for the performance of all subcontractors and shall require the same to meet the insurance and indemnification requirements contained herein.

15. **Bus Shelters**. Three Rivers and City agree to work cooperatively to obtain bus shelters to be placed on public property. Three Rivers shall be solely responsible for purchasing new shelters unless, prior to a purchase, City agrees in writing to contribute to the cost. Three Rivers shall also be responsible for all costs associated with the installation and/or relocation of bus shelters at locations mutually agreed upon by both Parties. As

of the effective date of this MOU, Three Rivers has no plans to purchase or relocate any bus shelters during the term of this MOU.

16. **Costs**. The Parties agree to the following terms related to costs under this Agreement:

16.1. Three Rivers shall be solely responsible for all operating and capital costs that arise during the term of this Agreement. The payments set forth in Paragraph 3 reflect City's only obligation to contribute to Three Rivers operating costs. Other than those payments, City has no obligation to contribute to Three Rivers' operating, capital, or any other costs or expenses, whether anticipated or unanticipated.

16.2. Three Rivers will not be compensated separately for any incidental expenses.

17. **Transit Advisory Council**. City will provide a representative to the Transit Advisory Council to attend meetings and elicit feedback regarding ridership, fare, and transit routes.

18. **Amendments**. Except as expressly permitted by this Agreement, no amendments may be made to this Agreement except upon mutual written agreement signed by both Parties.

19. **Waiver**. No waiver of any provision or of any breach of this Agreement shall constitute a waiver of any other provisions or any other or further breach, and no such waiver shall be effective unless made in writing and signed by an authorized representative of the Party to be charged with such a waiver.

20. **Entire Agreement.** Except for the ground lease agreement for the Transit Maintenance Building operated by Three Rivers in performing the Services located on that certain real property owned by the City located at 1730 Riverview Drive in the City, this Agreement, any attached exhibits and any addenda or amendments signed by the Parties shall constitute the entire Agreement between City and Three Rivers and supersedes any other written or oral agreements between City and Three Rivers. This Agreement can only be modified in writing signed by City and Three Rivers. If there is any conflict between the terms of this Agreements and referenced or attached items, the terms of this Agreement shall prevail.

21. **Compliance with Laws.** Three Rivers shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement, or to the facilities, programs and staff for which Three Rivers is responsible.

22. **Non-Discrimination.** The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein.

23. **Governing Law.** This Agreement shall be deemed to have been made and accepted in Rice County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or construction of the Agreement without regard to its choice of law or conflict of laws principles.

24. **Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed an enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

25. **Headings and Captions.** Heading and captions contained in the Agreement are for convenience only and are not intended to alter any of the provisions of this Agreement and shall not be used for the interpretation of the validity of the Agreement or any provision hereof.

26. **Survivability.** All covenants, indemnities, guarantees, releases, representations and warranties by any Party or Parties, and any undischarged obligations of City and Three Rivers arising prior to the expiration of this Agreement (whether by completion or earlier terminations), shall survive such expiration.

27. **Mechanic's Liens.** Three Rivers hereby covenants and agrees that Three Rivers will not permit or allow any mechanic's or materialman's liens to be placed on the City's interest in any property that is the subject of this Agreement during the term hereof. Notwithstanding the previous sentence, however, in the event any such lien shall be so placed on the City's interest, Three Rivers shall take all steps necessary to see that it is removed within thirty (30) days of its being filed; provided, however, that Three Rivers may contest any such lien provided Three Rivers first posts a surety bond, in favor of and insuring the City, in an amount equal to 125% of the amount of any such lien.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

the _____ day of _____, 2026

City of Northfield:

By: _____

Its: Mayor

By: _____

Its: City Clerk

Three Rivers Community Action, Inc.:

By: _____

Its: Executive Director

EXHIBIT A

SCOPE OF SERVICES

Three Rivers shall be responsible for the management, operation, and administration of public transportation services within the designated service area in accordance with applicable federal, state, and local laws, regulations, and funding requirements. The scope of work shall include, but not be limited to, the following:

1. **Service Operations.**
   Planning, scheduling, dispatching, and operation of fixed-route, demand-response, and/or other authorized transit services, including the provision of drivers and operational staff necessary to deliver safe, reliable, and efficient transportation services.
2. **Fleet and Equipment.**
   Operation, maintenance, inspection, and cleaning of vehicles and related equipment used in the provision of transit services, whether owned, leased, or otherwise provided, in compliance with all applicable safety and accessibility standards.
3. **Personnel and Training.**
   Recruitment, training, supervision, and management of all employees and contractors required to perform transit operations, including compliance with labor laws, licensing requirements, drug and alcohol testing, and safety training standards.
4. **Safety and Compliance.**
   Implementation and maintenance of safety programs, emergency procedures, and regulatory compliance, including adherence to Federal Transit Administration (FTA) requirements, Americans with Disabilities Act (ADA) regulations, and applicable state and local transit standards.
5. **Customer Service and Public Interface.**
   Provision of customer service functions, including handling of complaints, inquiries, and public information related to transit services.
6. **Fare Collection and Revenue Management.**
   Administration of fare collection systems, fare enforcement (if applicable), revenue handling, and reporting, in accordance with approved fare policies.
7. **Reporting and Coordination.**
   Preparation and submission of operational, financial, and performance reports as required by funding agencies or the governing entity, and coordination with the City and other stakeholders on service planning, performance, and improvements.
8. **Insurance and Risk Management.**
   Maintenance of required insurance coverage and implementation of risk management practices related to transit operations.

File #: 26-209, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: Justin Wagner, Utilities Manager
David Bennett, P.E., Public Works Director/City Engineer

Consider Project Partnership Agreement with Army Corps of Engineers for Northwest Water Tower Grant.

Action Requested:
The Northfield City Council considers a Motion for the Project Partnership Agreement with Army Corps of Engineers for Northwest Water Tower Grant.

Summary Report:
On March 18, 2025, the City Council approved a motion to redirect the use of federal funds to the northwest area water tower. On July 22, 2025, the City Council approved a letter of intent and a financial capability certification to the Army Corps of Engineers. Tonight's request is to approve the attached Project Partnership Agreement (Attachment 1) between the City of Northfield and the Army Corps of Engineers. The agreement provides $3.945 million in federal funds to be used for the construction of the Northwest Area Water Tower.

With the format of the Federal Funds, the City will pay the Army Corps of Engineers 25% of the project or $1.315 million as well as any costs above the $5.26 million that was approved as part of the federal funds.

The Northwest Water Tower project was split into two projects to ensure that the City stayed within expected project costs. The Northwest Water Tower will be one project, and the second project is the connection of watermains to the Northwest Water Tower as well as Booster Station upgrades to accommodate the Northwest Water Tower.

Renderings (Attachments 2 & 3) of the proposed Northwest Area Water Tower are attached for reference.

Alternative Options:
The City Council could reject the Motion; however, staff does not recommend due to the funding issued to the City.

Financial Impacts:
The agreement requires the City of Northfield to pay 25% of the project or $1.315 million plus any additional costs above and beyond the total approved $5.26 million that was appropriated from the federal government through Section 219. Funds will be paid though the Water Fund.

Estimated Funding Table

NW Water Tower Funding.		
Total Estimated Water Tower Cost	$	5,415,000
Water Tower Contingency	$	541,500
Total Estimated Site Work	$	421,620
Site Work Contingency	$	42,162
Total Estimated Construction	$	6,420,282
Overhead 10%	$	642,028
Engineering	$	249,000
Total Estimated Project Cost	$	7,311,310
Funding by Source		
Army Corp of Engineers (Section 219)	$	3,945,000
City	$	3,366,310
Total Estimated Project Cost	$	7,311,310

Tentative Timelines:

- Design - Ongoing, expected to be completed this summer
- Construction - 2026 to 2029

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
CITY OF NORTHFIELD
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
NORTHFIELD, MINNESOTA NORTHWEST WATER TOWER PROJECT

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for St. Paul District (hereinafter the "District Commander") and the City of Northfield (hereinafter the "Non-Federal Sponsor"), represented by its Mayor.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for the Northwest Water Tower Project at Northfield, Minnesota was authorized by Section 219(f)(346) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the Division Commander for Mississippi Valley Division. The initial increment of work consists of an approximately 750,000-gallon water tower and access road, as generally described in the Letter Report for Environmental Infrastructure Assistance Project: Drinking Water Infrastructure Improvements, Northfield, Minnesota, dated October 2025 and approved by the Division Commander for Mississippi Valley Division on December 17, 2025. Each additional increment of work, if any, will be described in a separate Letter Report, which

will specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government's costs of engineering, design, including preparation of post-Agreement Letter Reports and conducting environmental compliance activities, and construction; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "in-kind contributions" means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Mississippi Valley Division (hereinafter the "Division Commander"). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount, unless the Government, in its sole discretion, provides additional Federal funds for such work. If the Government determines that the Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor and suspend or terminate such work in accordance with Article VII.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will

seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. The Non-Federal Sponsor shall be responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of such betterments. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or the Government

initiating construction on real property interests already owned or controlled by the Non-Federal Sponsor, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of each increment of work. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for each increment of work, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State or Commonwealth law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displace persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment of work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners,, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides

the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $15,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the $15,000 threshold, up to an amount of $35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than $35,000 and up to $50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable State or Commonwealth law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of Minnesota would

apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld,

in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be $5,260,000, with the amount of Federal funds available for such work limited to $3,945,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be $1,315,000, which includes creditable real property interests projected to be $0, creditable relocations projected to be $0, creditable in-kind contributions projected to be $0, and the amount of funds required to meet its minimum 25 percent cost share projected to be $1,315,000. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, St. Paul (B6)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed

from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion or termination of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor to meet its share of construction costs, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, St. Paul (B6)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds.

F. If the Government agrees to perform betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement or the Government determines that available Federal funds for an increment of work will be exhausted prior to completion of such work, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
City of Northfield
801 Washington Street
Northfield, Minnesota 55057

If to the Government:

District Commander
U.S. Army Corps of Engineers, St. Paul District
332 Minnesota Street, Suite E1500
St. Paul, Minnesota 55101-1323

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____
Matthew B. Chase
Colonel, U.S. Army
District Commander

DATE: _____

CITY OF NORTHFIELD

BY: _____
Erica Zweifel
Mayor

DATE: _____

Attachment


NORTHFIELD



File #: 26-210, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council

From: Ben Martig, City Administrator

Reports From the Mayor and Council Members.

Summary Report:
During this portion of the meeting, the Mayor and Council will provide updates on work being done on the boards, commissions, and committees they are a part of, as well as other City events they have participated in.

Below are the 2026 board, commission and committee appointments of the City Council.

Mayor Zweifel
- City/Hospital Governance Committee
- Housing and Redevelopment Authority (HRA)
- Mayor's Youth Council

Councilor Beumer
- Beyond the Yellow Ribbon
- Economic Development Authority (EDA)
- Housing and Redevelopment Authority (HRA)

Councilor Dahlen
- Council Employment Committee
- Housing and Redevelopment Authority (HRA)
- Mill Towns Trail Joint Powers Board

Councilor Holmes
- Council Employment Committee
- City/Hospital Governance Committee
- Housing and Redevelopment Authority (HRA)
- Planning Commission (PC)

Councilor Ness
- Age Friendly Steering Committee
- Convention and Visitors Bureau Board

- Council Employment Committee
- Housing and Redevelopment Authority (HRA)
- Northfield Area Fire & Rescue Services (NAFRS)
- Rice/Steele 911 Center Board

Councilor Peterson White

- City/Hospital Governance Committee
- Friends of Downtown Northfield
- Economic Development Authority (EDA)
- Hiawathaland Transit Advisory Committee
- Hospital Board
- Housing and Redevelopment Authority (HRA)
- Northfield Transportation Advisory Committee

Councilor Sokup

- Housing and Redevelopment Authority (HRA)
- Mill Towns Trail Joint Powers Board

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
N/A

File #: Res. 2026-045, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and Members of Council

From: Ben Martig, City Administrator

Consider Resolution Approving a Purchase Agreement for the Acquisition of a Medical Clinic, a Taxable Subordinate Hospital Revenue Note, Series 2026C in Connection with Financing Such Acquisition, and Amended and Restated Indenture of Trust and Related Documents.

Action Requested:
The Northfield City Council Approves Resolution Approving a Purchase Agreement for the Acquisition of a Medical Clinic, a Taxable Subordinate Hospital Revenue Note, Series 2026C in Connection with Financing Such Acquisition, and Amended and Restated Indenture of Trust and Related Documents.

Summary Report:
The Northfield Hospital & Clinics is recommending the City Council approve the Purchase of Property at 1400 Jefferson Road. The NH+C board of directors voted on the agreement at an April 13, 2026 special meeting and unanimously approved the resolution.

City Code Section 2-307 Subd. 4, as stated below, requires approval from the City Council related to purchase.

Sec. 2-307. - Authority reserved to city council.
The city council shall have the exclusive authority to:

(1) Construct any additional hospitals or additions to the present hospitals, convalescent homes, nursing homes and related medical facilities including medical clinics.
(2) Construct any appurtenant structures.
(3) Acquire any real property for any hospital or related use.
(4) Buy, sell, or lease any of the above mentioned facilities or property.
(5) Levy or impose taxes for the operation and maintenance of any part of the hospital system.
(6) Enter into operation, management, sale, purchase, privatization, lease and all other similar operations and/or management agreements by which a substantial portion of the hospital system's assets (including but not limited to equipment, supplies, and accounts), cumulatively or collectively, are leased, licensed, or otherwise transferred or conveyed, for any length of time, to another legal entity other than the hospital and the board to operate and/or manage the same.

On December 16, 2025, Northfield Hospital + Clinic made a public announcement with Allina Health that we had signed a Letter of Intent for NH+C to purchase the Northfield Allina clinic at 1400 Jefferson Road from Allina Health. Over the past four months extensive due diligence has been conducted under the direction of NH+C's board of directors. The due diligence has included external and internal assessments of impacts to patient care, access, and experience in addition to operations, finances, contracting, and technology.

The NH+C board of directors held a first review of the due diligence findings at the February 26th, 2026, board meeting. At this meeting NH+C administration presented recommendations, answered questions, and received input from board members on any outstanding issues to address.

A second review occurred at the NH+C board of directors meeting on March 12, 2026. Hospital administration presented additional information and provided updates on the negotiations of the final agreement terms.

At an April 13, 2026 special meeting, the NH+C board received a third and final due diligence presentation. At this meeting, the board of directors unanimously approved a motion to recommend to Northfield City Council that NH+C purchase the Allina Northfield Clinic building.

Key elements of the proposed purchase agreement of 1400 Jefferson Road:

- NH+C will purchase 1400 Jefferson Road including land, building, and equipment for $5.56 million. An initial payment of $2 million will be made at time of purchase, and the remaining $3.56 million will be paid to Allina over 5 years with 4% interest.
- This deal will benefit healthcare in Northfield by strengthening the financial position of NH+C and keeping more care local. Duplication of imaging services, lab services, and specialty outreach has created a disjointed healthcare environment in Northfield that has weakened both Allina and NH+C. When NH+C opens a new clinic at 1400 Jefferson Road, it will unite healthcare in our community and create a positive financial impact that returns NH+C to a positive operating margin.
- NH+C administration engaged the audit and professional services firm Clifton Larson Allen (CLA) to validate the financial projections associated with the purchase of 1400 Jefferson Road. The internal and external analysis concluded that this deal has a favorable 2.5-year payback period. The NH+C finance committee met on February 24, 2026 and unanimously endorsed moving forward with this purchase.
- As part of the transaction, Allina Health will receive a 12-year right of first refusal to purchase NH+C if the City of Northfield decides to change the ownership structure of the municipal hospital. It is important to note that there is a carve out for the situation in which the city decides to convert NH+C to a 501c3 non-profit hospital. In that situation, the right of first refusal would survive, but it would not be triggered, and NH+C would remain independent.
- In March of 2026, Allina announced an LOI to join Sutter Health, a non-profit health system based in California. The 12-year right of first refusal between Allina and NH+C would survive that purposed transaction. For purposes of clarity, the 12-year right of first refusal between Allina and NH+C only survives if Allina joins a non-profit organization and would terminate in all other cases.

From a tax revenue standpoint, there is no impact to city or school revenue. Healthcare clinics are taxed at the normal property rate and NH+C will be responsible for the payment ($223,900 in 2025) as the new owner.

In addition to facts in this memo, there are additional public FAQ on the NH+C website: *FAQ with CEO Zander Abbott on Allina Clinic purchase | Northfield Hospital + Clinics* (Attachment #5).

The NH+C operations team is actively planning and preparing for the September 2026 re-opening of the newly named NH+C clinic at 1400 Jefferson Road with familiar doctors and health care staff but new leadership and ties to our community hospital.

Northfield Hospital + Clinics President and Chief Executive Officer Zander Abbott presented on the proposed purchase at the March 3, 2026 City Council meeting. The link to that presentation is attached (attachment #4).

Mr. Abbott will be in attendance at the Council meeting to provide additional summary information related to the due diligence and request approval to purchase 1400 Jefferson Road including the land, building, and equipment, and to grant a 12-year right of first refusal to Allina Health.

City Plans & Policies Relevance:

Alternative Options:

Financial Impacts:

Tentative Timelines:

CITY OF NORTHFIELD
COUNTIES OF DAKOTA AND RICE
STATE OF MINNESOTA

RESOLUTION NO. 2026-045

A RESOLUTION APPROVING A PURCHASE AGREEMENT FOR THE ACQUISITION OF A MEDICAL CLINIC, A TAXABLE SUBORDINATE HOSPITAL REVENUE NOTE, SERIES 2026C IN CONNECTION WITH FINANCING SUCH ACQUISITION, AN AMENDED AND RESTATED INDENTURE OF TRUST AND RELATED DOCUMENTS

WHEREAS, the City of Northfield, Minnesota (the "City") is, by the Constitution, its Charter and the laws of the State of Minnesota, including Minnesota Statutes, Sections 447.45 to 447.50, as amended (the "Act"), authorized to issue and sell its revenue bonds and other obligations to finance or refinance the acquisition and betterment of hospital, nursing home, and related medical facilities (collectively, the "Hospital") and pursuant to Section 14.2 of the City Charter the control and management of the Hospital is committed to the Hospital Board; and

WHEREAS, it has been proposed to this Council that the City issue and sell its Taxable Hospital Subordinate Revenue Note, Series 2026C (the "Series 2026C Note") pursuant to the Act and pursuant to a Fifth Amended and Restated Indenture of Trust dated on or after September 1, 2026 (together with any Supplement thereto, the "Amended and Restated Indenture"), which amends that certain Fourth Amended and Restated Indenture of Trust, dated as of October 1, 2025, between the City, and Computershare Trust Company, N.A., as Trustee (as previously amended, the "Existing Indenture"), to acquire a clinic located at 1400 Jefferson Road in the City (the "Property" or the "Project") pursuant to that certain Asset Purchase Agreement, dated on or after the date hereof, (the "Purchase Agreement") between the City on behalf of Northfield Hospital + Clinics ("NH+C") and Allina Health System, a Minnesota nonprofit corporation ("Allina"); and

WHEREAS, the Hospital Board of the Northfield City Hospital has recommended that the City approve the issuance of the Series 2026C Note as provided herein; and

WHEREAS, the Hospital Board has approved the purchase of the Property on the terms set forth in the draft Purchase Agreement, and requests the City Council's approval of the same for the City, on behalf of NH+C, to acquire the Property using NH+C funds pursuant to City Charter, Section 14.4, and City Code, Section 2-307; and

WHEREAS, Minnesota Statutes, Section 462.356, subdivision 2 states that no publicly owned interest in real property within a city shall be acquired or disposed of until after the planning commission has reviewed the proposed acquisition or disposal and reported in writing to the city council its findings as to compliance of the proposed acquisition or disposal with the comprehensive plan; and

WHEREAS, the same statute further states, however, that the governing body may, by resolution adopted by two-thirds vote, dispense with the requirements of this subdivision when in

its judgment it finds that the acquisition or disposal of real property has no relationship to the comprehensive plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Northfield, Minnesota (the "Council"), as follows:

1. Acquisition of Property. The City Council hereby finds that the proposed acquisition of the Property by the City, on behalf of NH+C, has no relationship to the City's Comprehensive Plan, and therefore review of the proposed acquisition by the Northfield Planning Commission is not required under Minn. Stat. § 462.356, Subd. 2, and is hereby dispensed with as allowed by that statute. The City Council hereby approves the purchase of the Property described in the Purchase Agreement by the City, on behalf of NH+C, provided that the purchase of the Property and all related assets on the Property shall be entirely paid for with Hospital funds. The City Council hereby approves the Purchase Agreement, as to form, and authorizes and directs the Mayor and City Clerk: (a) to execute the Purchase Agreement substantially in the form hereby approved and allowing any necessary minor or technical changes as approved by the City Administrator and City Attorney related to the attached document prior to execution thereof; (b) to execute such other documents as are necessary to close on the purchase of the Property by the City, on behalf of NH+C; (c) that NH+C following closing shall record the requisite instruments of conveyance, as applicable, of the Property to the City, on behalf of NH+C, by Allina, in the applicable Office of the County Recorder / Registrar of Titles; and (d) that NH+C pay all such requisite fees and taxes related to the same.

2. Findings for Financing. It is hereby found, determined and declared that:

(i) The Project constitutes the financing or refinancing of the acquisition and betterment of hospital and related medical facilities under the Act.

(ii) It is desirable that the Series 2026C Note be issued by the City upon the terms set forth in the Amended and Restated Indenture, under the provisions of which the City pledges to the payment of the Series 2026C Note the Net Revenues of the Hospital (as defined in the Amended and Restated Indenture), solely as provided therein, on a basis subordinate to the payment of certain existing Bonds and Additional Bonds (as those terms are defined in the Amended and Restated Indenture), to the Trustee as security for the payment of the principal of the Series 2026C Note when due, plus accrued interest thereon.

(iii) The Amended and Restated Indenture provides for payment by the City to the Trustee, solely from Net Revenues of the Hospital on a basis subordinate to the payment of certain existing Bonds and Additional Bonds (as those terms are defined in the Amended and Restated Indenture), in the amounts sufficient to pay the principal of the Series 2026C Note when due, plus accrued interest thereon. The Series 2026C Note will be further secured by a Mortgage, Security Agreement and Fixture Financing Statement (the "Series 2026C Mortgage"), against the Project clinic facility to be acquired, dated on or after the date from the City, as mortgagor, in favor of Allina.

(iv) Under the provisions of the Act, and as provided in the Amended and Restated Indenture, the Series 2026C Note is not to be payable from or charged upon any

funds of the City other than Net Revenues of the Hospital (as defined in the Amended and Restated Indenture) and moneys in the funds and accounts held by the Trustee which are pledged to the payment thereof and the proceeds of the Series 2026C Mortgage, if any; no owners of the Series 2026C Note shall ever have the right to compel the exercise of the taxing power of the City to pay the Series 2026C Note, nor to enforce payment thereof against any property of the City (other than Net Revenues of the Hospital and moneys in the funds and accounts held by the Trustee and the property subject to and described in the Series 2026C Mortgage); the Series 2026C Note shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City (other than the interest of the City in Net Revenues of the Hospital and moneys in the funds and accounts held by the Trustee and the property subject to and described in the Series 2026C Mortgage); and the Series 2026C Note issued under the Amended and Restated Indenture shall effectively recite that such Series 2026C Note shall not constitute or give rise to a charge against the general credit or taxing powers of the City.

(v) All conditions to the issuance of the Series 2026C Note as "Subordinate Lien Indebtedness" under Section 5.03 of the Existing Indenture have been or will be satisfied, or consents will be obtained from holders of existing bonds issued under the Existing Indenture that will remain outstanding after the issuance of the Series 2026C Note.

3. Acceptance of Note Holder. Allina has offered to accept the Series 2026C Note as evidence of the obligation to pay a portion of the purchase price of the Project in accordance with the Purchase agreement in the par amount of the Series 2026C Note subject to the terms set forth in the Amended and Restated Indenture and in the Purchase Agreement and the City accepts such offer.

4. Approval and Execution of Bond Documents. The Council hereby approves the Series 2026C Note, the Amended and Restated Indenture, the Purchase Agreement and the Series 2026C Note in substantially the forms on file with the City Finance Director and such other documents as bond counsel to the City considers appropriate in connection with the Project and the Series 2026C Note, (collectively, the "Financing Documents") and the Mayor and the City Clerk (the "Authorized Officers") are hereby authorized and directed to execute, on behalf of the City, the Financing Documents. All of the provisions of the Financing Documents, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The approval hereby given to the Financing Documents includes 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 bond counsel to the City or by the Authorized Officers authorized herein to execute or accept, as the case may be, said documents prior to their execution; and said Authorized Officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the Authorized Officers shall be conclusive evidence of the approval of such document in accordance with the terms hereof. In the event of absence or disability of the Authorized Officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any member of the Council or any duly designated acting official, or by such other officer or officers of the City as, in the opinion of the City Attorney, may act in their behalf.

5. Approval, Execution and Delivery of the Series 2026C Note. The City shall proceed to issue the Series 2026C Note in connection with the closing on the acquisition of the Project in accordance with the Purchase Agreement, in an aggregate principal amount not to exceed $4,000,000, in the form and upon the terms set forth in the Amended and Restated Indenture, which terms are for this purpose incorporated in this resolution and made a part hereof; provided, however, that the initial aggregate principal amount of, rate of interest on, and the maturity of the Series 2026C Note, and any provisions for the optional or mandatory redemption thereof shall all be set forth in the final form of the Amended and Restated Indenture to be approved, executed, and delivered by the Authorized Officers, which approval shall be conclusively evidenced by such execution and delivery. The Authorized Officers and other City staff and officers are authorized and directed to prepare and execute the Series 2026C Note as prescribed in the Amended and Restated Indenture and to deliver them to the Trustee, together with a certified copy of this Resolution and the other documents required by the Amended and Restated Indenture, for authentication, registration and delivery to the Purchaser thereof. As provided in the Amended and Restated Indenture, the Series 2026C Note shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity and regularity of the issuance thereof.

6. Certificates, Additional Agreements, etc. The Mayor, City Clerk, City Finance Director and other officers of the City, Hospital and Hospital Board are authorized and directed to prepare and furnish to bond counsel and the Purchaser, when issued, certified copies of all proceedings and records of the City and Hospital relating to the Series 2026C Note, such additional agreements as may be necessary in connection with the issuance of the Series 2026C Note and such other affidavits and certificates as may be required to show the facts appearing 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.

PASSED by the City Council of the City of Northfield, Minnesota this 21st day of April, 2026
ATTEST:

_____ _____

City Clerk Mayor

VOTE: ____ ZWEIFEL ____ BEUMER ____ DAHLEN ____ HOLMES

____ NESS ____ PETERSON WHITE ____ SOKUP

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this "Agreement") is by and between the CITY OF NORTHFIELD, a Minnesota municipal corporation, whose address is 801 Washington Street, Northfield, Minnesota 55057, on behalf of NORTHFIELD HOSPITAL + CLINICS, a Minnesota municipal hospital, whose address is 2000 North Avenue, Northfield, MN 55057 (individually the City of Northfield is referred to herein as the "Buyer" or "City" and Northfield Hospital + Clinic is referred to herein as "NH+C" and collectively with Buyer, the "Buyer Parties"), and ALLINA HEALTH SYSTEM, a Minnesota nonprofit corporation, whose address is 2925 Chicago Avenue South, Minneapolis, MN 55407 ("Allina") (each a "Party," and together the "Parties").

RECITALS

A. Allina is a Minnesota nonprofit corporation that operates an integrated care system comprising hospitals, clinics and other health care facilities in Minnesota. Allina offers a continuum of programs and services to benefit the community and has been recognized as a tax-exempt organization within the meaning of Internal Revenue Code Section 501(c)(3).

B. NH+C is a Minnesota municipal hospital duly organized under Northfield City Charter and City Code, and Minnesota Statutes, Chapter 447, and an instrumentality of the City of Northfield. The Buyer owns and NH+C operates an acute care hospital in Northfield, Minnesota, and related clinic and outpatient operations in and around the region serviced by the hospital.

C. Allina operates a clinic location at 1400 Jefferson Road, Northfield, MN 55057 (the "Allina Northfield Clinic" or the "Clinic").

D. Allina owns the real property wherein the Allina Northfield Clinic operates.

E. The Buyer, on behalf of NH+C, desires to (i) purchase certain operating assets owned by Allina's wholly-owned subsidiary, Allina Health Clinics, LLC ("AHC, LLC") and located at the Clinic; and (ii) purchase the real property and related improvements comprising the Clinic. The Buyer intends for NH+C to assume certain rights and obligations related to the purchase of the Clinic as set forth herein.

NOW THEREFORE, in consideration of the promises, the mutual covenants and agreements contained herein, the Parties agree as follows:

ARTICLE 1
BINDING AGREEMENT

1.1 Binding Agreement. This Agreement shall be binding upon the Parties on the Execution Date.

1.2 **Execution Date**. The Execution Date shall be the date on which this Agreement has been executed by each of the Parties.

1.3 **Closing Date**. The Closing Date shall be September 11, 2026, as may be extended pursuant to Section 8.3.

1.4 **Effective Date**. The Effective Date shall be 12:01 a.m. on Closing Date (which is currently expected to be September 11, 2026).

ARTICLE 2
PURCHASE AND SALE OF ASSETS

2.1 **Included Assets.** Allina hereby agrees to sell, assign and transfer to Buyer, and Buyer agrees to purchase and acquire from Allina, on the terms and subject to the conditions set forth in this Agreement, all of Allina's and AHC, LLC's right, title and interest in and to all assets used or usable by Allina at the Clinic, excluding the Excluded Assets, (the "Assets"). The Assets include but are not limited to the following:

2.1.1 Real Property. That certain tract(s) of real property comprising the Clinic, and more particularly described in the legal description attached hereto and incorporated herein as **Exhibit A** (the "Land") together with: (i) the building and all improvements thereon (the "Improvements"), (ii) all rights, privileges and easements in gross or appurtenant to the Land, all assignable development rights and assignable air rights relating to the Land (if any) and any and all easements, rights-of-way, mineral and water rights and other appurtenances used in connection with the beneficial use and enjoyment of the Land (collectively, the "Appurtenances"); the Land, the Improvements and the Appurtenances are sometimes collectively hereinafter referred to as the "Real Property".

2.1.2 Clinic Furniture, Fixtures and Equipment. The furniture, fixtures, equipment, furnishings and other miscellaneous tangible personal property located at the Clinic as of the Closing Date listed on Schedule 2.1.2 (the "FF&E").

2.1.3 Rights and Obligations Under Assumed Contracts. All rights and obligations of Allina under any contracts (including without limitation, service contracts), indentures, guarantees, leases, commitments, or other agreements relating to the Clinic and identified in Schedule 2.1.3 (the "Assumed Contracts"); provided, however, that in the event that any of the Assumed Contracts requires the consent to assignment thereof by a third party (the "Contracts Requiring Consent"), then Allina and NH+C shall use reasonable efforts to procure such third party consent and provide evidence thereof to NH+C, and in the event such third party consent is not obtained by the Closing Date, then (i) such Contract Requiring Consent shall not be regarded as an Assumed Contract from and after the Effective Date; and (ii) unless prohibited by such Contract Requiring Consent, Allina shall make the benefits of such Contract Requiring Consent available to NH+C, and as consideration therefor, NH+C shall pay Allina as they become due, amounts equal to Allina's payment obligations to the other party to such Contract Requiring Consent; provided that such Contract Requiring Consent has not been

amended or its term extended without NH+C's prior written consent. NH+C will assume the obligation to pay, discharge or perform, as appropriate and when due all liabilities and obligations of Allina set forth in the Assumed Contracts arising after the Effective Date.

2.1.4 Books and Records. All books and records and other documents and information directly relating to the Assets.

2.1.5 Telephone Number. The main telephone line (507-663-9000) used by Allina in the operation of its practice at the Clinic.

2.2 Excluded Assets. Notwithstanding any other provision of this Agreement, Allina is not selling to Buyer any assets not specifically identified in Section 2.1 and all such other assets and properties shall be excluded from the Assets (the "Excluded Assts"). Without limiting the generality of the foregoing, the Excluded Assets include the assets, properties and rights specifically set forth on Schedule 2.2.

ARTICLE 3
LIABILITIES

3.1 Liabilities Not Assumed. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTION 2.1, THE BUYER PARTIES DO NOT ASSUME AND SHALL NOT BE LIABLE FOR ANY OF THE DEBTS, OBLIGATIONS OR LIABILITIES OF ALLINA, OR ANY AFFILIATE OF ALLINA, WHENEVER ARISING AND OF WHATEVER TYPE OR NATURE. In particular, but without limiting the foregoing, the Buyer Parties shall not assume, and shall not be deemed by anything contained in this Agreement (other than to the extent expressly set forth in Section 2.1) to have assumed and shall not be liable for any liability of Allina, any Affiliate of Allina, whether known or unknown, contingent, absolute or otherwise (the "Excluded Liabilities"). Allina shall be and will remain responsible for all of the liabilities, obligations and undertakings of Allina not specifically assumed by either Buyer Party including, without limitation, any professional liability arising from the operation of the Clinic on or prior to the Effective Date, and any liability or obligations arising from any of the Excluded Assets described in Section 2.2 of this Agreement. For purposes of this Agreement, Affiliate means any person or entity which directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with another person or entity.

ARTICLE 4
PURCHASE PRICE

4.1 Purchase Price for the Assets. The total purchase price for the Assets and the covenants and obligations entered into by Allina shall be $5,560,724 (the "Asset Purchase Price"). Based on the unique Charter and statutory relationship between the City and NH+C related to conveyance of real property, the Parties hereto acknowledge that title to the Real Property will be conveyed to the City by Allina, but that NH+C, upon the Effective Date and recording the instruments of conveyance contemplated in this Agreement, shall be responsible thereafter for operation and management of the Assets and obligations provided in this Agreement as well as payment of all costs and expenses related thereto, including reimbursement

of the City for any payments made by the City or costs incurred by the City pursuant to this Agreement.

4.2 Manner of Payment.

4.2.1 No later than three (3) business days after the Effective Date, NH+C will deposit One Hundred Thousand Dollars ($100,000.00) as "Earnest Money" with Title Company (as defined herein) which shall be applied to the Purchase Price at Closing.

4.2.2 On the Closing Date, NH+C shall pay One Million Nine Hundred Thousand Dollars ($1,900,000) of the Asset Purchase Price (the "Closing Payment"). NH+C shall make payment to Allina of the Closing Payment, less an amount equal to any direct payment of Allina's indebtedness as of the Closing Date pursuant to payoff letter(s) in form reasonably acceptable to Buyer, which will cause the release of all Liens on the Assets, including without limitation Real Property Liens.

4.2.3 The Buyer Parties shall pay the remaining Three Million Five Hundred Sixty Thousand Seven Hundred Twenty-Four Dollars ($3,560,724), pursuant to a Taxable Hospital Subordinate Revenue Note, Series 2026C in a form acceptable to Allina (the "Hospital Revenue Bond") with four percent (4%) interest. Payments under the Hospital Revenue Bond shall be paid by the Buyer Parties to Allina by wire transfer of immediately available funds to an account designated by Allina.

4.3 Allocation of Purchase Price. The allocation of the Asset Purchase Price, which shall be utilized by the Parties hereto in connection with the preparation of their respective federal and state tax returns, shall be as set forth on Schedule 4.3 (the "Allocation Schedule"), attached hereto, which shall include a specific allocation relating to the Real Property. Such allocation shall be subject to adjustment if the Asset Purchase Price is adjusted pursuant to the terms of this Agreement. The Parties and their respective Affiliates will not take any position inconsistent with the Allocation Schedule in connection with their respective U.S. federal, state and local income tax returns and other filings including Internal Revenue Service Form 8594).

4.4 Fair Market Value. The Parties acknowledge and agree that the Asset Purchase Price was: (i) determined pursuant to an arm's-length negotiation; (ii) is commercially reasonable; (iii) is consistent with fair market value; and (iv) does not take into account the volume or value of any (direct or indirect) referrals by NH+C or Allina to each other and/or its affiliates and/or subsidiaries or other business generated by NH+C or Allina.

4.5 Costs. All expenses, costs, fees and charges in connection with the transactions contemplated under this Agreement shall be borne by the Party commissioning the respective expenses, costs, fees and charges unless it is provided expressly otherwise in the Agreement. Allina shall pay all state deed tax and conservation fees relating to the Real Property; provided, however, NH+C shall pay the cost of recording the Deed. Allina shall pay the cost of recording any documents necessary to perfect its own title or which releases encumbrances other than Permitted Encumbrances. NH+C shall pay the costs of recording all other documents related to the purchase and sale contemplated under this Agreement, including any documents related to financing NH+C receives in connection with this Transaction, if any.

4.6 Prorations. To the extent not otherwise prorated pursuant to this Agreement, the Buyer Parties and Allina shall prorate as of Effective Date, if applicable, power and other utility charges, personal property taxes and, plus all other expenses which are normally prorated upon the sale of assets of a going concern and capital payments. Notwithstanding anything herein to the contrary, general real estate taxes due and payable relating to the Real Property in the calendar year prior to the year of the Closing and all prior years, including any so-called "Green Acres", past due or delinquent real estate taxes or assessment payments, will be paid by Allina. NH+C shall assume all general real estate taxes due and payable relating to the Real Property in all years following the calendar year in which the Closing occurs. General real estate taxes due and payable relating to the Real Property in the calendar year of Closing shall be pro-rated between Allina and the Buyer Parties as of the Effective Date. NH+C shall assume and pay any special assessments levied or pending against the Real Property as of the Effective Date.

ARTICLE 5
REPRESENTATIONS, WARRANTIES AND COVENANTS OF ALLINA

5.1 Representations, Warranties and Covenants of Allina. As a material inducement to the Buyer Parties to enter into this Agreement and with the understanding that NH+C will be relying thereon in consummating the transactions contemplated hereunder, Allina represents and warrants to the Buyer Parties as follows:

5.1.1 Organization and Standing. Allina is a nonprofit corporation duly incorporated, validly existing and in good standing under the laws of the State of Minnesota and has all requisite corporate power and authority to own the Assets, to operate the Clinic as it is now being operated, to sell and transfer the Assets to Buyer pursuant to this Agreement, and to enter into and perform its commitments under this Agreement.

5.1.2 Corporate Authorization. The execution, delivery and performance of this Agreement by Allina, and all other agreements or instruments to be executed by Allina pursuant to this Agreement, have been authorized by proper corporate action and are within its corporate powers. This Agreement constitutes, and such other agreements or instruments executed by Allina in connection herewith will constitute, the legal, valid and binding obligations of Allina, which are, or will be, enforceable against Allina in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

5.1.3 No Liens or Encumbrances. AHC, LLC has, and on the Effective Date will transfer and convey to Buyer, good title to the Assets (other than the Real Property); and on the Closing Date the Assets (other than the Real Property) shall be free and clear of all mortgages, liens, claims, charges, encumbrances, leases, security interests, pledges, and title retention agreements of any kind or nature (collectively "Liens"). Prior to the Closing, Allina will provide Buyer a list of Liens to be released in connection with Closing.

5.1.4 Schedules. The information contained in each of the schedules referenced in and attached to this Agreement is complete, true and correct as of the Execution Date of this Agreement.

5.1.5 No Breaches. Allina is not in violation of, and the execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement, and the consummation of the transactions contemplated hereby do not and will not result in any breach or acceleration of, any of the terms or conditions of Allina's articles of incorporation or bylaws, or of any mortgage, bond, indenture, contract, agreement, license or other instrument or obligation to which Allina is a party or by which the Assets are bound. The execution, delivery and performance of this Agreement or the other agreements contemplated by this Agreement will not result in the violation of any statute, regulation, judgment, writ, injunction or decree of any court, entered or, to Allina's knowledge, threatened in a proceeding or action in which Allina is, was or may be bound or to which the Assets are subject.

5.1.6 Lawsuits and Proceedings. Allina is not engaged in any legal action or other proceedings before any court or administrative agency which would or might reasonably be expected to prohibit the transactions contemplated hereby or which would or might reasonably be expected to have a material adverse effect on the Assets. Allina is not a party to any action or proceeding, nor, to Allina's knowledge, has it been threatened with any such action or proceeding, nor to Allina's knowledge does there exist any basis therefor, which will or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, of the Assets. No order, writ, injunction or decree has been issued by, or, to Allina's knowledge, requested of, any court or governmental agency which does or may reasonably be expected to result in any material adverse change in the Assets.

5.1.7 Condition of Assets. All of the Assets are conveyed in an "AS IS, WHERE IS" condition, without warranty of condition, expressed or implied.

5.1.8 No Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission of Allina, any right, interest or valid claim against Buyer for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

5.1.9 Consents. Allina has obtained all consents from third parties and governmental bodies or agencies necessary for the performance of Allina's obligations under this Agreement.

5.1.10 Real Property. Allina makes the following representations and warranties relating to the Real Property:

a. Compliance with Laws. To Allina's knowledge, Allina has operated, maintained and used the Real Property in accordance with all applicable laws, rules, regulations, restrictions, ordinances, permits, authorizations and approvals, except as would not have a material adverse effect.

b. No Adverse Action or Notice. To Allina's knowledge, Allina has received no written notice of, and has no actual knowledge of, any pending or threatened condemnation or other similar proceedings affecting the Real Property or any portion thereof, or pending public improvements in, about or outside the Real Property which will affect access to the Real Property. Allina has received no written notice of actual or threatened special assessments or reassessments of the Real Property.

c. Rights of Others to Purchase or Lease Real Property. No person or entity has any agreement, option, or right of first refusal to purchase, lease or rent the Real Property.

d. Wells, Septic Systems or Tanks. To Allina's knowledge, there are no wells, individual sanitary treatment systems or septic systems, above ground or underground storage tanks on the Real Property.

e. Title. Allina has fee simple title to the Real Property, free and clear of all encumbrances except the Permitted Encumbrances (as hereinafter defined).

f. Utilities. To Allina's knowledge, Allina has received no written notice of actual or to Allina's knowledge, threatened reduction or curtailment of any utility service now available to the Real Property.

g. Non-foreign Entity. Allina is not a "foreign person," as that term is defined in Section 1445 of the Internal Revenue Code.

h. Mechanic's Liens. To Allina's knowledge, there has been no labor or material furnished to the Real Property for which payment has not been made, or for which a lien has been made.

i. Knowledge. For purposes of this Section 5.1.10, "Allina's knowledge" means the current, actual knowledge of Brian Bruggeman, Allina's Director of Real Estate.

ARTICLE 6
REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE BUYER PARTIES

6.1 Representations, Warranties and Covenants of the Buyer Parties. As a material inducement to Allina to enter into this Agreement and with the understanding that Allina will be relying thereon in consummating the purchase and sale contemplated hereunder, the Buyer Parties hereby represent and warrant to Allina as follows:

6.1.1 Organization and Standing. Buyer is a Minnesota municipal corporation and NH+C is a city municipal hospital duly organized under Northfield City Charter and City Code, and Minnesota Statutes, Chapter 447, and an instrumentality of the City of Northfield, each validly existing and in good standing under the laws of the

State of Minnesota and having all requisite corporate power and authority to operate its business as it is now being conducted and to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

6.1.2 Authorization. The execution, delivery and performance of this Agreement by each Buyer Party and any other agreements or instruments to be executed by the Buyer Party pursuant to this Agreement have been duly authorized by proper action of the respective Buyer Party and are within its powers. This Agreement constitutes, and such other agreements and instruments will constitute, the legal, valid and binding obligations of each Buyer Party which are, or will be, enforceable against the Buyer Party in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

6.1.3 Consents. The Buyer Parties have acquired all consents from third parties and governmental bodies or agencies necessary for the transactions contemplated by this Agreement.

6.1.4 No Brokers or Finders. No person, firm or corporation has or will have, as a result of any act or omission of the Buyer Parties, any right, interest or valid claim against Allina for any commission, fee or other compensation as a finder or broker in connection with the transactions contemplated by this Agreement.

6.1.5 Lawsuits and Proceedings. No Buyer Party is engaged in any legal action or other proceedings before any court or administrative agency and is not the subject of any investigation by any administrative or regulatory agency, which would or might reasonably be expected to prohibit the transactions contemplated hereby or which would or might reasonably be expected to have a material adverse effect on the Assets after the Effective Date. No Buyer Party is a party to or the subject of any action, proceeding or investigation, nor, to the Buyer Party's knowledge, has it been threatened with any such action, proceeding or investigation, nor to the Buyer Party's knowledge does there exist any basis therefor, which will or could reasonably be expected to have a material adverse effect on the condition, financial or otherwise, of the Assets after the Effective Date.

6.1.6 Independent Investigation. The Buyer Parties have conducted their own investigation, review, and analysis of the Assets, and the Buyer Parties acknowledge that NH+C, as representative for the Buyer Parties, has been provided access to the personnel, properties, assets, premises, books and records of Allina for such purpose. Each Buyer Party acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, they Buyer Party has relied solely upon its own investigation and the express representations and warranties of Allina set forth in Article 5 of this Agreement (including related portions of the Schedules or Exhibits); and (b) neither Allina nor any other person has made any representation or warranty as to Allina, the Assets or this Agreement, except as expressly

set forth in Article 5 of this Agreement (including the related portions of the Schedules or Exhibits).

ARTICLE 7
COVENANTS

7.1 Access to Real Property. Notwithstanding anything in this Agreement to the contrary, any entry upon the Real Property or activities conducted thereon by the Buyer Parties or their agents and/or contractors shall be subject at all times to the following terms and conditions:

7.1.1 Following the Execution Date, the Parties will coordinate to schedule up to sixteen (16) hours of time for discussions and onsite review between Allina Clinic maintenance staff and the NH+C Facilities Director and accompanying staff.

7.1.2 NH+C agrees not to cause or permit any damage or make any permanent physical changes to the Real Property or to interfere with the rights of others who may have a legal right to use or occupy the Real Property. NH+C shall provide Allina at least twenty-four (24) hours prior written notice before conducting any tests on the Real Property so that Allina or its representative shall have the opportunity to be present to observe any testing performed on the Real Property. Under no circumstances shall the right of entry granted herein be interpreted as delivery of possession of the Real Property prior to the Closing.

7.1.3 NH+C shall protect, defend, indemnify, save and hold harmless Allina, its Affiliates and its members, officers, directors, employees, agents and representatives against any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, judgments, damage or liability (including attorneys' fees incurred by Allina with respect thereto) of any kind or nature resulting from, arising from, or occasioned by any act or omission by the NH+C, its agents, contractors, employees, representatives or invitees in, upon, or at the Real Property, or from the NH+C's inspection, testing, examination, inquiry of or on, or use of the Real Property.

7.1.4 Promptly after any damage to the Real Property occurs by reason of NH+C's and NH+C's agents' and/or contractors' activities on said property, but in no event later than twenty (20) days after the damage occurs, NH+C shall restore the Real Property to substantially the same condition it existed as of the Closing Date. NH+C shall promptly pay for all inspections and testing upon Real Property, and shall not suffer or permit the filing of any liens against the Real Property. If any such liens are filed, NH+C shall promptly cause them to be released or otherwise eliminated from being a lien upon the Real Property. If any such lien is not released or otherwise eliminated from being a lien upon the Real Property within twenty (20) days after it has been filed, then in addition to Allina's other rights and remedies, Allina and its Affiliates may cause the same to be released, in which event the NH+C shall reimburse Allina and its Affiliates for their reasonable costs, fees and expenses in connection with the same within twenty (20) days after Allina's written demand. Any such amount not timely reimbursed shall

accrue interest at the rate of eight percent (8%) per annum from the date payable until the date paid.

7.1.5 Before NH+C or any agent or contractor of NH+C enters the Real Property, NH+C shall provide Allina with evidence the NH+C and/or its agent or contractor entering the Real Property to conduct any surveying or testing is maintaining commercial general liability insurance with limits of at least $1,000,000.00 per occurrence, naming Allina as an additional insured, waiving rights of subrogation, and indicating that the insurance is primary and not contributory. NH+C shall continue to maintain such insurance through the Effective Date or the earlier termination of this Agreement.

7.1.6 The provisions of the entirety of this Article 7 shall survive the Closing or termination of this Agreement.

7.2 Allina Deliveries. Within ten (10) days following the Execution Date, Allina shall, to the extent such items are in Allina's possession or control, deliver to NH+C copies of the items identified on **Exhibit D** attached hereto relating to the Real Property (collectively, the "Allina Deliveries"), in the form and content maintained by Allina, or, if any such documents are not in Allina's possession or control, a written statement from Allina stating which documents are not in its possession or control or stating that Allina has provided all of the Allina Deliveries in its possession or control. At Allina's election, the Allina Deliveries may be provided as hard copies and/or electronic copies. Allina makes no representations or warranties regarding whether the Allina Deliveries are accurate, complete or otherwise reliable.

7.3 Real Property Inspection and Testing. For a period of thirty (30) days from the Execution Date of this Agreement (the "Inspection Period"), and subject to the terms of this Article 7, NH+C shall have the right to inspect and review all aspects of the Real Property and the potential use, and operation thereof, including, but not limited to, physical conditions, environmental conditions (including vapor testing, Phase I, Phase II, RAP assessments, and other environmental requirements), zoning, access and parking; provided, however, before completing any invasive and/or intrusive environmental testing and/or a Phase II on the Real Property, NH+C shall obtain Allina prior written approval as to the scope and timing of such testing. If prior to the end of the Inspection Period, the Buyer Parties find any information or conditions relating to the Real Property or NH+C's proposed development and use thereof that are objectionable to the Buyer Parties in Buyer Parties' sole discretion, the Buyer shall have the right to terminate this Agreement by giving written notice of termination to Allina no later than the end of the Inspection Period. For purposes of this Section, objectionable information or conditions means: (1) that the item or component being inspected is not fit for its intended purpose, that it is in violation of a public law, code or regulation, that it needs replacement, cleaning, repairs or service, or that it is missing essential parts; or, (2) that an environmental condition (such as for example radon, mold, well water contamination, asbestos, soil contamination, other Hazardous Substances, etc.) of the Property is unacceptable to Buyer. However, an item or component is not in objectionable condition if its only imperfections are cosmetic or signs of wear and tear or diminished effectiveness associated with an item or

component of its age, or because it is not new or perfect, or because it is legally nonconforming under current law.

7.4 Right of First Refusal. From the Effective Date until the twelfth-year anniversary of the Effective Date (the "ROFR Period"), Buyer and NH+C shall not, directly or indirectly through a Subsidiary or an Affiliate, consummate any NH+C Material Transaction with any person or entity other than Allina, unless such NH+C Material Transaction is consummated consistent with the terms of this Section 7.4.

7.4.1 Definitions:

7.4.1.1 Allina Material Transaction:

(a) Any event which would directly or indirectly result in another person or entity (other than a person or entity that is a 501(c)(3) tax-exempt nonprofit entity) owning or acquiring Control of Allina such that Allina is no longer an Independent Healthcare System, whether by (i) sale, transfer, lease, or other disposition, directly or indirectly, of all or substantially all of the assets of Allina; (ii) merger, consolidation, business combination, reorganization, member substitution, member creation, or other similar transaction involving Allina (whether or not Allina is the surviving entity); (iii) affiliation agreement, joint venture, or other agreement or arrangement; or (iv) any combination of the foregoing; or

(b) A transaction whereby any person or entity (other than a person or entity that is a 501(c)(3) tax-exempt nonprofit entity) acquires a right to appoint any members of the Allina Board, whether through ownership of membership interests, voting securities, by contract, or otherwise.

7.4.1.2 Competition Law: The HSR Act and any other federal, state, or local statutes, rules, regulations, orders, decrees, administrative or judicial doctrines or other Laws, each as amended from time to time, that are designed to prohibit, restrict or regulate actions having the purpose or effect of monopolization, lessening of competition or restraint of trade, including Minnesota Statutes Section 145D.01.

7.4.1.3 Control: (a) The power to vote any of the securities, other equity interests, or membership interests of a person or entity: (b) the power to elect any of the members of the governing board or executive committee of a person or entity; or (c) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of membership interests, voting securities, by contract, reserved membership powers, super-majority voting provisions, or otherwise. The terms "Controlling" and "Controlled" have meanings correlative thereto.

7.4.1.4 Exercise Period: Sixty (60) days, provided, however, that the Exercise Period shall be extended, at Allina's option, to ensure that Allina has at

least one regularly scheduled board meeting during the Exercise Period that is at least thirty (30) days after the receipt of the Offer Notice.

7.4.1.5 Governmental Antitrust Authority: Any Governmental Entity with regulatory jurisdiction over enforcement of any applicable Competition Law.

7.4.1.6 Governmental Entity: (a) Any federal, state, local, municipal, foreign or international government or governmental authority, quasi-governmental entity of any kind, regulatory or administrative agency, governmental commission, department, board, bureau, agency or instrumentality, court, tribunal, arbitrator or arbitral body (public or private) or any other body or subdivision exercising or entitled to exercise any administrative, executive, judicial, quasi-judicial, legislative, police, regulatory, or taxing authority or power of any nature, (b) any self-regulatory organization or (c) any political subdivision of any of the foregoing.

7.4.1.7 Independent Healthcare System: A healthcare system which is not directly or indirectly, formally or informally, Controlled by or under common Control with any other person or entity.

7.4.1.8 Material Component: (a) a business line, program, or service of NH+C or a Subsidiary or other Affiliate of NH+C, provided that the revenue from such business line, program, or service was at least 50% of the total combined revenue of NH+C and its Subsidiaries and other Affiliates during the most recently completed fiscal year of NH+C; (b) assets of NH+C or a Subsidiary or other Affiliate of NH+C, provided that the book value of such assets is at least 50% of the combined book value of all assets of NH+C and its Subsidiaries and Affiliates; or (c) any combination of the foregoing.

7.4.1.9 NH+C Material Transaction:

(a) Any event which would directly or indirectly result in another person or entity owning or acquiring Control of NH+C from the City such that NH+C is no longer a Minnesota municipal entity or an Independent Healthcare System, whether by (i) sale, transfer, lease, or other disposition, directly or indirectly, of all or substantially all of the assets of NH+C; (ii) merger, consolidation, business combination, reorganization, member substitution, member creation, or other similar transaction involving NH+C (whether or not NH+C is the surviving entity); (iii) affiliation agreement, joint venture, or other agreement or arrangement; or (iv) any combination of the foregoing.

(b) A transaction whereby any person or entity other than the City acquires a right to appoint any members of the NH+C Board, whether

through ownership of membership interests, voting securities, by contract, or otherwise;

(c) An agreement whereby any person or entity acquires the right to manage substantially all of NH+C or the Northfield Hospital; or

(d) Any transfer by any means of a Material Component of NH+C.

7.4.1.10 Subsidiary: Any person or entity which is Controlled directly or indirectly by NH+C.

7.4.2 If, at any time during the ROFR Period, Buyer or NH+C receives a bona fide written offer for a NH+C Material Transaction that either Buyer or NH+C desires to accept (each, a "Third-Party Offer"), NH+C shall promptly notify Allina in writing, which notice shall be provided before any formal indication of acceptance by either of the Buyer Parties to the party making the Third Party Offer (the "Offer Notice"). The Offer Notice shall contain the identity of all proposed parties to such NH+C Material Transaction and the material financial and other terms and conditions of such Third-Party Offer (the "Material Terms"). Upon receipt of the Offer Notice, Allina shall be provided an opportunity during the Exercise Period to extend an offer to Buyer to enter into an agreement with Allina on the same Material Terms of such Third-Party Offer (the "ROFR Offer").

7.4.3 At any time prior to the expiration of the Exercise Period, Allina may extend the ROFR Offer by delivery of written notice to Buyer and NH+C. Upon receipt of the ROFR Offer, the Buyer Parties may (i) accept the ROFR Offer; (ii) agree to negotiate further, exclusively with Allina; or (iii) reject the Third Party Offer and the ROFR Offer (the "ROFR Response"). The Buyer Parties will deliver their ROFR Response within sixty (60) days of receipt of the ROFR Offer and, unless the Buyer Parties reject the Third Party Offer and ROFR Offer, the parties will, in good faith, work to execute a definitive agreement within one hundred eighty (180) days of the receipt of the ROFR Response. If the Buyer Parties do not deliver a ROFR Response to Allina within such 60-day period, they will be deemed to have rejected the Third Party Offer and the ROFR Offer. If the Buyer Parties accept the ROFR Offer or agree to negotiate exclusively with Allina and a definitive agreement is not executed within such one hundred eighty (180) day period and such period is not extended by mutual agreement or in accordance with Section 7.4.7, the Buyer Parties shall be permitted to pursue the Third-Party Offer on terms that are no more favorable to such third-party than the ROFR Offer. For the sake of clarity, in the event that Allina withdraws the ROFR Offer or the Buyer Parties reject the ROFR Offer after initially accepting it, the terms and conditions of this Section 7.4 will again apply and the Buyer Parties shall not enter into any NH+C Material Transaction during the ROFR Period without affording Allina the right of first refusal on the terms and conditions of this Section 7.4.

7.4.4 If, by the expiration of the Exercise Period, Allina has not extended its ROFR Offer, and provided that the Buyer Parties have complied with all of the provisions of this Section 7.4, at any time during the one hundred eighty (180) day period

following the expiration of the Exercise Period, the Buyer Parties may consummate the NH+C Material Transaction with the counterparty identified in the applicable Offer Notice on Material Terms that are the same or more favorable to the Buyer Parties as the Material Terms set forth in the Offer Notice. Such one hundred eighty (180) day period may be extended by mutual agreement of Allina and the Buyer Parties or in accordance with Section 7.4.7. If such Third-Party Transaction is not consummated within such one hundred eighty (180) day period or the extended period, the terms and conditions of this Section 7.4 will again apply and the Buyer Parties shall not enter into any NH+C Material Transaction during the ROFR Period without affording Allina the right of first refusal on the terms and conditions of this Section 7.4.

7.4.5 For the avoidance of doubt, the terms and conditions of this Section 7.4 apply to each Third-Party Offer received by NH+C or Buyer during the ROFR Period.

7.4.6 Notwithstanding the foregoing or anything in this Agreement to the contrary, this Section 7.4 and the ROFR shall not apply:

7.4.6.1 To the instance in which NH+C enters, subject to City Charter and City Code, into a conversion transaction to transition from municipal ownership to an Independent Healthcare System. After such conversion transaction is complete, the Parties agree that the terms and conditions of this Section 7.4 apply to each Third-Party Offer received by the Buyer Parties during the ROFR period; or

7.4.6.2 In the event Allina undergoes an Allina Material Transaction during the ROFR Period.

7.4.7 The time periods described in Section 7.4 to consummate the Third-Party Transaction or a transaction with Allina (each a "Material Transaction Outside Date") shall be extended to the extent reasonably necessary to comply with requests for additional information from a Governmental Antitrust Authority in connection with any required filings under applicable Competition Laws. The Parties will negotiate, in good faith, a reasonable, one-time extension of the Material Transaction Outside Date prior to the expiration of such Outside Date.

7.4.8 The Parties agree that Allina's Material Transaction ROFR set forth in this Section 7.4 shall survive the closing, termination, or expiration of this Agreement and shall remain in full force and effect for the duration of the ROFR Period. For purposes of clarity, the Parties further agree that the proposed transaction involving Allina and Sutter Health, a California nonprofit public benefit corporation recognized by the IRS as an organization described in Section 501(c)(3) of the Internal Revenue Code, does not constitute an "Allina Material Transaction."

ARTICLE 8
TITLE/SURVEY MATTERS

8.1 **Allina's Title Evidence.** Allina shall obtain and deliver to NH+C, prior to or within twenty (20) days of the Execution Date and at Allina's expense, a title commitment for the Real Property (the "Title Commitment") for an extended ALTA Owner's Policy of Title Insurance insuring title to the Real Property in the amount of the Purchase Price allocated to the Real Property. The Title Commitment will commit Knight Barry Title (the "Title Company") to insure title to the Real Property subject only to standard exceptions and the Permitted Encumbrances (as hereinafter defined), as defined herein. The Title Commitment will include proper searches covering bankruptcies, state and federal judgments and liens and shall be accompanied by copies of all recorded documents referred to in "Schedule B" of such Title Commitment.

8.2 **Survey.** Allina will provide NH+C its most recent Existing Survey (as hereinafter defined), if any, as part of the Allina Deliveries. If there is no Existing Survey or the Existing Survey does not cover the entirety of the Real Property and/or is not acceptable to the Title Company to provide NH+C all of the coverages and endorsements NH+C seeks in connection with this transaction, NH+C, at NH+C's sole cost and expense, shall obtain an updated survey of the Real Property (the "Updated Survey") within thirty (30) days of receipt of the Title Commitment. (Hereinafter, the Title Commitment, the Existing Survey, if any, and, if NH+C obtains the same within the time period set forth in Section 8.2 above, the Updated Survey, are sometimes hereafter collectively referred to as the "**Title Evidence**").

8.3 **NH+C's Objections.** Within ten (10) days after receiving the last of the Title Evidence, or if an Updated Survey is not obtained or not timely obtained, then on or prior to the last day of the Inspection Period, NH+C will make written objections ("Objections") to the form and/or contents of the Title Evidence. Except for the Preliminary Objections (as hereinafter defined), NH+C's failure to make Objections within such time period will constitute waiver of any potential Objections. Notwithstanding the foregoing, at Closing and at the Effective Date, the Real Property shall not be subject to any (a) mortgage, deed to secure debt, deed of trust, mechanic's lien or other title exception or defect that is monetary in nature (other than those which are the result of NH+C's actions) (collectively, the "Real Property Liens"), and Allina hereby agrees to pay and satisfy of record any Real Property Liens prior to or at Closing at Allina's expense (and, if Allina fails to do so, NH+C may discharge any remaining Real Property Liens at Closing and have the amount paid by NH+C in discharging such lien applied as a credit against the Purchase Price); or (b) any leases, tenancies or occupancy arrangements of any kind, whether written or oral; or (c) any options, rights of first offer, rights of first refusal or similar tenancy, occupancy or purchase rights (other than NH+C's rights hereunder) (collectively, the "Preliminary Objections"). Subject to the foregoing, any matter shown on the Updated Survey or on Schedule B of the Title Commitment and not objected to by NH+C in the Objections shall be a "Permitted Encumbrance" under the terms of this Agreement. Allina will have thirty (30) days after receipt of any Objections to cure the Objections, in which event Closing will be extended accordingly. Allina shall notify NH+C which of those Objections Allina intends to cure or satisfy and which Allina will not work to cure or satisfy. If the Objections are not cured within such thirty (30) day period, NH+C will have the option to do any of the following:

8.3.1 Terminate this Agreement; or

8.3.2 If the Objections are liens that may be removed by paying the balance due thereon, including any Real Property Liens, NH+C may take title to the Real Property pursuant to the terms of this Agreement and discharge any such liens and have the amount paid by NH+C in discharging the liens applied as a credit against the Purchase Price; or

8.3.3 Waive the Objections (which shall then become Permitted Encumbrances) and proceed to close, in which case Allina shall have no further obligations with respect to the Objections.

8.4 **Title Policy.** NH+C shall be responsible for the premium charged by the Title Company for the title policy ("Title Policy") issued by the Title Company pursuant to the Title Commitment, including the costs of endorsements. Notwithstanding anything herein to the contrary, the obligation of the Buyer Parties to close the transaction contemplated herein is contingent upon receipt by the Buyer Parties of the Title Policy or a suitably marked-up copy of the Title Commitment obligating Title to issue the Title Policy, subject only to the Permitted Encumbrances and all title policy endorsements reasonably required by the Buyer Parties.

ARTICLE 9
CLOSING CONDITIONS

9.1 **General Procedure.** The closing of the transactions contemplated by this Agreement (the "Closing") shall take place after all the closing conditions set forth in this Article have been satisfied or waived by the applicable Party. At the Closing, each Party shall deliver to the other Party such documents, instruments and materials as may be reasonably required or requested to effectuate the intent and provisions of this Agreement, and all such documents, instruments and materials shall be satisfactory in form and substance to counsel for the other Party. Subject to the provisions of Article 10, failure to consummate the Closing on the date and time and at the place determined pursuant to Section 9.2 shall not relieve either the Buyer Parties or Allina of any obligation under this Agreement.

9.2 **Time and Place.** The Closing shall take place virtually on the Closing Date or at such other time and place as shall be mutually acceptable to the Buyer Parties and Allina and shall be effective on the Effective Date. Notwithstanding the foregoing, closing on the conveyance of the Real Property shall occur simultaneously with the Closing Date, provided, however, via the Title Company, with the Buyer and Allina delivering original wet-ink signatures of the applicable closing documents relating to the Real Property to the Title Company on or one (1) business day prior to the Closing Date.

9.3 **Additional Conditions to Obligations of the Buyer Parties.** The obligation of the Buyer Parties to consummate the transactions contemplated by this Agreement is also subject to the satisfaction (or waiver by the Buyer Parties as provided for in Section 12.10) of each of the following conditions:

9.3.1 Representations and Warranties. Each of the representations and warranties of Allina contained in this Agreement shall be true and correct at and as of the Closing Date as though then made and as though "Closing Date" had been substituted for

"Execution Date" throughout such representations and warranties, except that any such representation or warranty expressly made as of a specified date other than the Execution Date shall only need to have been true on and as of such date. NH+C shall have received a certificate of a duly authorized officer of Allina to this effect.

9.3.2 Pre-Closing Agreements. Allina shall have performed or complied with all agreements, covenants and closing conditions required by this Agreement to be performed or complied with by it after the date hereof and on or prior to the Closing. NH+C shall have received a certificate of a duly authorized officer of Allina to that effect.

9.3.3 Material Adverse Change. There shall have occurred no material adverse change in the Assets as a whole, since the Execution Date, nor shall there have occurred any damage, loss, destruction or condemnation of the Assets.

9.3.4 Third Party Consents. Allina shall have provided all notices and, subject to and without limiting the qualifiers in Section 2.1 regarding certain Assets, obtained all authorizations, consents or approvals required by it under this Agreement.

9.3.5 Condition of Real Property. No later than the Closing Date, Allina shall ensure such premises are cleared of any and all Excluded Assets, including all signage for Allina.

9.3.6 Schedules and Exhibits. There has been no material change in the information set forth in the schedules or exhibits to this Agreement between the Execution Date and the Closing Date and the Closing Date and Effective Date. NH+C shall have received a certificate of a duly authorized officer of Allina to that effect.

9.4 Additional Conditions to Obligations of Allina. The obligation of Allina to consummate the transactions contemplated by this Agreement is also subject to the satisfaction (or waiver by Allina as provided for in Section 12.10) of each of the following conditions:

9.4.1 Representations and Warranties. Each of the representations and warranties of the Buyer Parties contained in this Agreement shall be true and correct at and as of the Closing Date as though then made and as though "Closing Date" had been substituted for "Execution Date" throughout such representations and warranties, except that any such representation or warranty expressly made as of a specified date other than the Execution Date shall only need to have been true on and as of such date. Allina shall have received a certificate of a duly authorized officer of the Buyer Parties to that effect.

9.4.2 Pre-Closing Agreements. The Buyer Parties shall have performed or complied with all agreements, covenants and closing conditions required by this Agreement to be performed or complied with by it after the date hereof and on or prior to the Closing. Allina shall have received a certificate of a duly authorized officer of the Buyer Parties to that effect.

9.5 Specific Items to be Delivered at the Closing. Allina and the Buyer Parties shall deliver the following items to each other at the Closing of the transactions contemplated by this Agreement:

9.5.1 To be delivered by the Buyer Parties. The Buyer Parties shall deliver to Allina (collectively ("Buyer Parties' Closing Documents"):

a. Payment. Payment as provided in Section 4.2.

b. Bill of Sale. A Bill of Sale, Assignment and Assumption Agreement (the "Bill of Sale") in the form attached here to as **Exhibit D**, executed by the Buyer Parties.

c. Certificate. A certificate of an authorized officer of the Buyer Parties confirming the accuracy, as of the Closing Date, of the representations and warranties set forth in Article 6 hereof, and the performance or compliance with all agreements, covenants and closing conditions, as required pursuant to Sections 9.4.1 and 9.4.2.

d. Title Documents. Such affidavits of Buyer, certificates, or other documents as may be reasonably required by the Title Company in order to record Allina's Closing Documents and the Buyer Parties' Closing Documents and/or issue the Title Policy (as hereinafter defined).

e. Settlement Statement. Execution of settlement statement with respect to this Transaction approved by Allina and NH+C.

f. Hospital Revenue Bond. The Hospital Revenue Bond, executed by the Buyer Parties.

g. Mortgage. A mortgage, in a form reasonably satisfactory to Allina and Buyer (the "Mortgage"), executed by Buyer.

h. Other Documents. Any affidavits, certificates, or other documents that may be required under applicable law and/or that are reasonably determined by Allina or the Title Company to be necessary to transfer the Assets to Buyer and to evidence that the Buyer Parties have duly authorized the transactions contemplated hereby.

9.5.2 To be delivered by Allina. Allina shall deliver to NH+C (collectively, "Allina's Closing Documents"):

a. Bill of Sale. The Bill of Sale, executed by Allina and AHC, LLC.

b. Certificate. A certificate of an authorized officer of Allina confirming, as of the Closing Date, the accuracy of and compliance with the

representations, warranties and covenants of Allina set forth in Article 5 hereof, as required pursuant to Sections 9.3.1, 9.3.2 and 9.3.6.

c. Consents. All consents or waivers as required by Section 5.1.13 hereof.

d. Limited Warranty Deed. A Limited Warranty Deed, in form reasonably satisfactory to Allina and Buyer, conveying the Real Property to Buyer subject only to the Permitted Encumbrances (as hereinafter defined) (the "Deed").

e. Mortgage. The Mortgage, executed by Allina.

f. Allina's Affidavit. A standard "Affidavit by Allina" or similar affidavit indicating that, on the Closing Date, there are no outstanding, unsatisfied judgments, tax liens, or bankruptcies against or involving Allina or the Real Property; that there has been no skill, labor, or material furnished to the Real Property for or at Allina's request for which payment has not been made or for which mechanics' liens could be filed; and that there are no other unrecorded interests in the Real Property, together with any other affidavit and/or indemnity that may be required by the Title Company to issue an owner's policy of title insurance with the standard exceptions waived.

g. FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations.

h. Well Certificate. A Well Certificate relating to the Real Property in the form required by law, if any, or a statement on the Deed that Allina does not know of any wells on the Property or that the status and number of wells on the Property has not changed since the last previously filed well disclosure certificate.

i. Settlement Statement. Execution of settlement statement with respect to this Transaction approved by Allina and the Buyer Parties.

j. Other Documents. Any affidavits, certificates, or other documents that may be required under applicable law and/or that are reasonably determined by Buyer Parties or the Title Company to be necessary to transfer the Real Property to Buyer and to evidence that Allina has duly authorized the transactions contemplated hereby.

9.6 Additional Documentation. Each Party shall from time to time, subsequent to the Effective Date, at the other Party's request and without further consideration, execute and deliver to the requesting party such other instruments of conveyance, assignment or transfer, and take such other action as the requesting Party reasonably may require in order more effectively to convey, transfer to and vest in Buyer, and put Buyer in possession of the Assets.

9.7 Continuing Obligation to Inform. Until the Effective Date, each Party shall promptly inform the other of any information concerning events subsequent to the Execution Date that would render any statement, representation or warranty in this Agreement, any information contained in any Schedule or any information previously provided during the due diligence process to be inaccurate or incomplete in any material respect at any time after the date hereof. Without limiting the foregoing, (i) Allina will promptly notify NH+C of (x) any breach or violation by Allina of its representations, warranties, covenants or agreements contained in this Agreement, and (y) any information that would make the representations and warranties contained in Sections 5.1.1 through 5.1.10 untrue if made as of any time after the Execution Date, including on and as of the Effective Date; and (ii) NH+C will promptly notify Allina of (x) any breach or violation by NH+C of its representations, warranties, covenants or agreements contained in this Agreement, and (y) any information that would make the representations and warranties contained in Sections 6.1.1 through 6.1.6 untrue if made as of any time after the Execution Date, including on and as of the Effective Date.

ARTICLE 10
TERMINATION & DELAY

10.1 Termination. This Agreement may be terminated and the transactions contemplated by this Agreement may be abandoned at any time prior to the Closing, as follows:

10.1.1 Mutual Agreement. Upon the mutual written agreement of the Buyer Parties and Allina.

10.1.2 Misrepresentation or Breach by Allina. By NH+C, upon written notice to Allina, if there has been a material misrepresentation by Allina or a material breach of any of Allina's obligations under this Agreement; provided, however that Allina shall be provided with detailed written notice of the breach and a period of thirty (30) days to cure such breach.

10.1.3 Misrepresentation or Breach by the Buyer Parties. By Allina, upon written notice to NH+C, if there has been a material misrepresentation by any Buyer Party or a material breach of any of the Buyer Parties' obligations under this Agreement; provided, however that the Buyer Parties shall be provided with detailed written notice of the breach and a period of thirty (30) days to cure such breach.

10.1.4 Damage or Loss. By Buyer pursuant to Section 12.2.

10.1.5 Illegality. By either the Buyer Parties or Allina pursuant to Section 12.12.

10.1.6 Title Objections. By the Buyer Parties pursuant to Section 8.3.

10.1.7 Outside Date. By any Party if the Closing does not occur on or before December 31, 2026.

10.1.8 By the Buyer Parties pursuant to Section 7.3.

10.2 Effect of Termination and Remedies.

10.2.1 In the event of termination of this Agreement pursuant to Section 10.1.1, 10.1.4, 10.1.5, 10.1.6, or 10.1.7 (so long as the failure to close by the Outside Date is not due to the breach of a Party), this Agreement shall become void, there shall be no liability under this Agreement on the part of the Buyer Parties or any of their Affiliates, officers or directors or Allina or any of its officers, directors, agents or representatives, and all rights and obligations of any Party under this Agreement shall cease. Notwithstanding the foregoing, the rights and obligations set forth in Section 12.8 shall survive termination of this Agreement for the period stated therein.

10.2.1 If a Buyer Party defaults under this Agreement, Allina will have the right to terminate this Agreement, after written notice of cancellation as provided under Minnesota Statutes §559.21 and Allina will be entitled to the earnest money in the amount of $100,000 as liquidated damages.

10.2.2 If Allina defaults under this Agreement, the Buyer Parties will have the right to (i) terminate this Agreement by giving written notice of termination to Allina, whereupon this Agreement will terminate and the Buyer Parties will receive damages limited to the third party out-of-pocket costs incurred by the Buyer Parties related to this Agreement or the Property up to a maximum of $100,000, or (b) to bring a suit for specific performance (but not damages) provided that any suit for specific performance must be brought (if at all) within sixty (60) days of Allina's default, the Buyer Parties waiving the right to bring an action for specified performance at any later date.

10.3 Dispute Resolution. Unless otherwise provided in this Agreement, any dispute relating to this Agreement that the Parties cannot otherwise resolve through good faith negotiations will be subject to the following dispute resolution procedures:

10.3.1 Impasse. After good faith efforts to resolve the dispute, either Party may declare an impasse, provide the other Party with written notice of such declaration, and submit the dispute for resolution pursuant to this Section.

10.3.2 Negotiation. The dispute or question will first be submitted for resolution through good faith negotiations between the Parties, which will include the Vice President of Strategic Market Development and Outreach of Allina (or designee), the President of NH+C (or designee) and the City Administrator. The President of NH+C and City Administrator will coordinate negotiation on behalf of the Buyer Parties and will ensure involvement and approval by the Buyer, as appropriate.

10.3.3 Mediation. If the Buyer Parties and Allina fail through such negotiations to resolve the dispute within 30 days (unless the Parties mutually agree to extend the negotiations), then it may be submitted to mediation by either Party. The negotiations will be considered to have failed if any of the representatives listed in 10.3.2, after at least

four joint meetings, determines that no reasonable resolution can be reached and provides written notice to the other Party of a request for mediation.

10.3.4 Mediator. The mediation will be conducted by one mediator who will be selected jointly by the Parties within 10 days after notice of the request for mediation. If the Parties cannot agree on a mediator, each Party will select a mediator within five days after the Parties' failure to agree upon a mediator. The two mediators so selected must jointly appoint a mediator who will conduct the mediation.

10.3.5 Authority. The mediation will commence within 30 days after the selection of the mediator. Each of the Parties must attend the mediation through one or more persons who has the authority to settle the dispute for the respective party.

10.3.6 Expenses. The expenses and fees of the mediator will be shared equally by Allina and NH+C. The mediation will continue until the earliest of the following: (i) the dispute is settled; (ii) the mediator declares by written notice to both Parties that the Parties are at an impasse and not all disputes can be resolved; or (iii) upon notice by either Party, after passage of not fewer than 60 days after appointment of the mediator.

ARTICLE 11
INDEMNIFICATION

11.1 Allina Indemnification. The representations and warranties contained in this Agreement shall survive the Effective Date for a period of 12 months. Subject to the terms and conditions of this Article 11, Allina will defend, hold harmless, and indemnify the Buyer Parties, its officers, directors and employees (the "Buyer Indemnified Parties") from any and all claims, liabilities, damages, costs, expenses, penalties, fines or judgments (including, but not limited to, reasonable legal fees) (collectively, "Losses") asserted against, imposed upon or incurred by the Buyer Parties which the Buyer Parties may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (i) the breach or inaccuracy of any representation or warranty made by Allina in this Agreement; or (ii) the failure of Allina to comply with any covenants or other commitments made by it in this Agreement.

11.2 Buyer Parties Indemnification. The representations and warranties contained in this Agreement shall survive the Effective Date for a period of 12 months. Subject to the terms and conditions of this Article 11, the Buyer Parties will defend, hold harmless, and indemnify Allina, its officers, directors, shareholders and employees (the "Allina Indemnified Parties") from any and all Losses asserted against, imposed upon or incurred by Allina which it may directly or indirectly incur or suffer by reason of the claim of a third party which results, arises out of or is based upon (i) the breach or inaccuracy of any representation or warranty made by the Buyer Parties in this Agreement; or (ii) the failure of the Buyer Parties to comply with any covenants made by the Buyer Parties in this Agreement. For purposes of this indemnification provision, NH+C shall be solely responsible for the indemnification obligations under Article 11, including but not limited to all fees, expenses and costs associated therewith.

11.3 Procedure for Indemnification. If any legal proceeding shall be instituted, or if any claim shall be asserted by any Party in respect of which indemnification or payment may be sought by one Party hereto from another Party under the provisions of this Article 11, the Party seeking such payment or indemnification hereunder (the "Indemnitee") shall promptly cause written notice of claim (the "Claim Notice") to be delivered to the Party from whom indemnification or payment is sought (the "Indemnitor"). Failure to give such Claim Notice shall not be deemed a waiver of any claim or a bar to the assertion of such claim, unless and then only to the extent the Indemnitor is damaged or prejudiced by the delay. If the Indemnitor notifies the Indemnitee in writing within 15 days after the Indemnitee's delivery of a Claim Notice that the Indemnitor accepts responsibility for such claim, which acceptance may be made with a reservation of rights against the Indemnitee (in any case, an "Acceptance"), then the defense and settlement of such claim shall be at the discretion of and conducted by the Indemnitor, except that the Indemnitor may not enter into any settlement which in any way obligates the Indemnitee or includes or could reasonably be deemed to imply an admission on the part of the Indemnitee without the prior written consent of the Indemnitee, which consent shall not be unreasonably delayed, conditioned or withheld. If the Indemnitor accepts such responsibility, then the Indemnitee shall have the right to be represented by advisory counsel and accountants, at the Indemnitee's sole cost and expense and at no expense to the Indemnitor, and shall be kept informed at reasonable times of the status of such proceeding, claim or demand whether or not so represented. The Parties agree to make available to each other, their counsel and accountants all information and documents reasonably available to them which relate to such claim, and the Parties agree to render to each other such assistance as they may reasonably require of each other in order to ensure the proper and adequate defense of such claim. If the Indemnitor fails to deliver an Acceptance to the Indemnitee within 15 days after the Indemnitee's delivery of a Claim Notice, then all Losses suffered or incurred by the Indemnitee with respect to a claim which comes within the scope of the obligations to defend, indemnify, and hold harmless stated in this Article 11 shall be promptly paid or reimbursed by the Indemnitor, regardless of whether the Indemnitee is required to make any payment to any third party claimant.

11.4 Certain Limitations. Notwithstanding anything to the contrary set forth in this Agreement, an Indemnitee will not be entitled to indemnification under Section 11.1 unless the aggregate of Losses thereunder exceeds $50,000 (the "Threshold"), at which time the Indemnitor will be obligated to indemnify the Indemnitee with respect to the aggregate amount of all such Losses from the first dollar. The aggregate amount of all Losses for which an Indemnitor shall be liable pursuant to Section 11.1 or 11.2 as the case may be, shall not exceed $200,000.

11.5 Legal Proceedings. In the event any Party becomes involved in any legal, governmental or administrative proceeding which may result in indemnification claims hereunder, such Party shall promptly notify the other Parties in writing and in full detail of the filing, and of the nature of such proceeding.

ARTICLE 12
MISCELLANEOUS

12.1 Publicity. The timing and content of all public announcements relating to the execution of this Agreement and/or the consummation of the transactions contemplated herein, shall be approved by the Parties prior to the release of such public announcement. Following the

Execution Date, each Party will promptly work with the other Party to expeditiously approve such Party's proposed public announcements and messaging.

12.2 Risk of Loss.

12.2.1 Casualty. Until the Effective Date, Allina will continue in force any and all fire, casualty, theft or other insurance policies relating to the Assets. In the event of any material destruction, damage to or theft of the Assets or property related thereto prior to the Closing Date, the Buyer shall have the right to either (i) consummate the Closing, in which event all of Allina's right, title and interest in and to the proceeds of any insurance covering such damage (less an amount equal to any expense and costs reasonably incurred by Allina to repair or restore the Property, which shall be payable to Allina promptly after Buyer's receipt of such insurance), to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to the Buyer at Closing, and the Buyer shall be entitled to a credit in the amount of Allina's deductible at Closing;[1] or (ii) elect not to proceed with the transactions contemplated by this Agreement. In the event of any destruction, damage to or theft of the Assets or property related thereto after the Closing Date but prior to the Effective Date, all of Allina's right, title and interest in and to the proceeds of any insurance covering such damage, to the extent that the amount of such insurance does not exceed the Purchase Price, shall be assigned to the Buyer and the Buyer shall have the right to deduct from the Purchase Price, the amount of such loss that is not covered by insurance proceeds payable to Allina. Allina will repay any such amounts to the Buyer within 30 days of the determination of such amount by the Buyer.

12.2.2 Condemnation. If, prior to the Closing Date, eminent domain proceedings are threatened or commenced against all or any portion of the Real Property, Allina shall promptly give written notice to the Buyer Parties of such fact, and at the option of the Buyer Parties (to be exercised by written notice to Allina within thirty (30) days after such notice of such proceeding is given to the Buyer Parties), this Agreement shall terminate, in which event the Parties will have no further obligations under this Agreement. If the Buyer Parties do not give such notice, then there shall be no reduction in the Purchase Price, and Allina shall assign to Buyer at the Closing Date all of Allina's right, title, and interest in and to any award made or to be made in the eminent domain proceedings (other than any award relating to losses of revenues prior to the Closing Date). Prior to the Closing Date, Allina shall not designate counsel, appear in, or otherwise act with respect to the eminent domain proceedings without the Buyer Parties' prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. The provisions of this Section shall survive the Closing.

12.3 Notices. Any notice pursuant to this Agreement must be in writing and must be personally delivered or sent by overnight or certified mail, addressed to the Parties at the addresses below or at such other address as they specify in written notice. Notices are effective upon personal delivery or when sent by overnight or certified mail. A copy of such notice must

[1] NTD: Parties to discuss.

be provided to the email address listed below at the time such notice is deposited in the mail or personally delivered.

If to NH+C:	Northfield Hospital + Clinics Attn: President and CEO 200 North Avenue Northfield, MN 55057 [insert email]
If to Buyer/City:	City of Northfield Attn: City Administrator 801 Washington Street Northfield, MN 55057 [insert email]
If to Allina:	Toby Freier VP-Strategic Market Development and Outreach Allina Health 2925 Chicago Avenue South Minneapolis, MN 55407 Tobey.Freier@allina.com With a copy to: William J. King Senior Associate General Counsel Allina Health 2925 Chicago Avenue South Minneapolis, MN 55407 William.King@allina.com

12.4 Assignment. Allina may not assign or transfer its rights hereunder without the Buyer Parties' prior written consent. The Buyer Parties may not assign or transfer its rights hereunder without Allina's prior written consent. Notwithstanding the above, either Party may, without the other Party's consent, assign this Agreement to any other entity now or hereafter controlling, controlled by, or under common control with such Party.

12.5 Amendment. This Agreement may be amended only upon mutual written agreement of the Parties.

12.6 Entire Agreement. This Agreement, together with its exhibits, schedules, and attachments, constitutes the entire agreement between the Parties with respect to the subject matter, and supersedes all prior agreements, understandings, promises, and representations made by either Party to the other concerning the subject matter of this Agreement.

12.7 Severability. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions will nonetheless be enforceable. If such court determines that any provision of this Agreement is held to be overbroad as written, such provision will be deemed amended to narrow its application to the extent necessary to make the provision enforceable according to applicable law and enforced as amended.

12.8 Survivability. The duties and responsibilities of the Parties contained in the following Articles and Sections will survive termination of this Agreement: Articles 5, 6, and 11 and Sections 7.4, 10.2, 10.3, 12.3, 12.8-12.10, 12.12, and 12.13.

12.9 Waiver. The failure of any Party to insist on the performance of any provision of this Agreement and to exercise any rights hereunder will not be construed as a waiver of future performance of any such provision or the future exercise of such right.

12.10 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without reference to conflict of laws principles.

12.11 Illegality. If, as determined by agreement of the Parties' counsel, or, if the Parties' counsel cannot agree, by a nationally recognized law firm with expertise in health care regulation jointly selected by the Parties, any provision of this Agreement violates any applicable federal or state statute, rule, regulation, or administrative or judicial decision (collectively, the "Law"), or if there is any decree, permanent injunction, judgment, order or other action by any court of competent jurisdiction or any governmental entity preventing or prohibiting consummation of the transactions contemplated by this Agreement (collectively, an "Order"), then either Party may give notice to the other to amend this Agreement solely to comply with the Law or Order and the parties will negotiate in good faith with respect thereto. If they cannot agree on the terms and conditions of any such amendment within 15 days after such notice is given, then either Party may terminate this Agreement immediately upon notice to the other without further liability, but, if the implementation of the Law or Order is stayed, the right to amend or terminate the Agreement will also be stayed for the same period of time. When a question arises as to whether this Agreement complies with the Law or Order, and before a determination is made, either Party may suspend payments under the Agreement pending resolution, amendment or termination.

12.12 Costs, Expenses and Attorney's Fees. If either Party incurs costs, expenses, or attorneys' fees in enforcing any of its rights under this Agreement, whether by litigation, arbitration, or otherwise, the unsuccessful Party in such dispute will reimburse the prevailing Party for its costs, expenses, and attorneys' fees.

12.13 No Third Party Beneficiaries. Nothing in this Agreement will create any obligations by NH+C or Allina to any person or entity not a Party to this Agreement, including any individuals employed by or under contract with NH+C or Allina.

12.14 Execution. This Agreement may be executed in counterparts, each of which shall be an original but all of which, taken together, shall constitute one and the same agreement. Counterparts executed and delivered electronically or by facsimile shall be effective as originals.

12.15 Legal Counsel. Allina and NH+C acknowledge and agree that this Agreement and certain related documents (collectively with this Agreement the "Transaction Documents") have been prepared by Fredrikson & Byron, P.A. (the "Law Firm") at the request of both Parties. There is an inherent potential for conflicts of interest among the Parties to the Transaction Documents because the Transaction Documents establish the rights and obligations of each of the Parties to the Transaction Documents. Notwithstanding the fact that the Law Firm has prepared the Transaction Documents and has described the provisions of the Transaction Documents to one or more of the parties in preparation of the Transaction Documents and in related matters, the Parties have waived any potential conflicts of interest that may arise as a result of the above actions by the Law Firm, whether or not one or more of the Parties may have consulted with separate legal counsel concerning the Transaction Documents. Each Party represents that it has been advised of its right to seek separate counsel to review the Transaction Documents on behalf of such Party.

12.16 Recitals and Exhibits. The recitals and exhibits hereto are incorporated herein and made a part hereof by reference.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective duly authorized representatives as of the dates set forth below.

ALLINA HEALTH SYSTEM

_____

_____
Chief Executive Officer

Date_____

CITY OF NORTHFIELD

_____
Erica Zweifel, Its Mayor

_____
Lynette Peterson, Its City Clerk

ON BEHALF OF:
NORTHFIELD HOSPITAL + CLINICS,
a Minnesota municipal hospital and an instrumentality of the City of Northfield

_____
President and Chief Executive Officer

Date_____

EXHIBIT A[2]

LEGAL DESCRIPTION FOR THE LAND (REAL PROPERTY)

Lot 1, Block 1, River Valley Subdivision, Rice County, Minnesota

And

Outlot B in Clinton Heights, in the city of Northfield, Rice County, Minnesota

[2] NTD: Tentative legal description.

EXHIBIT B

ALLINA DELIVERIES – REAL PROPERTY

1. The most recent existing surveys for all or any portion of the Real Property (the "**Existing Survey**");

2. All existing title insurance commitments or policies (including copies of exception documents) relating to all or any portion of the Real Property

3. All engineering and construction plans, such as sewer, water, storm sewer, drainage, streets, utilities, off-site construction, grading plans, and building permits pertaining to the Real Property;

4. All soil or geotechnical reports relating to the Real Property;

5. All environmental reports, including Phase I and Phase II reports relating to the Real Property (collectively, the "**Environmental Reports**");

6. All wetland delineation maps, watershed-related reports or correspondence and similar studies relating to the Real Property.

EXHIBIT C
BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT ("*Bill of Sale*") is made as of _____, 2026, by and between CITY OF NORTHFIELD, a Minnesota municipal corporation ("Buyer"), on behalf of Northfield Hospital + Clinics, a Minnesota municipal entity ("NH+C", and together with Buyer, "Buyer Parties"), Allina Health System, a Minnesota nonprofit corporation ("Allina"), and Allina Heath Clinics, LLC ("AHC, LLC", and together with Allina, the "Seller") (each a "Party," and together the "Parties").

WHEREAS, Allina and Buyer Parties, are parties to that certain Asset Purchase Agreement dated _____, 2026 (the "*Agreement*") pursuant to which Buyer will purchase the Assets of Seller (subject to the exclusion of the Excluded Assets) effective as of the Effective Date (all capitalized terms used herein but not defined will have the meanings set forth in the Agreement);

WHEREAS, Seller desires to effectuate the sale, assignment, conveyance, transfer and delivery to Buyer of the Assets (other than the Real Property) (the "Personal Property Assets");

WHEREAS, for purposes of this Bill of Sale, NH+C will be acting as Buyer's agent such the with the exception of the Real Property, all assignments, including the assumed Contracts, shall be in the name of NH+C; and

WHEREAS, as part of the transfer of such assets of Seller, Seller desires to assign and delegate to Buyer Parties, and Buyer Parties desire to receive an assignment of and assume from Seller the Assumed Contracts.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Transfer of Personal Property Assets. Seller hereby irrevocably sells, assigns, conveys, transfers, and delivers to NH+C all of the right, title and interest, legal and equitable, of Seller in and to the Personal Property Assets as of the Closing Date. NH+C hereby purchases, acquires and accepts from Seller, the Personal Property Assets, but the Buyer Parties do not assume and will not be liable for, any Excluded Liabilities. Notwithstanding anything to the contrary contained herein, Seller is not selling, assigning, conveying, transferring, or delivering to NH+C, and Buyer Parties are not purchasing, acquiring, or accepting from Seller, any Excluded Assets.

2. Further Assurances.

A. Seller, for itself and its successors and assigns, hereby covenants and agrees to execute and deliver such other instruments of sale, conveyance, assignment or transfer and take such other actions as may be reasonably requested to more fully effectuate the sale, conveyance, assignment, transfer and delivery to NH+C, or its successor and assigns, of Seller's right, title and interest in and to the Personal Property Assets hereby sold, conveyed, assigned,

transferred and delivered to NH+C; and in case of conflict, such specific instruments will control with respect to the Personal Property Assets sold, transferred, conveyed or assigned thereby.

B. Seller hereby authorizes Buyer Parties to take any appropriate action to protect the right, title and interest in and to the Personal Property Assets hereby sold, conveyed, assigned, transferred and delivered to NH+C, in the name of Seller, Buyer Parties or any other name (for the benefit of NH+C and its successors and assigns), against each and every person or persons whomsoever claiming or asserting any claim against any or all of the same.

3. Condition of Personal Property Assets. All of the Personal Property Assets are conveyed in an "AS IS, WHERE IS" condition, without warranty of condition, expressed or implied.

4. Assignment and Delegation; Assumption. Seller hereby sells, assigns, delegates, and transfers to NH+C all of Seller's rights, obligations, title and interest in, under and to the Assumed Contracts. NH+C hereby assumes and agrees to pay, perform and discharge all liabilities and obligations of Seller pursuant to each Assumed Contract which arise from matters occurring on and after the Closing Date, other than any Assumed Contract being contested in good faith; provided that Buyer Parties do not assume any liabilities or obligations that are Excluded Liabilities.

5. Conflicts. This Bill of Sale is subject in all events to the terms and conditions of the Agreement. In the event of a conflict or inconsistency between this Bill of Sale and the Agreement, the terms of the Agreement will prevail.

6. Survival. Notwithstanding anything herein to the contrary, the terms and conditions of the Agreement will survive the execution and delivery of this Bill of Sale.

7. Binding Effect. This Bill of Sale will inure to the benefit of Buyer Parties and its successors and assigns and will be binding upon Seller and its successors and assigns.

8. Governing Law. This Bill of Sale will be governed by and construed in accordance with the laws of the State of Minnesota, without regard to the principles of conflicts of law thereof.

9. Counterparts. This Bill of Sale may be executed in multiple counterparts (including by means of telecopied, facsimile or pdf signature pages), any one of which need not contain the signatures of more than one party, but all such counterparts taken together will constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the date first written above.

ALLINA:

ALLINA HEALTH SYSTEM

_____
Name:
Title:

AHC, LLC:

ALLINA HEALTH CLINICS, LLC

_____
Name:
Title:

BUYER:

CITY OF NORTHFIELD

_____
Name: Erica Zweifel
Title: Mayor

_____
Name: Lynette Peterson
Title: City Clerk

ON BEHALF OF:
NORTHFIELD HOSPITAL + CLINICS,
a Minnesota municipal hospital and an instrumentality of the City of Northfield

_____
Name: Zander Abbott
Title: President and CEO

Date_____

SCHEDULE 2.1.2
FURNITURE, FIXTURES, EQUIPMENT AND MISCELLANEOUS TANGIBLE PROPERTY

Furniture and Fixture List:

Item	Count	Location Notes
Level 1 Ancillary Items		
Guest exam chair with arms	71	Exam Rooms
Guest exam chair without arms	71	Exam Rooms
Spec Tailor Chair	53	Lobby
Spec Tailor Settee	12	Lobby
Side table	13	Lobby
task chairs non standard	70	Throughout
doc stools,not prime	71	Exams, procedure
Level 1 Systems Furniture		
PPCT systems station: single monitor arm, panel, tackboard, flipper and paper tray	83	Offices/ Team Pods
hi/lo bases corner	8	check in, care coordinator
wall mount ergotron	3	procedure
pencil box file	28	Offices
lateral file	3	Team pods
panels full height	40	team pods
Lower-Level Ancillary Items		
Guest exam chair with arms	6	Exam/ offices/care coordinator
Guest exam chair without arms	14	Exam/ offices/care coordinator
Spec Calvin Chair	36	Lobby and MH exams
Spec Calvin Settee	13	Lobby and MH exams
Side table	15	Lobby
task chairs non standard	33	Throughout
conference stacking chair	28	conference
conference chair nice	12	conference
huddle table	2	huddle
conference/ break tables	18	conference
doc stools, not prime	5	Exams, procedure
Lower-Level Systems Furniture		
single monitor arm	6	throughout
hi/lo base	3	MH reception
wow	1	MH exam
flippers	38	Offices
rail	2	Offices

Item	Count	Location Notes
tack	4	Offices
pencil box file	8	Offices
file file	1	Offices
box box file	23	Offices
30" lateral file	14	Offices
panels partial height	44	Offices

Equipment List:

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Table	Tables, Exam/Treatment	Biodex Medical Systems Inc	056-672	Exam Table	0101009
Fetal monitors	Monitors, Fetal	Corometrics Medical Sys Inc	171	Fetal monitors	SAS16115499PAS
X-Ray Rad System	Radiology System	Quantum Medical Imaging	QG-5000	X-Ray Rad System	QG5000-03J-0907
Surgical Light, Overhead	Surgical Lights	Midmark Corp	355-003	Surgical Light, Over	FT002972
Cast Cutter with Vacuum	Cast Cutters	Stryker Medical Corp	CASTVAC	Cast Cutter with Vac	0606500179
Oximeter, Pulse	Pulse Oximeter	Mallinckrodt Inc	NPB-40	Oximeter, Pulse	G02827581
Scale, Patient	Scales, Patient	Tanita Corp of America Inc (US	BWB-800	Scale, Patient	01090379
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104114
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45ME0-E1	Spot Vital Signs LXi	20061103786
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003049
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003094
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104113
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003579
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061103902
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104132
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104121
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104112
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104115
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104135
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104118
ENT Microscope with Light	Microscopes, Surgical	Global Surgical Corp	MW725F	ENT Microscope with	MW725F-01493

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
SCALE, WHEEL CHAIR access	Scales, Patient	SR Instruments Inc	SR755	SCALE, WHEEL CHAIR a	3094
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104141
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104131
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104130
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367385
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V335416
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V365134
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V335418
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104117
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Adjustable Exam Chair	Chairs, Exam	Midmark Corp	230-002	Adjustable Exam Chai	V383632
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367905
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V360736
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367401
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V365133
Ritter Lamp	Lights, Exam	Midmark Corp	152-001	Ritter Lamp	V359365
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061104116

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401690
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401655
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	104	Table, Exam-Treatmen	V392685
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	unk
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	unkn
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	unk
CT Injector	Injectors	Bayer Healthcare, Medrad Inc	85631829	Stellant Flex	1661U1
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401688
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20070401650
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367872
Standing Scale	Scales, Patient	Tanita Corp of America Inc (US	WB-110A	Standing Scale	4331
Standing Scale	Scales, Patient	Tanita Corp of America Inc (US	WB-110A	Standing Scale	3904
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374286065020
Surgical Light, Overhead	Surgical Lights	Midmark Corp	355-025	Surgical Light, Over	V487397
Refrigerator/Freezer	Refrigerators & Freezers,	Sanyo Scientific Div	MPR-414F	Refrigerator/Freezer	08120603

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
	Laboratory/Pharmacy				
259 Series	Monitors, Fetal	Corometrics Medical Sys Inc	259CX-A	259 Series	SDJ12053498PA
Mammo Mask View Box	View Boxes	Broadwest Corp	MM8	Mammo Mask View Box	403/0004
X-RAY VIEW BOX	View Boxes	S & S X-Ray Products Inc	Streamliner III	X-RAY VIEW BOX	
X-Ray View Box	View Boxes	S & S X-Ray Products Inc	140D2	X-Ray View Box	BO83723
X-RAY VIEW BOX	View Boxes	S & S X-Ray Products Inc	Streamliner III	X-RAY VIEW BOX	
Mammography View Box	View Boxes	Maxant Div Eleco Inc	Mammo Lume 300-mam 3	Mammography View Box	138035
Refrigerator/Freezer Comb	Refrigerators & Freezers, Laboratory/Pharmacy	Sanyo Scientific Div	MPR-215F	Refrigerator/Freezer	11090611
REFRIGERATORS, LABORATORY	Refrigerators, Laboratory/Pharmacy	Sears Roebuck & Co	NA-Refrigerators, La	REFRIGERATORS, LABOR	WA93401812
Bone Densitometer	Bone Densitometer	GE / Lunar Corp	Prodigy	Prodigy	351706GA
Wireless Digital Detector	CR Image Digitization Systems	FujiFilm Medical Systems	DR-ID1200	FDR D-EVO 2	76551435
Econo	Tables, Exam/Treatment	Biodex Medical Systems Inc	058-726	Econo	11030026
Procedure Light	Surgical Lights	Welch Allyn-Medical Div	GS 900	Procedure Light	101223
Blanket Warmer	Warmers, Blanket	Steris Corp	DJ010124132	Blanket Warmer	0405516003
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20130703874
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20130703881
Contrast Warmer	Warmers, Contrast Media	Thermo Scientific	50125590	Contrast Warmer	IMC40472261
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V1530186
Hyfrecator 2000	Hyfrecators	CONMED Corp	7-900-115	Hyfrecator 2000	14FGJ006
ViroVac	Smoke Evac Sys	Buffalo Filter Div Medtek Dev	VV120	ViroVac	V04427
CareScape	Monitors, BP	GE Healthcare USA	V100	CareScape V100	SH614451590SA
Refrigerator,	Refrigerators,	Sears Roebuck & Co	253.60721008	Refrigerator, Labora	WA70801620

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Laboratory	Laboratory/Pharmacy				
Scale, Patient	Scales, Patient	Tanita Corp of America Inc (US	BWB-800	Scale, Patient	12070892
Compact Suction Unit	Aspirators	Laerdal Medical Corp	LCSU	Compact Suction Unit	LP1008428
Bariatric Exam Table	Tables, Exam/Treatment	Midmark Corp	244-001	Bariatric Exam Table	132161792
Audiometer	Audiometer	Interacoustics	Titan	Audiometer	0903511
Equinox	Audiometer	Interacoustics	Equinox	Equinox	883952
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-46750-001
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	07316K51668
SCALE, INFANT	Scales, Patient	Scale-Tronix Inc	4802	SCALE, INFANT	4802-25618
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-49566-001
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Carescape V100	Monitors, BP	GE Marq-Monitoring	2034803-023	Carescape V100	SH615045469SA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Patient Scale	Scales, Patient	SR Instruments Inc	SR555i	Patient Scale	WO-49057-001
CareScape	Monitors, BP	GE Healthcare USA	V100	CareScape V100	SH616310064SA
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1814982
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1815255
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1837895
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1837886
V100 Carescape	Monitors, BP	GE Marq-Monitoring	2038172-001-219568	V100 Carescape	SH617040378SA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Refrigerator	Refrigerators, Laboratory/Pharmacy	Follett Corporation	00983510	Refrigerator	E83982-134 15
Ultrasound	Ultrasound, Portable	GE Diasonics Ultrasound Inc	Vscan	Ultrasound	VH019608JN
Carescape Dinamap	Monitors, BP	GE Marq-Monitoring	V100 Dinamap	V100	SH615045486SA
ViroVac	Smoke Evac Sys	Buffalo Filter Div Medtek Dev	VV120	ViroVac	V04969
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374064150776
AED	Defibrillators, AED	Medtronic Physio-Control Corp	320371500569	Lifepak 1000	43773327
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0082318
Vital Signs Monitor - NIB	Monitors, BP	Welch Allyn Protocol, Inc	53000-E1	Vital Signs Monitor	JA090999
Exam Table	Tables, Exam/Treatment	Midmark Corp	625.401702	Exam Table	V1720552
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1603600
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1602298
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	537407151303
Digital Infant Scale	Scales, Patient	Seca Corp	374	Digital Infant Scale	5374070151300
Refrigerator	Refrigerators, Laboratory/Pharmacy	Follett Corporation	00983510	Refrigerator	E93041-216 15
Vision Screener	Analyzer, Visual Function	Welch Allyn Inc.	VS100B	Vision Screener	23965
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	
V100 Carescape	Monitors, BP	GE Marq-Monitoring	2038172-001-2	V100 Carescape	SH617120029SA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
			19568		
Portascan 3D	Ultrasound, Abdominal	Laborie Medical Tech Corp	MD-6000	Portascan 3D	MD6000 HD0481
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Exam Light	Lights, Exam	Midmark Corp	250-002	Exam Light	V1910063
Exam Light	Lights, Exam	Midmark Corp	250-002	Exam Light	V1910112
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1928629
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1928617
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1944127
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490129PA
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490158PA
EKG Cart	Electrocardiographs	GE Marq-Cardiology Div	MAC 2000	EKG Cart	SPW17490141PA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-001	Ritter 204	V1967729
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	(21)01518K50016
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	(21)01218K51625
Thermometer	Thermometers, Patient	Braun Thermoscan	PRO 6000	Thermometer	07918K52335
SPO2 Monitoring System	Pulse Oximeter	Covidien Inc	PM10N	SP02 Monitoring Syst	MBP1803970
Optik model 2	Colposcopes	CooperSurgical Inc USE MEDASON	3MTL-LED-1/2	Optik model 2	17-081071
Optik model 2	Colposcopes	CooperSurgical Inc USE MEDASON	3MTL-LED-1/2	Optik model 2	17-081075

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Fetal Doppler	Blood Flow Detectors	Arjo - Huntleigh Healthcare In	FD2	Fetal Doppler	FD2P30427286-14
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367395
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392684
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392679
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392682
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367398
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367404
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367921
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367840
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367393
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367814
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367412
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367390
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367397
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392680
204	Tables, Exam/Treatment	Midmark Corp	204	204	V392681
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367883
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367799
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367894
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367895
204	Tables, Exam/Treatment	Midmark Corp	204	204	V367816
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	NA

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Table	Tables, Exam/Treatment	Midmark Corp	625.401702	Exam Table	V174450
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367400
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V2054600
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063219
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-001	Ritter 204	V2051413
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2062964
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V206264
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2059956
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063173
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063068
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063191
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063199
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2063213
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2062828
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	NA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056897
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056835
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056518

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056978
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056829
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056802
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056785
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056791
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056806
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056863
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056884
Verifit2	Hearing Aid Testers	Audioscan	VF-2	Verifit2	C3392
250 LED	Lights, Exam	Midmark Corp	250-003	250 LED	V2071542
250 LED	Lights, Exam	Midmark Corp	250-003	250 LED	V2071789
Oto/Ophthalmoscopes	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	767	767 Series	na
Aspirator, Gomco Optivac G180	Aspirators	Allied Healthcare Products Inc	G180	Opti Vac G180	NA
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	xxxx
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	xxxx
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	NA
Ritter 204	Tables, Exam/Treatment	Midmark Corp	204-012	Ritter 204	V2056876
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	N/A
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2311541
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	NA
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2314414
HEPA-CARE Air Purification Sys	Air Cleaners, Particulate, High-Efficiency Filter, Mobile	Abatement Technologies	HC800F	HC800F	I40720203056
HEPA-CARE Air Purification Sys	Air Cleaners, Particulate, High-Efficiency Filter, Mobile	Abatement Technologies	HC800F	HC800F	I40720203055
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	na
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777	Oto/Opthalmoscope	
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V367389
Spirometers	Spirometers	NDD Medical Technologies	2500	EasyOne Air	1161085
Spirometers	Spirometers	NDD Medical Technologies	2500	EasyOne Air	1161069
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2430982
Lights, Infrared	Lights, Infrared	Chongqing Xinfeng Medical	CQ-36	TDP Lamp	19080014063
Therapy lamp	Lights, Infrared	K.S. Choi Corp	KS-9800 (TDP-166F)	TDP Infrared Lamp	21030814816
Lights, Exam	Lights, Exam	Midmark Corp	250-003	250 LED	V2462772
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2522377
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2511870

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2512386
Exam Chair	Tables, Exam/Treatment, Adjustable	Midmark Corp	626-001	626	V2512396
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Oto/Ophthalmoscope	Ophthalmoscope/Otoscopes	Welch Allyn-Medical Div	GS 777		NA
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Patient scale	Scales, Patient	Befour Inc	MX115	MX115	2301DMX110226
Patient scale	Scales, Patient	Befour Inc	MX115	MX115	23010DMX110227
LED Exam Light	Lights, Exam	Midmark Corp	255-002	LED Exam Light	V2539023
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
exam chair clinic	Chairs, Exam	Midmark Corp	630-020	exam chair clinic	V2546671
Dimensions 6000 3D	Mammo Unit	Hologic Inc	SDM-SYS-6000-3D	Dimensions 6000 3D	SDM131501059
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3698412
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F342A564
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3699289
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F3427044
Infusion Pump	Infusion Pumps	Baxter Corp IV - Infusion Sys	3570009	Spectrum IQ	3699194
Batteries	Batteries	Baxter Corp IV - Infusion Sys	36010	36010	0004F3430A55

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Ultrasounds	Ultrasounds	Philips Ultrasound	795234	Epiq Elite	USD22B1902
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Portable Suction	Aspirators	Laerdal Medical Corp	88115 1	LCSU 4	2212220127
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	
Cast Cutter/Vacuum	Cast Cutters	BSN Medical Inc	0295-400		5554
Dermatology Microscope	Ophthalmoscope/Otoscopes	3Gen Inc	DL3		DL301201000889
Vital Signs Monitor	Monitors, BP	Welch Allyn Inc.	901096	ProBP 2400	042400927
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
CASE Stress	Monitors, Stress System	GE Marq-Cardiology Div	301234-001	CASE V7.0	SU325252919SA
Tango M2	Monitors, BP	Suntech Medical Inst Inc	2130	Tango M2	M00136276
Treadmills	Treadmills	GE Marq-Cardiology Div	2097357-002	T2100-ST2	GEDC-11849
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Vein Finder	Vein Finder	AccuVein LLC	AV500	AccuVein AV500	AV25090090
Bladderscanner	Ultrasound, Abdominal	Verathon Corp	0570-0412	BladderScan i10	CT254140
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Trophon2	Disinfectors, Liquid Germicide, U/S Probe	Nanosonics	N05000-1	Trophon2	832825-029
OTOscope	Ophthalmoscope/Otoscopes	Hill-Rom Co Inc	901093	GS 777	
Performalift	Tables, Exam/Treatment	Oakworks Inc	PFEX	Performalift	PED686162
Performalift	Tables, Exam/Treatment	Oakworks Inc	PFEX	Performalift	PED686161
Table, Exam-Treatment	Tables, Exam/Treatment	Midmark Corp	204-002	Table, Exam-Treatmen	V1241287
UPS	UPS	APC-American Power Conversion	BR1500G		4B1615P31052
Tissue ablation	RF Tissue Ablation Systems	Tenex Health	TX-1	Tissue ablation	55400222
Echo Bed	Tables, Exam/Treatment	Medical Positioning Inc	1233	Medical Positioning Inc	804219
	Thermometers, Lab	Fisher Scientific Co	4238	Traceable High Accur	151973761
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			V360734
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			V360677
Exam Light	Lights, Exam	Ritter			V360675
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			v395786
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Goodwin			
Exam Light	Lights, Exam	Goodwin			
Exam Light	Lights, Exam	Ritter			v386888
Exam Light	Lights, Exam	Ritter			v386899
Exam Light	Lights, Exam	Ritter			v335419
Exam Light	Lights, Exam	Ritter			v386882
Exam Light	Lights, Exam	Ritter			v359364
Exam Light	Lights, Exam	Ritter			v365132
Exam Light	Lights, Exam	Ritter			v359351
Exam Light	Lights, Exam	Ritter			v357236
Exam Light	Lights, Exam	Ritter			v392667
Exam Light	Lights, Exam	Ritter			v360735
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			v335415
Exam Light	Lights, Exam	Ritter			v359366
Exam Light	Lights, Exam	Ritter			v359348

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Exam Light	Lights, Exam	Ritter			v335417
Exam Light	Lights, Exam	Ritter			v335414
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam				
Exam Light	Lights, Exam	Ritter			v360676
Exam Light	Lights, Exam	Ritter			v365135
Exam Light	Lights, Exam	Ritter			v357235
Exam Light	Lights, Exam	Ritter			V392668
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscope	Welch Allyn			

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
	s				
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn			
Thermometer	Thermometers, Patient	Welch Allyn	690		005188582
Thermometer	Thermometers, Patient	Welch Allyn	690		004502625
Thermometer	Thermometers, Patient	Welch Allyn	690		00513802
Thermometer	Thermometers, Patient	Welch Allyn	6000		
Thermometer	Thermometers, Patient	Welch Allyn			25175272
Thermometer	Thermometers, Patient	Welch Allyn			25089475
Thermometer	Thermometers, Patient	Welch Allyn			1106143
Thermometer	Thermometers, Patient	Welch Allyn			23105615
Thermometer	Thermometers, Patient	Welch Allyn			5188614

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
Thermometer	Thermometers, Patient	Welch Allyn			1105986
Thermometer	Thermometers, Patient	Welch Allyn			02241860
Thermometer	Thermometers, Patient	Welch Allyn			14130673
Thermometer	Thermometers, Patient	Welch Allyn			23466607
Thermometer	Thermometers, Patient	Braun Thermoscan			6222641
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160410650
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			170114233
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			1708063558
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160410587
Lab Thermometer	Thermometers, Lab	Fisher Scientific Co			160252373
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Lab Chair	Lab Chairs	Miscellaneous			
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Zoom Cart	Mobile Stretchers	Stryker Medical Corp	1125	Zoom	
Pulse Oximeter	Pulse Oximeter	Covidien Inc	N-65		P14804732
Pulse Oximeter	Pulse Oximeter	Covidien Inc	N-65		P14802006
Gel Warmer	Warmer, Gel				
Gel Warmer	Warmer, Gel				
Patient scale	Scales, Patient	Health O Meter	349KLX		3500059995
Scale Balance		FRADEL			
Sphygmomanometer	Sphygmomanometers	Welch Allyn			
Sphygmomanometer	Sphygmomanometers	Welch Allyn			

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
CAPR	Respirators, Particulate	Max-Air Systems-use Biomedical	2080-03	HELMET-CH	076130
CAPR	Respirators, Particulate	Max-Air Systems-use Biomedical	2080-03	HELMET-CH	076129
Overhead Procedure Light	Surgical Lights				992248
Fetal Doppler	Blood Flow Detectors				136236
	Ultrasound Cart	Philips Ultrasound			
	Centrifuge Loaner	Arthrex			0009366-05
	Tables, Exam/Treatment, Adjustable	Midmark Corp	230-001		V2900878
	Tables, Exam/Treatment, Adjustable	Hausmann			
	Stadiometer				
	Shaver	Medline			
Lab Timer	Timer, Laboratory	Fisher Scientific Co			160410680
Rebel T5i	Cameras	Canon USA Inc	DS126571	Rebel T5i	052032003315
Rebel T5i	Cameras	Canon USA Inc	DS126571	Rebel T5i	312072031230
Vital Signs Monitor	Monitors, BP	Welch Allyn-Medical Div	45NTO	Spot Vital Signs LXi	20061003054
Pulse Oximeter	Pulse Oximeter	Nonin Medical Inc	Wrist Ox2	Pulse Oximeter	502014341
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0060560
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0060559
AED	Defibrillators, AED	Medtronic Physio-Control Corp	320371500569	Lifepak 1000	46015161
Dermatoscopes	Dermatoscopes	3Gen Inc	dermlite dl4		DL4C 2115
Dermatoscopes	Dermatoscopes	3Gen Inc	dermlite dl4		DL4C 2114
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	GS0071765
AM282	Audiometer	Welch Allyn-Medical Div	28200	AM282	21gs0071701

DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	EQU_MODEL_NAME	SERIAL_NUM
UPS	UPS	APC-American Power Conversion	Smart-UPS RT1500	UPS	AS0533212175
Ritter 230	Chairs, Exam	Midmark Corp	230-001	Ritter 230	V2053904
Otoscope	Ophthalmoscope/Otoscopes	Welch Allyn Inc.	901093	GS 777	
Ear thermometer	Thermometers, Patient	Welch Allyn Inc.	901054	PRO 6000	03621K62558
American Orthopaedic	Cast Cutters	BSN Medical Inc	0295-200	American Orthopaedic	44085
Handheld Ultrasound	Ultrasound, Portable	GE Healthcare USA	VSCAN AIR CL A1	VSCAN AIR CL A1	VA001202632
InnoSpire Elegance	Nonheated Nebulizers	Respironics Inc A Philips Medi	1095059	InnoSpire Elegance	2015092008
Mammo Monitor	PAC Monitors	Barco	MDNC-12130	MDNC-12130	2590394319
Ultrasound, Probes	Ultrasound, Probes	Philips Ultrasound	eL18-4	Purewave	B3G90D
Transvaginal	Ultrasound, Probes	Philips Ultrasound	C10-3V	Transvaginal	F062DV
L Cardiac Probe	Ultrasound, Probes	Philips Ultrasound	L15-7io	L Cardiac Probe	F08FQW
Curved Abdominal	Ultrasound, Probes	Philips Ultrasound	C5-1	Curved Abdominal	F0LTP1
Ultrasound Probe	Ultrasound, Probes	Philips Ultrasound	L12-3	Ultrasound Probe	F0MXLN

SCHEDULE 2.1.3
ASSUMED CONTRACTS

None.

SCHEDULE 2.2
EXCLUDED ASSETS

1. **Cash and Cash Equivalents.** All cash, cash equivalents, accounts receivable, work in progress, investment assets, debt obligations owed to Allina, and assets of Allina's pension, welfare and other benefit plans. Allina is solely responsible for collection of any accounts receivable existing prior to the Effective Date.

2. **Goodwill**.

3. **Claims.** Any claim or claims of Allina arising out of actions relating to the Assets that occurred prior to the Effective Date and any rights to recovery by Allina arising out of litigation relating to the Assets that are pending prior to the Effective Date.

4. **Taxes.** All losses, carryovers and rights to receive refunds with respect to any and all taxes of Allina of every nature and description, including interest payable with respect thereto.

5. **Corporate Records.** The corporate charter, taxpayer and other identification numbers, general ledgers, tax returns, seals, minute books, stock transfer books and similar documents of Allina relating to the organization, maintenance and existence of Allina as a corporation.

6. **Provider Numbers.** Allina's Medicare and Medicaid provider numbers.

7. **Patient Records.** Allina will be solely responsible for identifying, storing, maintaining, and destroying all patient records and the costs thereof, including paper and electronic records.

8. **Rights Under Contracts which are not Assumed Contracts.** All rights of Allina under any contracts, leases, indentures, guarantees, commitments, or other agreements which are not Assumed Contracts.

9. **Non-assignable Assets.** Any Permits and Licenses, Warrantees and Guarantees, and Governmental Rights to the extent not assignable by Allina.

10. **Accounts Receivable.** Any accounts receivable of Allina for professional services provided at the Clinic prior to the Effective Date.

11. **Certain FFE and Property.** Furniture, fixtures, furnishings, equipment and other miscellaneous tangible property of the Clinic not listed on Schedule 2.1.2.

12. **Inventories.** All tangible goods, supplies, medical devices, and materials, including without limitation, medical supplies, packaging materials, business supplies, and other consumable inventories, owned by Allina and located at or used or usable in the operation of the Clinic as of Effective Date (the "Inventory").

13. **Allina signage.**

SCHEDULE 4.3
ALLOCATION OF PURCHASE PRICE

The Parties agree that the Purchase Price paid for the Assets included in this Agreement shall be allocated as follows, and that each Party shall file with the Internal Revenue Service a 2026 Form 8594 consistent with this allocation:

Asset Class	Description	Allocation
I	Cash and general deposit accounts	N/A
II	Actively traded securities	N/A
III	Prepaids and deposits, and Accounts Receivable	N/A
IV	Inventory	N/A
V	Tangible personal property	$5,560,724 (which includes $5,050,000 for the Real Property)
VI+VII	Intangible assets and goodwill	N/A

FIFTH AMENDED AND RESTATED INDENTURE OF TRUST

between

CITY OF NORTHFIELD, MINNESOTA

and

COMPUTERSHARE TRUST COMPANY, N.A.

as Trustee

Dated as of September 1, 2026

Relating to
City of Northfield, Minnesota
Hospital Revenue Bonds

(THIS INDENTURE CONTAINS AFTER-ACQUIRED PROPERTY PROVISIONS AND CONSTITUTES A SECURITY AGREEMENT AND A FIXTURE FINANCING STATEMENT UNDER MINNESOTA STATUTES, SECTION 336.9-313)

This instrument was drafted by
Kutak Rock LLP
60 South Sixth Street, Suite 3400
Minneapolis, MN 55402

TABLE OF CONTENTS
(continued)

Page

ARTICLE I DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION 4
Section 1.01 Definitions 4
Section 1.02 Compliance Certificates and Opinions 14
Section 1.03 Form of Documents Delivered to Trustee. 14
Section 1.04 Acts of Bondholders. 15
Section 1.05 Notices, etc. to Trustee and City 16
Section 1.06 Notices to Bondholders; Waiver 17
Section 1.07 Effect of Headings and Table of Contents 17
Section 1.08 Successors and Assigns 17
Section 1.09 Separability Clause 17
Section 1.10 Execution and Counterparts 17
Section 1.11 Construction 17
Section 1.12 Benefit of Indenture 17
Section 1.13 Limitation of Liability 18

ARTICLE II BOND FORMS 19
Section 2.01 Forms Generally 19
Section 2.02 Book Entry Only System 19
Section 2.03 Termination of Book-Entry Only System 19
Section 2.04 Letter of Representations 19

ARTICLE III THE BONDS 20
Section 3.01 General Title 20
Section 3.02 General Limitations. 20
Section 3.03 Terms of Particular Series 20
Section 3.04 Form and Denominations 21
Section 3.05 Execution, Authentication and Delivery 21
Section 3.06 Registration, Transfer and Exchange 22
Section 3.07 Mutilated, Destroyed, Lost and Stolen Bonds 23
Section 3.08 Dating of Bonds 23
Section 3.09 Persons Deemed Owners 23
Section 3.10 Cancellation 24
Section 3.11 Paying Agent 24

ARTICLE IV THE SERIES 2016B BOND, THE SERIES 2024B BOND, THE SERIES 2025C BOND AND THE SERIES 2026C NOTE 25
Section 4.01 Specific Title and Terms 25
Section 4.02 Optional and Mandatory Redemption. 28
Section 4.03 Authentication and Delivery of Series 2026C Note 29
Section 4.04 Deposit of Series 2026C Note Proceeds. 29

ARTICLE V AUTHENTICATION AND DELIVERY OF ADDITIONAL BONDS 31
Section 5.01 General Provisions 31
Section 5.02 Conditions to Issuance of Additional Bonds 32

TABLE OF CONTENTS
(continued)

Page

Section 5.03 Subordinate Lien Indebtedness; Refunding Bonds. 33

ARTICLE VI APPLICATION OF TRUST MONEYS 34
Section 6.01 "Trust Moneys" Defined 34
Section 6.02 Hospital Fund 34
Section 6.03 Construction Account 35
Section 6.04 Revenue Bond Debt Service Account 35
Section 6.05 Fee Payments. 37
Section 6.06 Investments. 37
Section 6.07 Rebate Fund 38
Section 6.08 Property Insurance and Award Fund. 38
Section 6.09 Qualified Investments. 38
Section 6.10 Trust Moneys: Use and Tax Treatment. 39
Section 6.11 Priority of Application of Net Revenues 39

ARTICLE VII COVENANTS 40
Section 7.01 Pledge 40
Section 7.02 Enforceability. 40
Section 7.03 Execution of Security Documents. 40
Section 7.04 Tax-Free Nature of Bonds. 40
Section 7.05 Sufficiency of Net Revenues. 40
Section 7.06 Payment of Principal and Interest 41
Section 7.07 Performance of and Authority for Covenants. 41
Section 7.08 Operation and Maintenance of Hospital. 41
Section 7.09 Rates and Charges. 41
Section 7.10 Possession of Hospital and Sale of Hospital Assets 42
Section 7.11 Insurance 44
Section 7.12 Liens. 45
Section 7.13 Alterations to Hospital. 45
Section 7.14 Books, Records and Audit 46
Section 7.15 Accreditation. 46
Section 7.16 Consolidation, Merger, Sale or Conveyance. 46
Section 7.17 Liquidity 47
Section 7.18 Continuing Disclosure 47

ARTICLE VIII DEFEASANCE 48
Section 8.01 Payment of Indebtedness: Satisfaction and Discharge of Indenture 48
Section 8.02 Application of Deposited Money. 49

ARTICLE IX EVENTS OF DEFAULT; REMEDIES 50
Section 9.01 Events of Default 50
Section 9.02 Acceleration of Maturity. 51
Section 9.03 Remedies 51
Section 9.04 Application of Proceeds 52
Section 9.05 Trustee May File Proofs of Claims 53

TABLE OF CONTENTS
(continued)

Page

Section 9.06 Trustee May Enforce Claims Without Possession of Bonds 53
Section 9.07 Limitation on Suits..... 53
Section 9.08 Unconditional Right of Bondholders to Receive Principal, Premium and Interest..... 54
Section 9.09 Restoration of Positions. 54
Section 9.10 Rights and Remedies Cumulative..... 54
Section 9.11 Delay or Omission Not Waiver..... 54
Section 9.12 Control by Bondholders..... 55
Section 9.13 Waiver of Past Defaults. 55
Section 9.14 Suits to Protect the Trust Estate and Other Property 55
Section 9.15 Rights of Ground Lessor..... 55

ARTICLE X THE TRUSTEE 56
Section 10.01 Certain Duties and Responsibilities. 56
Section 10.02 Notice of Event of Default..... 57
Section 10.03 Certain Rights of Trustee 57
Section 10.04 Not Responsible for Recitals or Issuance of Bonds. 58
Section 10.05 May Hold Bonds. 58
Section 10.06 Money Held in Trust..... 58
Section 10.07 Compensation and Reimbursement. 58
Section 10.08 Corporate Trustee Required: Eligibility..... 59
Section 10.09 Resignation and Removal: Appointment of Successor. 60
Section 10.10 Acceptance of Appointment by Successor Trustee. 61
Section 10.11 Merger, Conversion, Consolidation or Successor to Business 61
Section 10.12 Co-trustees and Separate Trustees. 61

ARTICLE XI BONDHOLDERS' MEETINGS 64
Section 11.01 Purposes for Which Bondholders' Meetings May Be Called..... 64
Section 11.02 Place of Meetings of Bondholders..... 64
Section 11.03 Call and Notice of Bondholders' Meetings. 64
Section 11.04 Persons Entitled to Vote at Bondholders' Meetings 65
Section 11.05 Determination of Voting Rights: Conduct and Adjournment of Meetings..... 65
Section 11.06 Counting Votes and Recording Action of Meetings..... 65
Section 11.07 Revocation by Bondholders. 66

ARTICLE XII SUPPLEMENTAL INDENTURES..... 67
Section 12.01 Supplemental Indentures Without Consent of Bondholders..... 67
Section 12.02 Supplemental Indentures With Consent of Bondholders..... 68
Section 12.03 Execution of Supplemental Indentures 68
Section 12.04 Effect of Supplemental Indentures..... 69
Section 12.05 Reference in Bonds to Supplemental Indentures. 69
Section 12.06 Notice to Rating Agency..... 69

TABLE OF CONTENTS
(continued)

Page

ARTICLE XIII AMENDMENT OF GROUND LEASE AND ANY COLLATERAL DOCUMENT 70
Section 13.01 Amendment to Ground Lease and Collateral Document Without Consent of Bondholders 70
Section 13.02 Amendment to Ground Lease or Collateral Document With Consent of Bondholders 71
Section 13.03 Consent to Amendments 71

ARTICLE XIV REDEMPTION 72
Section 14.01 Right of Redemption 72
Section 14.02 Election to Redeem; Notice to Trustee 72
Section 14.03 Selection by Trustee of Bonds to be Redeemed. 72
Section 14.04 Notice of Redemption 72
Section 14.05 Deposit of Redemption Price 73
Section 14.06 Bonds Payable on Redemption Date 73
Section 14.07 Bonds Redeemed in Part. 73
Section 14.08 Redemption of All Bonds 74

EXHIBIT A DESCRIPTION OF LAND AND PERMITTED ENCUMBRANCES A-1

EXHIBIT B FORM OF SERIES 2016B BOND B-1

EXHIBIT C FORM OF SERIES 2024B BOND C-1

EXHIBIT D FORM OF SERIES 2025C BOND D-1

EXHIBIT E FORM OF SERIES 2026C NOTE E-1

EXHIBIT F DRAW REQUEST F-1

INDENTURE OF TRUST

THIS FIFTH AMENDED AND RESTATED INDENTURE OF TRUST, dated as of September 1, 2026, between the CITY OF NORTHFIELD, a municipality organized and existing under its City Charter and the Constitution and laws of the State of Minnesota (the "City"), and COMPUTERSHARE TRUST COMPANY, N.A., in St. Paul, Minnesota, a national banking association organized and existing under the laws of the United States, as Trustee (hereinafter, together with any successor trustee under this Indenture, referred to as the "Trustee"),

W I T N E S S E T H:

WHEREAS, the City is authorized by Minnesota Statutes, Sections 447.45 through 447.50, as amended (the "Act"), to issue its revenue bonds to finance and refinance the acquisition and betterment of hospital, nursing home and related medical facilities and health care facilities; and

WHEREAS, the City owns and operates hospitals, convalescent homes, nursing homes, and related medical facilities including medical clinics (collectively, the "Hospital") pursuant to its City Charter and the Act; and

WHEREAS, the City has heretofore issued its Hospital Revenue Bond, Series 2015B dated December 29, 2015 (the "Series 2015B Bond") pursuant to the Act and pursuant to that certain Mortgage and Security Agreement and Indenture of Trust, dated as of November 1, 2001, between the City and Wells Fargo Bank, National Association (as predecessor to the Trustee), as amended and supplemented by that certain Second Supplement to Mortgage and Security Agreement and Indenture of Trust, dated as of December 1, 2015 (collectively, and as heretofore further amended and supplemented, the "Original Indenture"), to finance various improvements to and capital expenditures for the existing Hospital facilities, including without limitation the expansion of the outpatient portion of the surgery center and the acquisition of various hospital equipment; and

WHEREAS, the City has heretofore issued its Hospital Revenue Refunding Bond, Series 2016A (the "Series 2016A Bond") and its Hospital Revenue Bond, Series 2016B (the "Series 2016B Bond") pursuant to the Act and pursuant to an Amended and Restated Indenture of Trust dated as of August 1, 2016 (the "1st A&R Indenture"), to refund the City's Hospital Revenue Bonds, Series 2006 (the "Series 2006 Bonds") and to finance improvements to and capital expenditures for the existing Hospital facilities; and

WHEREAS, on November 1, 2016, the City redeemed and prepaid the Series 2006 Bonds which are no longer Outstanding;

WHEREAS, the City has heretofore issued its Hospital Revenue Refunding Bond, Series 2024B, in the original aggregate principal amount of $11,190,000 (the "Series 2024B Bond") pursuant to the Act and pursuant to that certain Third Amended and Restated Indenture of Trust, dated as of December 1, 2024 (the "3rd A&R Indenture"), to refund the Series 2016A Bond and the City's Hospital Revenue Bond, Series 2022B and Hospital Revenue Bond, Series 2023A (collectively, the "Prior Refunded Bonds") previously issued to finance or refinance various improvements to and capital expenditures for the existing Hospital facilities, which Prior Refunded Bonds are no longer Outstanding; and

WHEREAS, the City has heretofore issued its Hospital Revenue Refunding Bond, Series 2025C, in the original aggregate principal amount of $3,805,000 (the "Series 2025C Bond") pursuant to that certain Fourth Amended and Restated Indenture of Trust (the "4th A&R Indenture"), dated as of October 1, 2025, between the City and the Trustee, and with the consent of the holders of the Series 2016B Bond and Series 2024B Bond, to refund the Series 2015B Bond, which Series 2015B Bond is no longer Outstanding; and

WHEREAS, in connection with the issuance by the City of its Taxable Subordinate Hospital Revenue Note, Series 2026C, in the original aggregate principal amount of $3,560,724 (the "Series 2026C Note") to acquire a medical clinic located at 1400 Jefferson Road in the City and capital expenditures related thereto, the City and the Trustee, and with the consent of the holders of the Series 2016B Bond, the Series 2024B Bond and the Series 2025C Bond, are entering into this Fifth Amended and Restated Indenture of Trust, dated as of September 1, 2026 (as amended, supplemented, restated or otherwise modified from time to time, this "Indenture"); and

WHEREAS, the Series 2026C Note is being issued on a basis subordinate to the Series 2016B Bond, the Series 2024B Bond, and the Series 2025C Bond, and the Series 2026C Note is "Subordinate Lien Indebtedness" under Article V of this Indenture;

WHEREAS, all things have been done that are necessary to make the Bonds and the Series 2026C Note herein authorized, when executed and issued by the City and authenticated and delivered hereunder, the valid obligations of the City in accordance with their terms, and to constitute this Indenture a valid contract for the security of the Bonds herein authorized, in accordance with its terms.

GRANTING CLAUSES

NOW, THEREFORE, THIS INDENTURE WITNESSETH that, to secure payment of the principal of, premium, if any, and interest on the Bonds according to their tenor and effect and the performance of all covenants and conditions therein and herein contained, and in consideration of the premises, and of the purchase of the Bonds by the Holders thereof (including, without limitation, the Original Purchasers), the City by these presents have granted, bargained, sold, conveyed, and pledged, and by these presents do hereby grant, bargain, sell, convey, and pledge, unto the Trustee, its successors and assigns forever:

GRANTING CLAUSE FIRST

The Net Revenues of the Hospital.

GRANTING CLAUSE SECOND

All other property of every kind which is now or hereafter subjected to the lien of this Indenture or pledged or assigned to the Trustee pursuant to the provisions of this Indenture, including without limitation all cash and securities now or hereafter held in the Trust Funds created or established under this Indenture (other than the Rebate Fund), all insurance proceeds and condemnation awards or other moneys represented by "Trust Moneys" (as hereinafter defined in Section 6.01).

The premises and property herein described and referred to above, together with all proceeds of any and all of the property in the foregoing granting clauses, shall hereinafter be called the "Trust Estate."

TO HAVE AND TO HOLD the Trust Estate together with the hereditaments and appurtenances thereunto now or hereafter belonging or in anywise appertaining unto the Trustee and its successors and assigns forever;

PROVIDED, NEVERTHELESS that these presents are upon the express condition that if the City shall pay or cause to be paid the Bonds (together with any premium and interest thereon) and all other indebtedness hereby secured and shall strictly observe and perform all the terms, provisions and conditions herein contained and the other instruments given as security for the Bonds, then this Indenture and the estate, right and interest of the Trustee in the Trust Estate shall cease and be and become void and of no effect.

THIS INDENTURE FURTHER WITNESSETH as follows:

ARTICLE I

DEFINITIONS AND OTHER PROVISIONS
OF GENERAL APPLICATION

Section 1.01 Definitions. The terms defined in this Article I shall for all purposes of this Indenture have the meanings herein specified, unless the context clearly otherwise requires:

A. "This Indenture" means this instrument as originally executed or as it may from time to time be amended or supplemented by one or more Supplemental Indentures entered into pursuant to the applicable provisions hereof.

B. All references in this instrument to designated "Articles," "Sections" and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed.

C. The words "herein," "hereof" and "hereunder" and other words of similar import, without reference to any particular Article, Section or subdivision, refer to this Indenture as a whole and not to any particular Article, Section or other subdivision unless the context clearly indicates otherwise.

D. The terms defined in this Article shall include the plural as well as the singular.

E. All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles.

F. All computations provided herein shall be made in accordance with generally accepted accounting principles.

Act: Minnesota Statutes, Sections 447.45 through 447.50, as amended;

Additional Bonds: any Bonds issued pursuant to Article V hereof;

Additional Indebtedness: all Indebtedness incurred or assumed by the Board subsequent to the issuance of the Bonds and the Series 2026C Note and payable more than one year from the date of creation thereof, including Indebtedness whenever payable if renewable pursuant to the terms thereof or a revolving loan agreement to a date more than one year after the date of creation of such Indebtedness which under generally accepted accounting principles are shown on the balance sheet as a liability;

Architect: a Person who is a registered architect in the State of Minnesota, whether or not employed by, or in any way affiliated with, the City;

Authorized Denominations: unless otherwise provided with respect to any series of Bonds, $5,000 each or in any integral multiple of $5,000 in excess thereof of a single maturity of Bonds;

Bank Direct Payment Period: means any period during which the entire outstanding principal amount of a series of Bonds is held by a single Bondholder and such Bondholder and the Hospital have notified the Trustee either in this Indenture, or in a Supplement hereto, or otherwise in writing that all amounts payable with respect to such Bondholder shall be made by the Hospital directly to such Bondholder; provided, however that any Bank Direct Payment Period may be terminated if either the Hospital or the applicable Bondholder shall notify the Trustee in writing that such Bank Direct Payment Period has terminated;

Balloon Indebtedness: Indebtedness, other than Indebtedness which matures within one year of the date of incurrence, 25% or more of the original principal of which matures or is subject to mandatory redemption, tender, or put during any consecutive 12-month period if such maturing principal amount is not required to be amortized by mandatory redemption or prepayment prior to such period;

Board: the Northfield Hospital Board organized under the Charter of the City, its successor and assigns;

Board Representative: the Chief Executive Officer or the Chief Financial Officer of the Hospital or any other person designated by the City to act in such capacity delivered to the Trustee containing the signatures of such person and signed for the City by the Mayor;

Bond Counsel: any firm of nationally recognized bond counsel experienced in tax exempt health care revenue bond financing selected by the Trustee and acceptable to the City and Original Purchaser;

Bond Fund: the Revenue Bond Debt Service Account created as a trust account pursuant to Section 6.04 hereof;

Bond Register: the register maintained by the Trustee pursuant to Section 3.06 hereof;

Bond Registrar: the Trustee;

Bondholder or Holder: the registered owner of any Outstanding Bond;

Bonds: the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, and any Additional Bonds; but, for purposes of this Indenture, excluding the Series 2026C Note which is issued as Subordinate Indebtedness;

Book Value: the value of such Hospital Assets, net of accumulated depreciation and amortization, as reflected in the most recent audited financial statements of the Hospital which have been prepared in accordance with GAAP;

Buildings: any buildings or structures now or hereafter located on the Land;

Business Day: any day other than a Saturday or Sunday or other day on which commercial banks in the city in which the principal corporate trust office of the Trustee is located are not open for business;

Cash Test Date: the last day of the Fiscal Year;

City: the City of Northfield, Minnesota, its successors and assigns;

City Certificate, City Request, City Order or City Consent: a written certificate, request, order or consent of the City, signed by the Mayor or City Clerk/Finance Director or other official of the City designated pursuant to a resolution of the City Council and delivered to the Trustee;

City Representative: the City Administrator or any other person at any time designated in writing by the City to act in such capacity and delivered to the Trustee containing the specimen signature of such person and signed for the City by the Mayor;

City Resolution: a resolution, ordinance or other enactment of the City Council certified by an appropriate officer to have been duly adopted, and delivered to the Trustee;

Code: the Internal Revenue Code of 1986, as amended;

Collateral Document: collectively, any security instruments now or hereafter given to the Trustee by the City to secure the Bonds;

Completion Date: date upon which the City determines, in a notice to the Trustee, that all Costs of the Project have been paid with respect to each series of Bonds from which such costs are to be paid;

Construction Contract: any contract of the City providing for the construction, equipping or installation of any part of the Project, including any amendment thereof made in accordance with the provisions thereof and hereof;

Construction Account: the fund created pursuant to Section 6.03 hereof;

Contractor: a Person with whom the City enters into a Construction Contract;

Contributions: the aggregate amount of all contributions, grants, gifts, bequests and devises actually received in the form of cash or marketable securities which are not restricted in any way which would prevent their application to the payment of debt service;

Construction Index: the health care component of the implicit price deflator for the gross national product as reported by the United States Department of Commerce or its successor agency or, if such index is no longer published, such other index which is certified to be comparable and appropriate by the Board Representative in an Officer's Certificate delivered to the Trustee;

Cost of the Project: any and all sums of money required to acquire, construct and install the Project, excluding Costs of Issuance but including the following:

A. the expense of preparation of the Plans and Specifications and of all other architectural, engineering, testing and supervisory services incurred and to be incurred in the planning, construction and completion of the Project;

B. the cost of acquisition and installation of all items of equipment, machinery or furnishings included in the Project;

C. the contract price of all labor, services, materials, supplies, equipment and remodeling furnished under a Construction Contract;

D. the cost of all other labor, services, materials, supplies and equipment necessary to complete the construction and installation of the Project;

E. all interest accruing on money borrowed by the City for financing of the Cost of the Project during construction, including, but not limited to, interest on that portion of the Bonds, to the extent not payable from proceeds of the Bonds credited to the Bond Fund, prior to completion of the Project;

F. without limitation by the foregoing, all other expenses which under generally accepted accounting principles constitute necessary capital expenditures for the to the Project and are authorized by law to be paid from the proceeds of the Bonds or the Series 2026C Note; and

G. all advances, payments and expenditures made or to be made by the City, the Trustee and any other Person with respect to any of the foregoing expenses;

Costs of Issuance: any and all sums of money required to authorize, sell and issue the Bonds and the Series 2026C Note, including, but not limited to, all legal, abstracting, financial and accounting fees and expenses, underwriters' fees or commissions, printing and engraving costs, the initial or acceptance fee and expenses of the Trustee, all fees and taxes required in connection with recording or filing this Indenture and all financing statements and all other expenses incurred in connection with the preparation of this Indenture, and any other documents;

Counsel: an attorney duly admitted to practice law before the highest court of any state, whether or not employed by or attorney for the City or an Original Purchaser;

Current Expenses: the reasonable and necessary costs of operating, maintaining and insuring the Hospital, salaries, wages, costs of materials and supplies, necessary legal, engineering and auditing services, and all other items, which, by sound accounting practices, constitute normal, reasonable and current costs of operation and maintenance, but excluding any allowance for depreciation;

Current Value: means, the fair market value of such Hospital Assets as evidenced by a written report delivered to the Trustee within 24 months prior to the date such computation of Current Value is made, which report is dated not more than 24 months prior to the date of submission to the Trustee, by an appraiser who is a Member of the Appraisal Institute (MAI), increased or decreased by a percentage equal to the percentage increase or decrease in the

Construction Index from the date of such report to the date on which the Construction Index has last been reported prior to the date as of which Current Value is to be calculated;

Days Cash on Hand: as of any date of calculation (1) Liquid Assets divided by (2) Operating Expenses (with excluded interest added back) of the Hospital for the most recent Fiscal Year divided by 365;

Event of Default: any of the events referred to as such in Section 9.01 hereof;

Fiscal Year: the calendar year or any other twelve month period specified by the Board as the fiscal year of the Hospital;

Fund Balances: the fund balances of any Person, if such Person is a non-profit corporation, the shareholders' equity of any Person, if such Person is a for-profit corporation, or the net worth of any other Person, if such Person is not a corporation, as shall be determined in accordance with generally accepted accounting principles;

GASB: the Governmental Accounting Standards Board;

General Obligation Bonds: any general obligation bonds of the City made payable from the Net Revenues and secured by a pledge of the full faith and credit of the City;

Government Obligations: direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America, or securities or receipts evidencing ownership interests in any of the foregoing obligations or in specified portions (such as principal or interest) of any of the foregoing obligations;

Ground Lease: the Ground Lease between the Ground Lessor and the City dated as of November 17, 1999, as amended from time to time;

Ground Lessor: St. Olaf College, a Minnesota nonprofit corporation;

Hospital or Hospital Facilities: all buildings, structures, improvements, equipment, facilities and land under the jurisdiction of the Board, collectively designated as the Northfield Hospital under the Charter of the City;

Hospital Assets: the Hospital and any other properties constituting capital assets subject to the jurisdiction of the Board;

Income Available for Debt Service: Revenues minus Operating Expenses;

Indebtedness: the Bonds, the Series 2026C Note, any General Obligation Bonds, any Additional Bonds or Additional Indebtedness and all other obligations appearing as liabilities on the balance sheet of the Hospital for the payment of moneys incurred or assumed by the Board, all as determined in accordance with generally accepted accounting principles, except that Indebtedness shall not include:

(a) Indebtedness incurred in the ordinary course of business for other than borrowed money (including without limitation accounts payable, accrued expenses, social security, unemployment insurance liabilities, and leases required to be recorded as liabilities under GASB 87 or GASB 96);

(b) any continuing obligation to pay principal of and interest on Indebtedness for which there has been established an escrow or similar fund or account, satisfactory to the Holder of such Indebtedness (or a trustee or agent acting on behalf of such Holder), for the payment in full of such Indebtedness when due and for which such Holder (or such trustee or agent) has exclusive recourse; and

(c) any crossover refunding Indebtedness prior to the earliest crossover date provided that (i) no principal is scheduled to become due on such Indebtedness on or before said crossover date; and (ii) sufficient funds are deposited in escrow to pay interest to become due on such Indebtedness on or before said crossover date;

Indenture: this Fifth Amended and Restated Indenture of Trust, dated as of September 1, 2026, between the City and the Trustee, including any supplement hereto or amendment hereof entered into in accordance with the provisions hereof;

Independent Accountant: a certified public accountant or firm of certified public accountants registered and qualified to practice as such under the laws of the State of Minnesota and not regularly employed by the Board or otherwise by the City except to perform independent audits of the books and records or to make other similar periodic reviews;

Independent Counsel: any attorney duly admitted to practice law before the highest court of any state, who may be counsel to the Board or otherwise to the City; and any opinion of Independent Counsel shall be a written opinion signed by such Counsel;

Independent Insurance Consultant: any person experienced in matters relating to the insurance of hospital facilities who, in the judgment of the Board, has a favorable reputation for skill and experience in such work and who is not an employee or officer of the Board or otherwise of the City and is selected and appointed by the Board;

Independent Management Consultant: any person qualified to study operations of hospitals who, in the judgment of the Board has a favorable national reputation for skill and experience in such work and who is not an employee or officer of the Board or otherwise of the City and is selected and appointed by the Board;

Interest Payment Date: a date on which interest is due on any Bonds, as set forth in the applicable Bond;

Land: the real estate described in **Exhibit A** hereto;

Liquid Assets: cash and cash equivalents and investments of the Hospital that are unrestricted as of such date, including without limitation any Board-designated liquid assets;

Mandatory Redemption Schedule: the mandatory redemption schedule for any Bonds issued as term bonds, as set forth herein or in any supplement to this Indenture;

Maximum Annual Principal and Interest Requirements: as of any date of calculation the highest Principal and Interest Requirements in any Fiscal Year, provided that if any such Indebtedness is Balloon Indebtedness, such Indebtedness shall be treated for purposes of this calculation as if the principal amount of such Indebtedness were amortized from the date of issuance of the Balloon Indebtedness over the stated amortization period, if any, of such Indebtedness or 30 years, if no amortization period is stated, and bears interest on the unpaid principal balance at the Projected Rate and is payable on a level annual debt service basis over such period. In addition, if interest on any Indebtedness is payable pursuant to a variable interest rate formula or is otherwise incapable of determination, such Indebtedness shall be assumed to bear interest at a fixed rate equal to the average of the interest rate on such Indebtedness during the 12 months preceding the calculation or during such time the Indebtedness has been outstanding if less than 12 months, and if such Indebtedness is not at the time of calculation outstanding, it shall be deemed to have borne interest at a fixed rate equal to the average interest rate such Indebtedness would have borne according to the applicable rate formula had it been outstanding for the preceding 12-month period. There shall be excluded from any calculation with respect to Maximum Annual Debt Service the amount of interest payable during any period from the proceeds of such Indebtedness deposited with a trustee for such purpose.

Net Proceeds: with respect to any insurance payment or Condemnation award, the gross proceeds remaining therefrom after payment to the City of all costs reasonably incurred by it in connection with any condemnation proceedings or the collection of insurance, including, but not limited to attorney's fees and expert witness fees;

Net Revenues: all Revenues minus Current Expenses;

Officer's Certificate: with reference to the City, a certificate in writing signed by the Mayor and City Administrator, and with reference to the Hospital, a certificate in writing signed by the chief executive officer or chief financial officer of the Hospital;

Operating Expenses: the costs of administering, operating and maintaining the Hospital as calculated pursuant to the line item "Total Operating Expenses" in the Hospital's audited financial statements, but excluding (i) non-recurring or extraordinary losses, including but not limited to, any losses on the sale, exchange or other disposition of property not in the ordinary course of business, (ii) depreciation, (iii) unrealized losses arising from the periodic valuation of investments, (iv) amortization, and (v) interest, all determined in accordance with generally accepted accounting principles; provided that for purposes of satisfying coverage requirements hereunder "Operating Expenses" shall not take into account any other extraordinary or non-recurring expenses not otherwise deducted hereunder and shall not take into account any recurring non-cash GASB pension related income or expenses;

Original Indenture: that certain Mortgage and Security Agreement and Indenture of Trust, dated as of November 1, 2001, between the City, and the Trustee, as previously amended;

Original Purchaser(s): as applicable, the original purchaser of each series of Bonds from the City;

Outstanding: when used with reference to Bonds means, as of the date of determination, all Bonds authenticated and delivered under the Indenture, except

(A) Bonds theretofore cancelled by the Trustee or delivered to the Trustee cancelled or for cancellation;

(B) Bonds deemed paid in accordance with the provisions of Article VIII of this Indenture;

(C) Bonds in lieu of which other Bonds shall have been authenticated and delivered pursuant to this Indenture;

provided, however, that in determining whether the Holders of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver under this Indenture, unless the City owns all Outstanding Bonds, Bonds owned by the City shall be disregarded and deemed not to be Outstanding, except that in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be disregarded;

Parity Debt: the Bonds, any Additional Bonds and any Additional Indebtedness secured by a pledge of Net Revenues on a parity of lien with the lien on Net Revenues as provided in Article V of this Indenture;

Permitted Encumbrances: as of any particular time, (i) liens for special assessments not then delinquent, (ii) liens or security interests arising under a capital lease, installment purchase contract or any other purchase money security interest in tangible personal property and in any proceeds thereof, (iii) liens or security interests arising under an installment purchase contract which constitutes Subordinate Indebtedness or any other purchase money mortgage or security interest in real property, and in any proceeds thereof, to secure Subordinate Indebtedness, (iv) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that will not interfere with or impair the use of or operations being conducted in the Hospital, (v) such minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title as normally exist with respect to properties similar in character to the Hospital and as do not in the aggregate, in the opinion of Independent Counsel, materially impair the use of or operations being conducted in the Hospital, and (vi) encumbrances listed on **Exhibit A**;

Person: any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, government, or any agency or political subdivision thereof;

Plans and Specifications: the plans and specifications for the construction work for the Project, to be prepared by the Architect and approved by the City, as the same may be modified from time to time;

Principal and Interest Requirements: for any Fiscal Year, the amount required to pay principal and interest scheduled to become due on any Indebtedness;

Project: the acquisition and betterment, construction, installment and equipping of hospitals, convalescent homes, nursing homes, and related medical facilities including medical clinics on the Land or otherwise owned and operated by the City and improvements, additions, extensions, renewals or replacements thereto;

Project Equipment: all items of equipment, furniture and other personal property and all substitutions and replacements therefor;

Projected Rate: the projected yield at par of a hypothetical obligation of the City payable from Net Revenues in the same principal amount as the Indebtedness with respect to which debt service is being estimated, payable on an approximately level annual debt service basis over the applicable time period specified in this Indenture, such yield to be determined by a financial advisory firm or investment banking firm selected by the Board;

Property Insurance and Award Fund: the trust fund created in Section 6.08 hereof;

Qualified Investments: the investments specified as such in Section 6.09 hereof;

Real Property: all land and buildings which constitute part of the Hospital Assets;

Rebate Fund: the trust fund created pursuant to Section 6.07 hereof;

Redemption Date: when used with respect to any Bond to be redeemed, the date on which it is to be redeemed pursuant hereto;

Redemption Price: when used with respect to any Bond to be redeemed, shall mean the price at which it is to be redeemed pursuant hereto;

Responsible Officer: when used with respect to the Trustee, shall mean the President, any Vice President or Assistant Vice President, any Trust Officer or Assistant Trust Officer or any other officer of the Trustee customarily performing functions similar to those performed by the above designated officers, and authorized to undertake the action required or permitted herein;

Revenues: for any period the sum of all operating and non-operating revenues of the Hospital, including Contributions and gross patient service revenues less contractual allowances and provisions for free care and discounted care if such amounts are initially includible as operating revenues, all as determined in accordance with generally accepted accounting principles; provided that for purposes of satisfying coverage requirements hereunder, "Revenues" shall not take into account any extraordinary or non-recurring items and any unrealized gains arising from periodic valuation of investments;

Series 2016B Bond: the Hospital Revenue Bond, Series 2016B, in the original principal amount of $2,625,000, issued pursuant to the provisions of this Indenture in substantially the form set forth in **Exhibit B**;

Series 2016B Original Purchaser: the original purchaser of the Series 2016B Bond is Merchants Bank (as successor to The First National Bank of Northfield), Northfield, Minnesota, its successors and registered assigns;

Series 2024B Bond: the Hospital Revenue Bond, Series 2024B, in the original principal amount of $11,190,000, issued pursuant to the provisions of this Indenture in substantially the form set forth in **Exhibit C**;

Series 2024B Continuing Covenant Agreement: that certain Continuing Covenant Agreement dated as of December 1, 2024, between the City and the Series 2024B Original Purchaser, as amended, restated, supplemented or otherwise modified, and relating to the Series 2024B Bond;

Series 2024B Original Purchaser: the original purchaser of the Series 2024B Bond is Wintrust Bank, N.A. Chicago, Illinois, its successors and registered assigns;

Series 2025C Bond: the Hospital Revenue Bond, Series 2025C, in the original principal amount of $3,805,000, issued pursuant to the provisions of this Indenture in substantially in the form set forth in **Exhibit D**;

Series 2025C Continuing Covenant Agreement: that certain Continuing Covenant Agreement dated as of October 1, 2025, between the City and the Series 2025C Original Purchaser, as amended, restated, supplemented or otherwise modified, and relating to the Series 2025C Bond;

Series 2025C Original Purchaser: the original purchaser of the Series 2025C Bond is Wintrust Bank, N.A., Chicago, Illinois, with its successors and registered assigns;

Series 2026C Mortgage: that certain [Mortgage, Security Agreement and Fixture Financing Statement] from the City to the Series 2026C Original Purchaser to secure the Series 2026C Note;

Series 2026C Note: the Taxable Subordinate Hospital Revenue Note, Series 2026C, in the original principal amount of $3,560,724, issued pursuant to the provisions of this Indenture in substantially in the form set forth in **Exhibit E**;

Series 2026C Original Purchaser: the original purchaser of the Series 2026C Note is Allina Health System, a Minnesota nonprofit corporation, with its successors and registered assigns;

Stated Maturity: when used with respect to any Bond or installment of interest thereon, shall mean the date specified in such Bond as the fixed date on which principal of such Bond or such installment of interest is due and payable;

Trust Estate: the property and funds described in the granting clauses of this Indenture, including the Trust Funds (other than the Rebate Fund);

Trust Funds: the trust accounts created in this Indenture, designated the Construction Account, the Bond Fund, the Property Insurance and Award Fund and the Rebate Fund;

Trustee: Computershare Trust Company, N.A. in St. Paul, Minnesota or any successor trustee appointed, qualified and acting as such under the provisions of this Indenture;

Section 1.02 Compliance Certificates and Opinions. Upon any application or request by the City to the Trustee to take any action under any provision of this Indenture, the City shall furnish to the Trustee an Official's Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such Counsel all such conditions precedent, if any, have been complied with, except that in the case of any such application or request as to which the furnishing of a City's Certificate and an Opinion of Counsel is specifically required by any provision of this Indenture relating to such particular application or request, no additional certificate or opinion need be furnished.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

(1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;

(2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;

(3) a statement that, in the opinion of each such individual, he has made such examination or investigation as is necessary to enable him to express an informed opinion as to whether or not such covenant or condition has been complied with;

(4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

Section 1.03 Form of Documents Delivered to Trustee. In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an official of the City may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such official or officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an official or officials of the City stating that the

information with respect to such factual matters is in the possession of the City, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

An "application" for the authentication and delivery of Bonds, or the release of property, or the withdrawal of cash, under any provision of this Indenture, shall consist of, and shall not be deemed complete until the Trustee shall have been furnished with, all such documents, cash, Bonds, securities and other instruments as are required by such provision to establish the right of the City to the transaction applied for, and the date of such application shall be deemed to be the date upon which such application shall be so completed.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the City shall deliver any document as a condition of the granting of such application, or as evidence of the City's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the City to have such application granted or to the sufficiency of such certificate or report.

Section 1.04 Acts of Bondholders.

A. Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Bondholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Bondholders in person or by agent duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the City. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Bondholders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 3.10 hereof) conclusive in favor of the Trustee and the City if made in the manner provided in this Section 1.04.

B. The fact and date of the execution by any person of any such 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 authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof. Where such execution is by an officer of a corporation or a member of a partnership, on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority. The fact and date of the execution of any such instrument or writing, or the authority of the persons executing the same, may also be proved in any other manner which the Trustee deems sufficient.

C. The ownership of Bonds shall be proved by the Bond Register.

D. Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Bond shall bind every future Holder of the same Bond and the Holder of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee, the City in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1.05 Notices, etc. to Trustee and City. Any request, demand, authorization, direction, notice, consent, waiver or Act of Bondholders or other document provided or permitted by this Indenture shall be sufficient for any purpose under this Indenture and shall be deemed given when mailed certified mail, return receipt requested, postage prepaid (except as otherwise provided in this Indenture) or via email, at the following addresses (or such other address as may be provided by any party by notice or in a supplement to this Indenture with respect to any Original Purchaser of any Additional Bonds):

To the City:	City of Northfield City Hall 801 Washington Street Northfield, MN 55057-2598 Attn: City Administrator Email: Ben.Martig@northfieldmn.gov
With a copy to:	Northfield City Hospital 2000 North Avenue Northfield, MN 55057 Attn: VP/Chief Financial Officer Email: guthe@northfieldhospital.org
To the Trustee:	Computershare Trust Company, N.A. CTO Mail Operations 1505 Energy Park Drive St. Paul, MN 55108 Attn: Corporate Trust Services Email: Erin.Tkachenko@computershare.com
To the Series 2016B Original Purchaser:	Merchants Bank 329 Division Street Northfield, MN 5557 Attn: Kirk Muhlenbruck, Market President Email: klmuhlenbruck@merchantsbank.com
To the Series 2024B Original Purchaser:	Wintrust Bank, N.A. 231 South LaSalle Street, 2nd Floor Chicago, IL 60604 Attn: Jeffrey Gardner Email: JGardner@wintrust.com

To the Series 2025C Original Purchaser:	Wintrust Bank, N.A. 231 South LaSalle Street, 2nd Floor Chicago, IL 60604 Attn: Jeffrey Gardner Email: JGardner@wintrust.com
To the Series 2026C Original Purchaser:	Allina Health System _____ _____ Attn:_____ Email: _____

Section 1.06 Notices to Bondholders; Waiver. Where this Indenture provides for notice to Bondholders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to each Holder of such Bonds at its address as it appears on the Bond Register, or via email (provided that, if such email is not sent during the normal business hours of the recipient, such email shall be deemed to have been sent at the opening of business on the next Business Day for the recipient), not later than the latest date, and not earlier than the earliest date, prescribed for the mailing of such notice. Waivers of notice by Bondholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Section 1.07 Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 1.08 Successors and Assigns. All covenants and agreements in this Indenture by the City shall bind their successors, whether so expressed or not.

Section 1.09 Separability Clause. In case any provision in this Indenture or in the Bonds or the Series 2026C Note shall 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 1.10 Execution and Counterparts. This Indenture may be executed in any number of counterparts. All such counterparts shall be deemed to be originals and shall together constitute one and the same instrument.

Section 1.11 Construction. This Indenture shall be construed in accordance with the laws of the State of Minnesota.

Section 1.12 Benefit of Indenture. Nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors

hereunder, any separate trustee or co-trustee appointed under Section 10.12 hereof, the City, and the Holders of Bonds, any benefit or other legal or equitable right, remedy or claim under this Indenture.

Section 1.13 Limitation of Liability. Nothing in this Indenture or in the Bonds or the Series 2026C Note, express or implied, shall impose upon, or give rise to, a pecuniary liability of the City or a charge upon its general credit or taxing powers. In entering into this Indenture, the City has not obligated itself, except with respect to the application of the Net Revenues of the Hospital, the Net Proceeds of insurance or condemnation awards, and the proceeds from the issuance and sale of the Bonds. It is specifically recognized that the obligations of the City under this Indenture, to the extent involving any monetary cost, are to be performed only out of the above described revenues or from the disposition of the property subject to the lien of this Indenture upon default by the City under this Indenture or the Ground Lease.

ARTICLE II

BOND FORMS

Section 2.01 Forms Generally. The Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond and the Series 2026C Note and the Trustee's certificates of authentication shall be in substantially the forms set forth in **Exhibit B**, **Exhibit C**, **Exhibit D** and **Exhibit E** hereto, respectively, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the Act or any other applicable state or federal law, or as may, consistently herewith, be determined by the officials of the City executing such Bonds or the Series 2026C Note, as evidenced by their execution of the Bonds and the Series 2026C Note. Any part of the text of any Bonds may be set forth on the reverse side thereof with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Series 2026C Note shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods on steel engraved or lithographed borders or may be produced in any other manner permitted by the rules of any securities exchange, all as determined by the officials of the City executing such Bonds, as evidenced by their execution of such Bonds and the Series 2026C Note.

Section 2.02 Book Entry Only System. This Section 2.02 does not apply to the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond or the Series 2026C Note. Additional Bonds may be issued in book entry form as provided in a supplement to this Indenture with respect to any such Additional Bonds.

Section 2.03 Termination of Book-Entry Only System. Discontinuance of a particular securities depository's services and termination of the book-entry only system may be effected with respect to any Additional Bonds originally issued in book entry form as provided in a supplement to this Indenture with respect to any such Additional Bonds.

Section 2.04 Letter of Representations. The provisions in the Letter of Representations to the depository required by the depository as a condition to its acting as book-entry depository for Additional Bonds (said Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the depository's role as book-entry depository for the Additional Bonds, collectively hereinafter referred to as the "Letter of Representations") are incorporated herein by reference and made a part of this Indenture with respect to any Additional Bonds issued in book entry form, and if and to the extent any such provisions are inconsistent with the other provisions of this Indenture, the provisions in the Letter of Representations shall control with respect to any Additional Bonds originally issued in book entry form. This Section 2.04 does not apply to the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond or the Series 2026C Note.

ARTICLE III

THE BONDS

Section 3.01 General Title. The general title of the Bonds of all series shall be "Hospital Revenue Bonds".

Section 3.02 General Limitations. The aggregate principal amount of Bonds that may be authenticated and delivered and Outstanding under this Indenture is not limited, except as provided in Articles IV and V hereof and except as may be limited by law.

The Bonds may be issued in series as from time to time authorized by the City Council.

The Bonds and the Series 2026C Note are special limited revenue obligations of the City. Principal of, premium, if any, purchase price, if any, and interest on the Bonds and, on a subordinate basis, the Series 2026C Note, are payable solely out of the Net Revenues of the Hospital (other than to the extent payable out of proceeds of the Bonds, insurance proceeds or condemnation awards, or amounts derived pursuant to any Collateral Document or from the sale or other disposition of the property subject to the lien of this Indenture and any Collateral Document, or, with respect to the Series 2026C Note, the Series 2026C Mortgage). The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or the Series 2026C Note or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither the Bonds, nor the Series 2026C Note nor any of the agreements or obligations of the City contained herein shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota or the City within the meaning of any constitutional or statutory provisions whatsoever.

With respect to the Bonds of any particular series, the City may incorporate in or add to the general title of such Bonds any words, letters or figures designed to distinguish that series.

If the Stated Maturity for the payment of any interest on or principal of any Bond or if any Redemption Date shall not be a Business Day, then such payment may be made on the next succeeding Business Day, with the same force and effect as if made on the Stated Maturity or Redemption Date, and without additional interest accruing thereon for the period after such Stated Maturity or Redemption Date (whether or not such next succeeding Business Day occurs in a succeeding month).

Section 3.03 Terms of Particular Series. Each series of Bonds, except the Series 2016B Bond (which was created under the 1st A&R Indenture and is subsumed hereunder via Article IV hereof), the Series 2024B Bond (which was created under the 3rd A&R Indenture and is subsumed hereunder via Article IV hereof), the Series 2025C Bond (which was created under the 4th A&R Indenture and is subsumed hereunder via Article IV hereof) and the Series 2026C Note (which is created by Article IV hereof), shall be created by a Supplemental Indenture authorized by a City Resolution. The Bonds of each series (other than the Series 2016B Bond, the

Series 2024B Bond, the Series 2025C Bond and the Series 2026C Note, as to which specific provision is made in this instrument) shall bear such date or dates, shall be payable at such place or places, shall have such Stated Maturities and Redemption Dates, shall bear interest at such rate or rates, from such date or dates, payable in such installments and on such dates and at such place or places, and may be redeemable at such price or prices and upon such terms (in addition to the prices and terms herein specified for redemption of all Bonds) as such shall be provided for in the Supplemental Indenture creating that series. The City may, at the time of the creation of any series of Bonds or at any time thereafter, make, and the Bonds of that series may contain, provision for:

A. a sinking, amortization, improvement or other analogous fund;

B. limiting the aggregate principal amount of the Bonds of that series; and/or

C. exchanging Bonds of that series, at the option of the Holders thereof, for other Bonds of the same series of the same aggregate principal amount of a different authorized kind and/or authorized denomination or denominations; all upon such terms as the City Council may determine. All Bonds of the same series shall be substantially identical except as to denomination interest rates, Stated Maturities and redemption provisions.

Section 3.04 Form and Denominations. The form of the Bonds of each series (other than the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, and the Series 2026C Note, as to which specific provisions are made in this instrument) shall be established by the provisions of the Supplemental Indenture creating such series. The Bonds of each series shall be distinguished from the Bonds of other series in such manner as the City Council may determine.

The Bonds of any series may be issuable only as fully registered Bonds.

The Bonds of each series shall be issuable in such denominations as shall be provided in the provisions of the Supplemental Indenture creating such series (other than the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, and the Series 2026C Note, as to which specific provisions are made in this instrument). In the absence of any such provision with respect to the Bonds of any particular series, the Bonds of such series shall be in Authorized Denominations.

Section 3.05 Execution, Authentication and Delivery. Each Bond and other instruments of Indebtedness shall be executed on behalf of the City by the officials of the City specified in a City Resolution. The signature of any of these officials may be manual or facsimile, if permitted by applicable law.

Bonds or other instruments of Indebtedness bearing the manual or facsimile signatures of individuals who were at the time of execution thereof the proper officials of the City shall bind the City, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Bonds or did not hold such offices at the date of such Bonds.

At any time and from time to time after the execution and delivery of this Indenture, the City may deliver Bonds or other instruments of Indebtedness executed by the proper officials

of the City to the Trustee for authentication; and the Trustee shall authenticate and deliver such Bonds or other instruments of Indebtedness as in this Indenture provided and not otherwise.

No Bond shall be secured by, or entitled to any lien, right or benefit under, this Indenture or be valid or obligatory for any purpose, unless there appears on such Bond a certificate of authentication substantially in the form provided for herein executed by a Responsible Officer of the Trustee by manual signature, and such certificate upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly authenticated and delivered hereunder.

Section 3.06 Registration, Transfer and Exchange. The City shall cause to be kept at the designated corporate trust office of the Trustee, initially its corporate trust office located in St. Paul, Minnesota, a Bond Register in which, subject to such reasonable regulations as it may prescribe, the City shall provide for the registration of Bonds of all series and of transfers of Bonds of all series entitled to be registered or transferred as herein or in a Supplemental Indenture provided. The Trustee is hereby appointed "Bond Registrar" for the purpose of registering Bonds and transfers of Bonds as herein provided.

Upon surrender for transfer of any Bond at the office of the Bond Registrar, the City shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same series, of any authorized denomination or denominations, of like aggregate principal amount and having the same Stated Maturity and interest rate.

All Bonds surrendered upon any exchange or transfer provided for in this Indenture shall be promptly canceled by the Trustee and thereafter disposed in a manner deemed appropriate by the Trustee.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the City evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

Every Bond presented or surrendered for transfer, exchange or discharge from registration shall (unless the requirement is waived by the City and the Trustee) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

No service charge shall be made for any registration, discharge from registration, transfer or exchange herein provided for, but the City may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of the Bonds or the Series 2026C Note. Notwithstanding any provision in the Series 2026C Note, the Mortgage or the applicable City Resolution to the contrary, the Series 2026C

Note and the Series 2026C Mortgage may be assigned only with the prior written consent of the City and the Board.

The City shall not be required (i) to issue, transfer or exchange any Bond for a period beginning on the 15th day of the month immediately preceding any Interest Payment Date relating to that Bond and continuing until said Interest Payment Date, or (ii) to issue, transfer or exchange any Bond of any series during a period beginning at the opening of business 15 days before any selection under Section 14.03 hereof of Bonds of that series and maturity for redemption and ending at the close of business on the day of the first mailing of the relevant notice of redemption, or (iii) to transfer or exchange any Bonds selected for redemption in whole or in part.

Section 3.07 Mutilated, Destroyed, Lost and Stolen Bonds. If (i) any mutilated Bond is surrendered to the Trustee, or the City and the Trustee receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is evidenced to the City and the Trustee such security or indemnity as may be required by them to save each of them harmless, then, in the absence of notice to the City or the Trustee that such Bond has been acquired by a bona fide purchaser, the City shall execute and upon its request the Trustee shall authenticate and deliver, in exchange for or in lieu of such mutilated, destroyed, lost or stolen Bond, a new Bond of the same series and of like tenor, principal amount, Stated Maturity and interest rate.

In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the City in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond under this Section 3.07, the City may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee) connected therewith.

Every new Bond issued pursuant to this Section 3.07 in lieu of any destroyed, lost or stolen Bond shall constitute an original additional contractual obligation of the City, whether or not the destroyed, lost or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Bonds hereby secured.

The provisions of this Section 3.07 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds.

Section 3.08 Dating of Bonds. Each Bond delivered under this Indenture shall be dated by the Trustee as of the date of its authentication or its nominal date of issue.

Section 3.09 Persons Deemed Owners. The City, the Trustee and any other agent of the City may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of (and premium, if any), and interest on, such Bond and for all other purposes whatsoever whether or not such Bond be overdue, and neither the City, the Trustee nor any other agent of the City shall be affected by notice to the contrary.

Section 3.10 Cancellation. All Bonds surrendered for payment, redemption, transfer or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any Person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The City may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds shall be destroyed in a manner deemed appropriate by the Trustee.

Section 3.11 Paying Agent. The Trustee shall be the paying agent for all series of Bonds issued pursuant to this Indenture, except for the Series 2026C Note and any series of Bonds that is in a Bank Direct Payment Period.

ARTICLE IV

THE SERIES 2016B BOND, THE SERIES 2024B BOND, THE SERIES 2025C BOND, AND THE SERIES 2026C NOTE

Section 4.01 Specific Title and Terms. There is hereby created and there shall be three initial series of Bonds entitled "City of Northfield, Minnesota, Hospital Revenue Bond, Series 2016B", "City of Northfield, Minnesota, Hospital Revenue Bond, Series 2024B," "City of Northfield, Minnesota, Hospital Revenue Refunding Bond, Series 2025C," and the "City of Northfield, Minnesota, Taxable Subordinate Hospital Revenue Note, Series 2026C."

A. THE SERIES 2016B BOND

The aggregate principal amount of the Series 2016B Bond that may be authenticated and delivered and Outstanding under this Indenture is limited to and shall not exceed $2,625,000.

The Series 2016B Bond may be issued only as a typewritten fully registered Bond in the denomination of its entire principal amount and shall mature on August 1, 2031. The Series 2016B Bond shall bear interest at the rate and on the dates set forth in the form thereof attached hereto as **Exhibit B**.

Interest on the Series 2016B Bond shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2016B Bond shall bear a date of its original issuance.

Unless the Series 2016B Bond is in a Bank Direct Bank Payment Period, the principal of and premium, if any, and interest on the Series 2016B Bond shall be payable by check or draft drawn upon the Trustee and mailed on the applicable Interest Payment Date to the Bondholder of record in the Bond Register as of the close of business on the 15th day (whether or not a business day) of the calendar month immediately preceding each applicable Interest Payment Date for the Series 2016B Bond at the address of such Holder as it appears on the Bond Register without presentment; provided that, upon written request to the Trustee not later than the 15th day of the calendar month preceding the applicable Interest Payment Date by any Holder of the Series 2016B Bond, interest will be paid by wire transfer to an account of such Holder within the United States specified in such written request.

B. THE SERIES 2024B BOND

The aggregate principal amount of the Series 2024B Bond that may be authenticated and delivered and Outstanding under this Indenture is limited to and shall not exceed $11,190,000.

The Series 2024B Bond may be issued only as a typewritten fully registered Bond in the denomination of its entire principal amount and shall mature on December 3, 2029. The Series 2024B Bond shall bear interest at the rate and on the dates set forth in the form thereof attached hereto as **Exhibit C**.

Interest on the Series 2024B Bond shall be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024B Bond shall bear a date of its original issuance.

The Series 2024B Original Purchaser, the City, the Hospital and the Trustee agree that the Series 2024B Bond is in a Bank Direct Payment Period and the principal of and premium, if any, and interest on the Series 2024B Bond and all other amounts payable to the Series 2024B Original Purchaser with respect to the Series 2024B Bond shall be made by the Hospital (or by the City on behalf of the Hospital, as applicable) directly to the Series 2024B Original Purchaser (without any presentment thereof, except upon the payment of the final installment of principal), in such manner or at such address in the United States as may be designated by the Series 2024B Original Purchaser.

During such Bank Direct Payment Period with respect to the Series 2024B Bond, (i) the Series 2024B Original Purchaser shall notify the Trustee in writing of any failure of the Hospital or the City to make any payment of the principal of or interest on the Series 2024B Bond when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing, and (ii) if the Series 2024B Bond is sold or transferred, the Series 2024B Original Purchaser shall notify the Trustee, the City and the Hospital in writing of the name and address of the transferee, the effective date of the transfer, the outstanding principal amount of the Series 2024B Bond as of the transfer date, the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof, and it will surrender the Series 2024B Bond for registration, transfer and exchange in accordance with Section 3.06 hereof. Furthermore, to the extent that the Hospital or the City has made the required payments to the Series 2024B Original Purchaser during any Bank Direct Payment Period, the Trustee shall have no obligation to make payments of the principal of or interest on the Series 2024B Bond or to take any other action in respect thereof, except at the express written direction of the Series 2024B Original Purchaser, the City or the Hospital.

If the Series 2024B Bond is no longer in a Bank Direct Bank Payment Period, the principal of and premium, if any, and interest on the Series 2024B Bond shall be payable by check or draft drawn upon the Trustee and mailed on the applicable Interest Payment Date to the Bondholder of record in the Bond Register as of the close of business on the 15th day (whether or not a business day) of the calendar month immediately preceding each applicable Interest Payment Date for the Series 2024B Bond at the address of such Holder as it appears on the Bond Register without presentment; provided that, upon written request to the Trustee not later than the 15th day of the calendar month preceding the applicable Interest Payment Date by any Holder of the Series 2024B Bond, interest will be paid by wire transfer to an account of such Holder within the United States specified in such written request.

C. THE SERIES 2025C BOND

The aggregate principal amount of the Series 2025C Bond that may be authenticated and delivered and Outstanding under this Indenture is limited to and shall not exceed $3,805,000.

The Series 2025C Bond may be issued only as a typewritten fully registered Bond in the denomination of its entire principal amount and shall mature on September 1, 2032. The Series 2025C Bond shall bear interest at the rate and on the dates set forth in the form thereof attached hereto as **Exhibit D**.

Interest on the Series 2025C Bond shall be computed on the basis of the actual number of days elapsed and a 360-day year.

The Series 2025C Bond shall bear a date of its original issuance.

The Series 2025C Original Purchaser, the City, the Hospital and the Trustee agree that the Series 2025C Bond is in a Bank Direct Payment Period and the principal of and premium, if any, and interest on the Series 2025C Bond and all other amounts payable to the Series 2025C Original Purchaser with respect to the Series 2025C Bond shall be made by the Hospital (or by the City on behalf of the Hospital, as applicable) directly to the Series 2025C Original Purchaser (without any presentment thereof, except upon the payment of the final installment of principal), in such manner or at such address in the United States as may be designated by the Series 2025C Original Purchaser.

During such Bank Direct Payment Period with respect to the Series 2025C Bond, (i) the Series 2025C Original Purchaser shall notify the Trustee in writing of any failure of the Hospital or the City to make any payment of the principal of or interest on the Series 2025C Bond when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing, and (ii) subject to Section 3.06\\\\\if the Series 2025C Bond is sold or transferred, the Series 2025C Original Purchaser shall notify the Trustee, the City and the Hospital in writing of the name and address of the transferee, the effective date of the transfer, the outstanding principal amount of the Series 2025C Bond as of the transfer date, the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof, and it will surrender the Series 2025C Bond for registration, transfer and exchange in accordance with Section 3.06 hereof. Furthermore, to the extent that the Hospital or the City has made the required payments to the Series 2025C Original Purchaser during any Bank Direct Payment Period, the Trustee shall have no obligation to make payments of the principal of or interest on the Series 2025C Bond or to take any other action in respect thereof, except at the express written direction of the Series 2025C Original Purchaser, the City or the Hospital.

If the Series 2025C Bond is no longer in a Bank Direct Bank Payment Period, the principal of and premium, if any, and interest on the Series 2025C Bond shall be payable by check or draft drawn upon the Trustee and mailed on the applicable Interest Payment Date to the Bondholder of record in the Bond Register as of the close of business on the 15th day (whether or not a business day) of the calendar month immediately preceding each applicable Interest Payment Date for the Series 2025C Bond at the address of such Holder as it appears on the Bond Register; provided that, upon written request to the Trustee not later than the 15th day of the calendar month preceding the applicable Interest Payment Date by any Holder of the Series 2025C Bond in the amount of $1,000,000 or more, interest will be paid by wire transfer to an account of such Holder within the United States specified in such written request.

D. THE SERIES 2026C NOTE

The aggregate principal amount of the Series 2026C Note that may be authenticated and delivered and outstanding under this Indenture is limited to and shall not exceed $3,560,724.

The Series 2026C Note may be issued only as a typewritten fully registered Bond in the denomination of its entire principal amount and shall be payable in 5 installments in the amounts and on the dates set forth in Exhibit A thereto, commencing on September 1, 2027 and on each September 1 thereafter through and including September 1, 2031. The Series 2026C Note shall bear interest at the rate and on the dates set forth in the form thereof attached hereto as **Exhibit E**.

Interest on the Series 2026C Bond shall be computed on the basis of a 360-day year of 12 30-day months.

The Series 2026C Note shall bear a date of its original issuance.

The Series 2026C Original Purchaser, the City, the Hospital and the Trustee agree that the principal of and accrued interest on the Series 2026C Note and all other amounts payable to the Series 2026C Original Purchaser with respect to the Series 2026C Note shall be made by the Hospital (or by the City on behalf of the Hospital, as applicable) directly to the Series 2026C Original Purchaser (without any presentment thereof, except upon the payment of the final installment of principal), in such manner or at such address in the United States as may be designated by the Series 2026C Original Purchaser.

While the Series 2026C Note is outstanding, (i) the Series 2026C Original Purchaser shall notify the Trustee in writing of any failure of the Hospital or the City to make any payment of the principal of or interest on the Series 2026C Note when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing, and (ii) subject to prior written consent as provided therein and in Section 3.06, if the Series 2026C Note is sold or transferred, the Series 2026C Original Purchaser shall notify the Trustee, the City and the Hospital in writing of the name and address of the transferee, the effective date of the transfer, the outstanding principal amount of the Series 2026C Note as of the transfer date, and of the amount of any prepayments made on account of the principal thereof, and it will surrender the Series 2026C Note for registration, transfer and exchange in accordance with Section 3.06 hereof. Furthermore, to the extent that the Hospital or the City has made the required payments to the Series 2026C Original Purchaser, the Trustee shall have no obligation to make payments of the principal of or interest on the Series 2026C Note or to take any other action in respect thereof, except at the express written direction of the Series 2026C Original Purchaser, the City or the Hospital.

Section 4.02 Optional and Mandatory Redemption.

(a) Series 2016B Optional Redemption. The Series 2016B Bond is subject to optional prepayment as set forth therein.

(b) Series 2024B Optional Redemption. The Series 2024B Bond is subject to optional prepayment as set forth therein.

(c) Series 2025C Optional Redemption. The Series 2025C Bond is subject to optional prepayment as set forth therein.

(d) Series 2026C Optional Redemption. The Series 2026C Note is subject to optional prepayment as set forth therein.

(e) Calamity. The Bonds and the Series 2026C Note are subject to redemption at the option of the City prior to maturity in whole on any date, upon 30 days' prior written notice to the Trustee and the Holders thereof, at a price equal to the principal amount thereof, plus prepayment premium, if any, plus accrued interest to the date of redemption upon the occurrence of any of the following events: (1) the Hospital Facilities shall have been damaged or destroyed to such extent that, in the reasonable opinion of the City, the completion time for repair and restoration thereof will exceed 6 months, or (2) there occurs the condemnation of all or substantially all of the Hospital Facilities or the taking by eminent domain of such use or control of the Hospital Facilities so as to render the Hospital Facilities unsatisfactory for their intended use for a period of at least 90 days.

(f) The provisions of Article XIV of this Indenture do not apply to the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, or the Series 2026C Note.

Section 4.03 Authentication and Delivery of Series 2026C Note. The Series 2016B Bond, the Series 2024B Bond and the Series 2025C Bond have been authenticated and delivered by the Trustee in accordance with the Original Indenture, as previously amended. The Series 2026C Note may forthwith upon the execution and delivery of this Indenture, or from time to time thereafter, be executed by the proper officials of the City and delivered to the Trustee for authentication, and shall thereupon be authenticated and delivered by the Trustee, but only upon receipt by the Trustee of the following:

(a) a copy of the City Resolution or Resolutions adopted and approved by the City Council authorizing the execution and delivery of this Indenture and the issuance and sale of the Series 2026C Note;

(b) an original executed counterpart of this Indenture and the Ground Lease; and

(c) a request and authorization to the Trustee on behalf of the City and signed by its Mayor or other official specified in a City Resolution, to authenticate and deliver the Series 2026C Note to the purchaser therein identified upon payment to the Trustee, but for the account of the City, of a sum specified in such request and authorization plus accrued interest thereon to the date of delivery. Such proceeds shall be paid over to the Trustee or retained the City, as the case may be, and deposited as provided in Section 4.05 hereof.

Section 4.04 Deposit of Series 2026C Note Proceeds. There are no unspent proceeds of the Series 2016B Bond, the Series 2024B Bond or the Series 2025C Bond. The Series 2026C Note represents purchase money financing in connection with the installment purchase of the real and personal property described in that certain Asset Purchase Agreement between Northfield Hospital + Clinics, on behalf of the City, and the Series 2026C Original Purchaser, evidencing the obligation to pay the remaining balance of the purchase price of such property; therefore, there are no

proceeds of the Series 2026C Note to be deposited or available to be used to pay Costs of Issuance which shall be paid directly by the Hospital.

ARTICLE V

AUTHENTICATION AND DELIVERY OF ADDITIONAL BONDS

Section 5.01 General Provisions. In addition to the principal amount of the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond and the Series 2026C Note, whose authentication and delivery is provided for in Article IV hereof, Additional Bonds may at any time and from time to time be executed by the appropriate officials of the City and delivered to the Trustee for authentication, but only if the City shall, in its discretion, deem it advisable, and thereupon the same shall be authenticated and delivered by the Trustee upon the basis permitted by, and upon compliance with the conditions of, Section 5.02 hereof, whichever may be applicable, and upon receipt by the Trustee of the following:

A. An Opinion of Bond Counsel:

(1) stating that all conditions precedent provided for in this Indenture relating to the issuance, authentication and delivery of such Additional Bonds have been complied with, including any conditions precedent specified in Sections 5.02;

(2) stating that the series of Additional Bonds whose authentication and delivery are then applied for, when issued and executed by the City and authenticated and delivered by the Trustee, will be the valid and binding special obligations of the City in accordance with their terms and entitled to the benefits of and secured by the lien of this Indenture equally and ratably with all Outstanding Bonds; and

(3) stating that the issuance of such Additional Bonds will not affect the tax exempt nature for federal income tax purposes of the tax exempt Bonds then Outstanding;

B. An executed counterpart of the Supplemental Indenture creating such Additional Bonds, which Supplemental Indenture shall subject to the lien thereof any additional property acquired or to be acquired from the proceeds of the Additional Bonds; and

C. A copy of the City Resolution or Resolutions authorizing the execution and delivery of the Supplemental Indenture, and approving the sale of such series of Additional Bonds.

Any Additional Bonds shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate, if any, permitted by law, shall have Stated Maturities, and may be subject to redemption prior to their Stated Maturities at such times and prices and on such terms and conditions (in addition to those specified in Article XIV hereof), all as may be provided by the Supplemental Indenture authorizing their issuance. All Additional Bonds shall be payable and secured equally and ratably and on a parity with the Series 2016B Bond, the Series 2024B Bond, and the Series 2025C Bond and any parity Additional Bonds theretofore issued, entitled to the same benefits and security of this Indenture.

The City may issue Additional Bonds in amounts which are sufficient, in addition to paying the cost of accomplishing one or more of the purposes specified in Section 5.02 hereof, to pay the costs of issuing such Additional Bonds, and to fund interest payable on such Additional Bonds for a period of time not to exceed six (6) months beyond the completion of any Improvements financed with the proceeds thereof.

Section 5.02 Conditions to Issuance of Additional Bonds

(1) The Bonds issued hereunder shall be secured by a first charge and lien upon the Net Revenues of the Hospital. No Additional Indebtedness shall be hereafter issued unless it is either (i) not secured by a lien on said Net Revenues (or any portion thereof), or (ii) secured by a lien on said Net Revenues made expressly subject and subordinate to the lien upon said Net Revenues securing all Parity Debt; provided however, that Additional Indebtedness may be issued on a parity of lien with the Parity Debt so long as either:

(a) the annual Income Available for Debt Service for each of the two most recent completed Fiscal Years for which audits have been completed which immediately precede the issuance of such Additional Bonds shall have been at least 125% of the Maximum Annual Principal and Interest Requirements of all Parity Debt, including the Additional Indebtedness proposed to be issued to become due in any Fiscal Year, such facts shall be shown by the Certificate of the Chief Financial Officer of the Hospital and recited in the resolution of the City authorizing any such Additional Bonds; or

(b) a written report of an Independent Accountant stating that the estimated annual Income Available for Debt Service (including those to be derived from the improvements) for each of the future two (2) Fiscal Years immediately following the Fiscal Year in which the improvements to be financed from the proceeds of such Additional Indebtedness are to be placed in service, are not less than 135% of the estimated Maximum Annual Principal and Interest Requirements of all Parity Debt (including such requirements for the Additional Indebtedness) for any subsequent Fiscal Year after the Fiscal Year in which it is estimated the improvements to be financed by the Additional Indebtedness are to be placed in service but not later than the final stated maturity date of the Bonds then Outstanding.

(2) In addition to the requirements of (1) above, the following conditions shall be met for purposes of issuing Additional Indebtedness as Parity Debt:

(a) The payments required to be made (at the time of the issuance of such Parity Debt) into the various accounts provided for in the resolutions authorizing any Outstanding Parity Debt have been made.

(b) The proceeds of such Parity Debt shall be used only for the purpose of financing or refinancing improvements, additions, extensions, renewals or replacements to the Hospital.

(3) The City or the Board may issue or incur Additional Indebtedness as Parity Debt without complying with the requirements of (1) above, to repair, restore, or rebuild all or a portion of the Hospital damaged, destroyed or condemned, provided that all available Net Proceeds received from the damage, destruction or Condemnation of the Hospital are first utilized.

(4) No Additional Indebtedness shall be issued and secured by a lien on gross Revenues of the Hospital.

(5) No Additional Indebtedness shall be issued and secured by a lien on the Land or the City's leasehold interest therein unless all outstanding Bonds are also secured thereby and the Trustee has received an opinion of Bond Counsel that such lien will not adversely affect the tax exempt status of any tax exempt Bonds.

(6) No Additional Indebtedness shall be issued and secured by a lien on the Net Revenues of the Hospital that is senior to the lien securing the payment of the Series 2016B Bond, the Series 2024B Bond and the Series 2025C Bond.

Section 5.03 Subordinate Lien Indebtedness; Refunding Bonds. Except as authorized in Section 5.02 hereof, the City covenants and agrees for itself and for the Board that they will not issue or incur any Additional Indebtedness payable from the Net Revenues of all or a part of the Hospital or constituting in any manner a lien thereon, unless such obligations either (a) are not secured by any security interest or lien on Net Revenues (or any portion thereof) or (b) are secured by a lien on such Net Revenues which is expressly made subject and subordinate to the lien and charge of the Parity Debt on the Net Revenues, except that the Parity Debt, or any part thereof, may be refunded and the refunding indebtedness issued shall enjoy complete equality of lien with the portion of any Parity Debt not refunded, if there is any, provided that if only a portion of the outstanding Parity Debt shall be so refunded and if such Parity Debt shall be refunded in such manner that the annual principal and interest to become due on the refunding Parity Debt shall be greater than the annual principal and interest to become due on the Parity Debt to be refunded (assuming payment at their maturity), then such Parity Debt may not be refunded without the consent of the holders of the unrefunded portion of the outstanding Parity Debt.

ARTICLE VI

APPLICATION OF TRUST MONEYS

Section 6.01 "Trust Moneys" Defined. All moneys received by the Trustee,

A. upon the release of property from the lien of this Indenture, or

B. as compensation for, or proceeds of sale of, any part of the Trust Estate taken by eminent domain or purchased by, or sold pursuant to an order of, a governmental authority or otherwise disposed of, or

C. as proceeds of insurance upon any part of the Trust Estate, or

D. as elsewhere herein provided to be held and applied under this Article VI, or required to be paid to the Trustee and whose disposition is not elsewhere herein otherwise specifically provided for, including, but not limited to the investment income of all Funds and accounts held by the Trustee under this Indenture (other than the Rebate Fund), or

E. as proceeds from the sale of the Series 2016B Bond, the Series 2024B Bond, and the Series 2025C Bond, and any Additional Bonds, including, but not limited to, moneys and/or Government Obligations received by the Trustee from the proceeds of Additional Bonds issued for refunding purposes.

(all such moneys being herein sometimes called "Trust Moneys") shall be held by the Trustee as a part of the Trust Estate, and, upon the exercise by the Trustee of any remedy specified in Article IX hereof, such Trust Moneys shall be applied in accordance with Section 9.04 hereof, except to the extent that the Trustee is holding in trust moneys and/or Government Obligations for the payment of any specified series of Bonds which are no longer deemed to be Outstanding under the provisions of Article VIII hereof, which moneys and/or Government Obligations shall be applied only as provided in said Article VIII. Prior to the exercise of any such remedy, all or any part of the Trust Moneys shall be held, invested, withdrawn, paid or applied by the Trustee, from time to time, as provided in this Article VII and in Article VIII hereof.

Section 6.02 Hospital Fund. For the convenience and proper administration of the Revenues of the Hospital and for the payment of principal of and interest on the Bonds and, on a subordinate basis, the Series 2026C Note, the Hospital Fund (the "Fund") previously established shall continue to be in effect, subject to the following accounts which are hereby established, retained, or renamed:

A. Operation and Maintenance Account. An Operation and Maintenance Account, to be held by the Board as a separate account within the Fund, to which account shall be deposited all Revenues and from which shall be paid all Operating Expenses.

B. Revenue Bond Debt Service Account. A special trust fund known as the "Revenue Bond Debt Service Account" or "Bond Fund" is hereby established to be held and maintained by the Trustee as provided in Section 6.04 hereof.

C. General Obligation Debt Service Account. A special trust fund known as the "General Obligation Debt Service Account" to be re-established and held and maintained by the Trustee as provided in a supplement to this Indenture with respect to any General Obligation Bonds and the pledge of Net Revenues to such account shall be governed by Section 6.11 hereof and other applicable provisions hereof.

D. Surplus Net Revenues Account. A Surplus Net Revenues Account to be held by the Board and maintained as a separate account within the Fund, to which account shall be credited on the 25th of each and every month all Net Revenues in excess of the amounts then required to be deposited in the foregoing accounts. Sums in the Surplus Net Revenues Account may be used for any proper corporate purpose, including the payment of principal, interest and premium on the Series 2026C Note and any Additional Bonds not payable from any of the forgoing accounts; provided that if the next received Net Revenues are insufficient to satisfy any of the monthly requirements for any of the forgoing accounts, any sums in the Surplus Net Revenues Account shall be promptly applied to cure the deficiency.

Section 6.03 Construction Account. The City has established with the Trustee the Construction Account, to which there shall be credited the proceeds of the sale of Additional Bonds, if any, as and to the extent provided in any supplement to this Indenture with respect thereto. The Trustee shall disburse moneys in the Construction Account to the City to pay or reimburse the City for the payment of the Cost of the Project as provided in any supplement to this Indenture with respect to any Additional Bonds upon receipt of a Draw Request executed by the Board Representative in the form attached hereto as **Exhibit F**. From the Construction Account the City or the Board shall pay all Costs of the Project and the Costs of Issuance of Additional Bonds, if any, as and to the extent provided in any supplement to this Indenture with respect thereto. Any balance remaining in the Construction Account after completion of the Project and payment of Costs of Issuance of the Bonds shall be transferred by the Trustee to the Bond Fund herein established on a pro rata basis to each account for Additional Bonds, if any, the proceeds of which were used to fund the Construction Account, as and to the extent provided in any supplement to this Indenture with respect thereto. There are currently no funds on hand in the Construction Account except as provided in Section 4.04 hereof and no proceeds of the Series 2026C Note will be deposited therein.

Section 6.04 Revenue Bond Debt Service Account. A special trust fund has been established with the Trustee and designated as the "Revenue Bond Debt Service Account" or "Bond Fund". None of the proceeds of the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond or the Series 2026C Note will initially be credited to this account. Except as more specifically described in (a) through (c) below, the City shall deposit with the Trustee for credit to the Revenue Bond Debt Service Account, from Net Revenues on a pro rata basis, on the 20th day of each and every month, an amount equal to not less than a one-month portion of the Principal and Interest Requirements to become due on the Bonds in the next 12 months. Each issue of Bonds and Additional Bonds hereafter issued shall be payable from a separate subaccount in the Bond Fund which shall be funded on a pro rata basis from Net Revenues in accordance with Sections 6.11 and 9.04 hereof. When the amounts on hand in the Bond Fund are sufficient for the payment of the Bonds and any other Additional Bonds hereafter issued and made payable from such subaccounts and the interest thereon to their respective maturity dates or their redemption dates

for which irrevocable notice of call has been given, then no further deposits need be made to the Bond Fund. All interest income derived from the investment of funds on deposit in the Bond Fund shall be credited to the Bond Fund and allocated to each subaccount therein on a pro rata basis in accordance with Sections 6.11 and 9.04 hereof. On or before each Interest Payment Date, the Trustee shall withdraw from the Bond Fund an amount sufficient to pay the principal of, if any, and interest, and redemption premium, if any, on the Bonds on each such Interest Payment Date.

(a) Except during any Bank Direct Payment Period with respect to the Series 2016B Bond, the City shall deposit with the Trustee for credit to a separate Series 2016B Bond Subaccount of the Revenue Bond Debt Service Account, from Net Revenues, on the 20th day of each and every month, commencing on August 20, 2016, an amount not less than the monthly installment to become due on the Series 2016B Bond on the 1st day of the next month as set forth in the Series 2016B Bond. The Series 2016B Bond Subaccount of the Bond Fund shall be used only to pay interest and principal due on the Series 2016B Bond.

Except during any Bank Direct Payment Period with respect to the Series 2016B Bond, on or before each Interest Payment Date with respect to the Series 2016B Bond, the Trustee shall withdraw from the Series 2016B Bond Subaccount of the Bond Fund an amount sufficient to pay the principal of, interest on, and redemption premium, if any, on the Series 2016B Bond on each such Interest Payment Date.

If, upon the Completion Date, any amounts are transferred by the Trustee from the Construction Account to the Series 2016B Bond Subaccount of the Bond Fund in accordance with Section 6.03 hereof, said amount shall be set aside in a special escrow account and used to redeem the Series 2016B Bond on the first date upon which the Series 2016B Bond may be optionally redeemed in accordance with its terms. Pending such use, said funds shall be invested at the written direction of the Board Representative, provided that said funds shall not be invested at a yield in excess of the yield of the Series 2016B Bond, computed in accordance with Section 148 of the Code.

(b) Except during any Bank Direct Payment Period with respect to the Series 2024B Bond, the City shall deposit with the Trustee for credit to a separate Series 2024B Bond Subaccount of the Revenue Bond Debt Service Account, from Net Revenues, on the on the 20th day of each and every month, an amount not less than (i) the monthly installment of the interest to become due on the Series 2024B Bond on the 1st day of the next month as set forth in the Series 2024B Bond; and (ii) 1/3 of the principal to become due on the Series 2024B Bond on the next March 1, June 1, September 1, or December 1, as applicable. The Series 2024B Bond Subaccount of the Bond Fund shall be used only to pay interest and principal due on the Series 2024B Bond.

Except during any Bank Direct Payment Period with respect to the Series 2024B Bond, on or before each monthly interest payment date and quarterly principal payment date with respect to the Series 2024B Bond, the Trustee shall withdraw from the Series 2024B Bond Subaccount of the Bond Fund an amount sufficient to pay the principal of, interest on, and redemption premium, if any, on the Series 2024B Bond on each such Interest Payment Date.

(c) Except during any Bank Direct Payment Period with respect to the Series 2025C Bond, the City shall deposit with the Trustee for credit to a separate Series 2025C Bond

Subaccount of the Revenue Bond Debt Service Account, from Net Revenues, on the 20th day of each and every month, an amount not less than (i) the monthly installment of the interest to become due on the Series 2025C Bond on the 1st day of the next month as set forth in the Series 2025C Bond; and (ii) 1/3 of the principal to become due on the Series 2025C Bond on the next March 1, June 1, September 1, or December 1, as applicable. The Series 2025C Bond Subaccount of the Bond Fund shall be used only to pay interest and principal due on the Series 2025C Bond.

Except during any Bank Direct Payment Period with respect to the Series 2025C Bond, on or before each monthly interest payment date and quarterly principal payment date with respect to the Series 2025C Bond, the Trustee shall withdraw from the Series 2025C Bond Subaccount of the Bond Fund an amount sufficient to pay the principal of, interest on, and redemption premium, if any, on the Series 2025C Bond on each such date.

Section 6.05 Fee Payments. The City covenants to pay directly to the Trustee when due its compensation and expenses. Such amounts shall not be treated or considered as Trust Money for any purpose of this Indenture and the Trustee may on its own behalf enforce such covenant against the City. The Trustee shall have a lien on all Trust Money, except the Rebate Fund, prior to the lien securing the Bonds for such costs and expenses as set forth in Section 9.04 hereof.

Section 6.06 Investments. Subject to the provisions of any law then in effect to the contrary, the Trustee shall invest all Trust Money on hand from time to time as specified in a City Request in Qualified Investments.

Qualified Investments shall be made so as to mature or be subject to redemption at the option of the holder thereof in the case of investments of moneys in any fund or account, on or prior to the date or dates that the City anticipates that money therefrom will be required. The Trustee may trade with itself or its affiliates in the purchase and sale of Qualified Investments and the Trustee shall not be liable or responsible for any loss resulting from any such investment or any other investment made pursuant to the provisions of this Section. Qualified Investments shall be registered (if required) in the name of the Trustee. The Trustee may invest in Qualified Investments through its own trust department and Trust Money may be deposited in time deposits or certificates of deposit issued by the Trustee or its affiliates.

The Trustee shall without further direction from the City sell Qualified Investments as and when required to make any payment for the purpose of which such investments are held.

For all purposes of this Indenture, Qualified Investments shall be valued every 6 months at their market value. The City and the Hospital acknowledge that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City or the Hospital the right to receive brokerage confirmations of security transactions as they occur, the City and the Hospital specifically waive receipt of such confirmations to the extent permitted by law. The Trustee will furnish the City and the Hospital periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The City and the Hospital may receive brokerage confirmations at no additional cost at their written request.

Section 6.07 Rebate Fund. A special trust fund is hereby established with the Trustee and designated as the "Rebate Fund."

The Trustee shall make information regarding the Bonds and investments hereunder available to the City and shall make deposits into and disbursements from the Rebate Fund in accordance with the provisions of the City's tax certificate with respect to the Bonds. The Rebate Fund is not part of the Trust Estate and does not secure the Bonds.

Section 6.08 Property Insurance and Award Fund. A special trust fund is hereby established with the Trustee and designated as the "Property Insurance and Award Fund." In the event the Net Proceeds of any condemnation award or insurance award relating to condemnation, damage or destruction of the Project exceed $500,000, the City shall deposit such Net Proceeds into the Property Insurance and Award Fund. Amounts on hand in the Property Insurance and Award Fund shall be disbursed by the Trustee to pay the cost of replacement, repair, reconstruction or restoration of the Project or transferred to the Bond Fund and used to redeem Bonds and, on a subordinate basis, the Series 2026C Note pursuant to Sections 4.02(e) and 14.08 (if applicable). Any amounts remaining in the Property Insurance and Award Fund after payment of all costs of replacement, repair, reconstruction, or restoration relating to the condemnation, damage or destruction to which such amounts relate, shall be transferred to the Bond Fund. All income realized from the investment of the Property Insurance and Award Fund shall be credited to the Property Insurance and Award Fund and used and applied as additional Net Proceeds. In the event the Net Proceeds are less than $500,000, the City may apply the Net Proceeds either to rebuild or to repair a deficit in the Bond Fund as provided above.

Section 6.09 Qualified Investments. Subject to the provisions of any law then in effect to the contrary, the Trustee shall invest all Trust Moneys on hand from time to time as specified in a City Request in any of the following Qualified Investments: (i) Government Obligations; (ii) bonds, debentures, participation certificates or notes issued by any of the following: Bank for Cooperatives, Federal Financing Bank, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Federal National Mortgage Association, Export-Import Bank of the United States, Farmer's Home Administration, Federal Home Loan Mortgage Corporation or Government National Mortgage Association, or any other agency or corporation which has been or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof; (iii) shares in an Investment Company registered under the Federal Investment Company Act of 1940 whose shares are registered under the Federal Securities Act of 1933 and whose only investments are Qualified Investments described in clause (i) or (ii) of this Section; (iv) certificates of deposit or time deposits with any banking or savings institution which is insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, provided that such certificates of deposit or time deposits, if not insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, are fully secured by Government Obligations, which Government Obligations are lodged with a bank or trust company as collateral security, or are deposits of a bank, trust company or domestic branch of a foreign bank organized and existing under the laws of the United States or any state thereof which at the time of investment is rated A or better by Standard & Poor's Corporation or any other rating agency then maintaining a rating on the Bonds; (v) commercial paper of United States industrial corporations or United States direct issuers rated at the time of purchase in one of the two highest rating categories by Standard & Poor's Corporation or any other

rating agency then maintaining a rating on the Bonds; or (vi) a written investment contract with or guaranteed by a bank, trust company or domestic branch of a foreign bank organized and existing under the laws of the United States or any state thereof which, at the time of entrance into such contract, is rated A or better by Standard & Poor's Corporation or any other rating agency then maintaining a rating on the Bonds. The Trustee shall be entitled to assume that any investment which at the time of purchase is a Qualified Investment remains a Qualified Investment thereafter, absent receipt of written notice or actual knowledge of a responsible officer in the corporate trust department of the Trustee to the contrary. The Trustee shall have no responsibility to monitor the ratings of Qualified Investments after the initial purchase of or investment in such Qualified Investments.

Section 6.10 Trust Moneys: Use and Tax Treatment. All Trust Moneys shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the City or the Trustee. Such Trust Moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

All Trust Moneys, for any legal, tax or other purpose, shall be considered funds of the City, although subject to the security interest of the Trustee imposed by this Indenture.

Section 6.11 Priority of Application of Net Revenues. The City covenants and agrees that in the event the available Net Revenues (including sums in the Surplus Net Revenues Account) are insufficient to make all the required deposits into the funds and accounts of the Hospital Fund set forth in Section 6.02 hereof, the Net Revenues shall be deposited in the following order of priority:

First, to the Revenue Bond Debt Service Account and any other debt service account or accounts from which any other Parity Debt is payable, based on the respective amounts then required to be deposited in said accounts; and

Second, to the General Obligation Bond Debt Service Account, if any.

Third, to pay Subordinate Indebtedness, if any, including the Series 2026C Note.

ARTICLE VII

COVENANTS

Section 7.01 Pledge. The City represents, warrants, covenants and agrees that it has good right and lawful authority to pledge the Trust Estate as provided herein; and that the Trust Estate is free from any and all liens and encumbrances excepting only such as are Permitted Encumbrances, or have otherwise been disclosed to and accepted in writing by the Trustee and the Holders of a majority in aggregate principal amount of the Bonds then Outstanding.

Section 7.02 Enforceability. The City covenants and warrants that the Bonds, the Series 2026C Note, the Ground Lease, and this Indenture are valid and enforceable obligations of the City in accordance with the terms thereof and hereof; and that this Indenture does not, nor does the Ground Lease, nor does the performance or observance by the City of any of the matters or things in this Indenture or the Ground Lease provided for, contravene any covenant in any indenture or agreement affecting the City.

Section 7.03 Execution of Security Documents. The City shall, from time to time, within 15 days after request by the Trustee, execute, acknowledge and deliver any financing statement, renewal, affidavit, certificate, continuation statement or other document as the Trustee may request in order to perfect, preserve, continue, extend or maintain the security interest under, and the priority of, this Indenture as a first lien on the Trust Estate. The City shall pay any and all expenses incurred by the it pursuant to this Section and the City further agrees to pay to the Trustee upon demand all costs and expenses incurred by the Trustee in connection with the preparation, execution, recording, filing and refiling of any such instrument or document. However, neither a request so made by the Trustee nor the failure of the Trustee to make such a request shall be construed as a release of such property, or any part thereof, from the lien of this Indenture.

Section 7.04 Tax-Free Nature of Bonds. The City covenants and agrees for the benefit of the Bondholders that it will take no affirmative action which would result in loss of tax exemption of interest under Section 103(a) of the Code and the regulations promulgated thereunder on any Bonds issued as tax exempt obligations, nor will either use any of the proceeds received from the sale of the tax exempt Bonds, directly or indirectly, in any manner which would result in such Bonds being classified as arbitrage bonds within the meaning of Section 148 of the Code and the regulations promulgated and in effect thereunder.

Section 7.05 Sufficiency of Net Revenues. The City certifies that the Net Revenues are estimated to be sufficient in amount to pay when due the principal of and interest scheduled to become due on the Bonds and, on a subordinate basis, the Series 2026C Note, and the Net Revenues are hereby pledged to the Funds and accounts set forth in Article VI, and to the payment of the Bonds and, on a subordinate basis, the Series 2026C Note and shall be applied for that purpose, to the extent and in the manner herein required to assure payment of the principal and interest requirements of the Bonds and, on a subordinate basis, the Series 2026C Note as the same become due. Nothing contained herein shall be deemed to preclude the City or the Board from making further pledges and appropriations of the Net Revenues for the payment of other or Additional Bonds, provided that it has first been determined by the City that the estimated Net

Revenues will be sufficient in addition to all other payment sources, for the payment of the Bonds herein authorized, and such Additional Bonds, and any such pledge and appropriation of the Net Revenues may, if permitted under Sections 5.02 and 5.03 hereof, be made subordinate to, or on a parity with, the pledge and appropriation of Net Revenues herein made. Otherwise, any such pledge of Net Revenues shall be made subordinate to the pledge herein made to the payment of the Bonds. The pledge of Net Revenues to the Series 2026C Note is expressly subordinate to the pledge herein made to the payment of the Bonds, when due.

Section 7.06 Payment of Principal and Interest. The City covenants for itself and on behalf of the Board that they will promptly pay or cause to be paid solely from Net Revenues of the Hospital and amounts in the Bond Fund (collectively, the "Pledged Funds"), the principal of, and premium, if any, and interest on every Bond and, on a subordinate basis, the Series 2026C Note, at the place, on the dates and in the manner provided herein and in said Bond, according to their terms. The principal and interest are payable solely from certain Net Revenues and the Pledged Funds which are hereby specifically assigned and pledged to the payment thereof for the benefit of the Bondholders in the manner and to the extent herein specified. The principal installments of the Series 2026C Note shall be paid only if and to the extent that the Net Revenues are sufficient to pay the principal of, interest on, and any premium or any other amount due with respect to the Bonds, when due, and to the extent the City is not in default with respect to its covenants and obligations under the Indenture or the Series 2024B Continuing Covenant Agreement or the Series 2025C Continuing Covenant Agreement.

Section 7.07 Performance of and Authority for Covenants. The City covenants for itself and on behalf of the Board that they will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of the City Council and the Board; that they are duly authorized under the Constitution, laws of the State of Minnesota and the City Charter, including particularly and without limitation the Act, to issue the Bonds authorized hereby and the Series 2026C Note, to assign and pledge the Net Revenues of the Hospital in the manner and to the extent herein set forth and to bind the City and the Board with respect to all covenants, undertakings, stipulations and provisions contained in this Indenture; that all actions on the part of the City and the Board for the issuance of the Bonds and the Series 2026C Note and the adoption, or concurrence in, the City Resolution have been duly and effectively taken; and that the Bonds and the Series 2026C Note in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City according to the terms thereof.

Section 7.08 Operation and Maintenance of Hospital. The City covenants that the Board shall at all times operate or cause to be properly operated the Hospital as a revenue producing facility and in an efficient and economical manner, consistent with good business and operating practices; and the Board shall cause the Hospital to be maintained, preserved and kept in good repair, making repairs, replacements and renewals thereof as, in the judgment of the Board, are necessary.

Section 7.09 Rates and Charges.

A. Subject to applicable law, the City covenants that the Board will charge fees and rates for the Hospital Facilities and services and will exercise such skill and diligence

as to provide Revenues from the Hospital, together with other available funds, sufficient to pay promptly its Principal and Interest Requirements and expenses of operation, maintenance and repair of the Hospital. To the extent permitted by law, the City will cause the Board to revise the rates, fees and charges as may be necessary or proper to comply with the provisions of this Section.

B. If in any Fiscal Year the Income Available for Debt Service is less than (a) 120% of the Principal and Interest Requirements of all Parity Debt during such Fiscal Year excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year and (b) 100% of the Principal and Interest Requirements on all Indebtedness during such Fiscal Year excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year, then the City will cause the Board to retain an Independent Management Consultant to make recommendations with respect to such rates, fees and charges and other matters relating to or affecting said Income Available for Debt Service; provided that the Board shall not be required to employ an Independent Management Consultant pursuant to this Section more often than once every year. The recommendations of the Independent Management Consultant shall be presented by the Independent Management Consultant in writing to the Board and City Council, and the City agrees to cause the Board to accept and follow the recommendations of the Independent Management Consultant, unless the Board delivers an opinion of Independent Counsel that compliance with a particular recommendation would violate a provision of law or regulation.

C. The City recognizes that while the Bonds are outstanding (i) the method or methods by which hospitals are paid for services may continue to change from time to time (e.g., third-party reimbursements or payments, required or accepted methods for structuring fees, rentals, rates and other charges, private and governmental insurance programs, federal and state regulatory laws and regulations) and (ii) other developments which are not now foreseeable may occur and substantially affect the financing and delivery of health care services. The Independent Management Consultant retained by the Board under this Section may recommend (with respect to the fees, rentals, rates or other charges and with respect to improvements or changes in the operations of or the services rendered by the Board) that either (i) no changes be made, or (ii) some change be made, even though such recommendation is not calculated to result in compliance with applicable provisions of this Indenture unless such provisions are amended, but such a recommendation may only be made if the Independent Management Consultant includes in its written report and recommendations a statement that, in its opinion, compliance with such recommendations will result in compliance with the provisions of this Section to the maximum extent feasible. If, by the terms of this Section, the Board is bound to follow such recommendations, then the City shall amend this Indenture to bring its provisions into conformity with such recommendations; provided that nothing herein shall be construed to excuse the City or Board from (a) the payment in timely manner of all the payments required by this Indenture as the same become due and payable, and (b) the requirement under this Section to employ an Independent Management Consultant.

Section 7.10 Possession of Hospital and Sale of Hospital Assets. The City covenants and agrees that it will not in any Fiscal Year sell, lease, transfer or otherwise dispose of Hospital Assets in an amount which, together with all other Hospital Assets transferred in such

Fiscal Year, aggregates in excess of 5% of the total value of the Hospital Assets (calculated on the basis of the Book Value or, if the Board Representative so elects, on the basis of Current Value), except for transfers of Hospital Assets as follows:

(a) Transfers of Hospital Assets for fair and adequate consideration on terms no less favorable than would be obtained in a comparable arm's-length transaction.

(b) Transfers Hospital Assets to any Person if, in the reasonable judgment of the City, such Hospital Assets have, or within the next succeeding 24 calendar months is reasonably expected to, become inadequate, obsolete or worn out, or otherwise unsuitable, unprofitable, undesirable or unnecessary for the operation of the Hospital.

(c) Transfers to any Person if the Hospital Assets to be transferred is (i) not essential to the Hospital operations, (ii) transferred for fair and adequate consideration, and (iii) the proceeds of such transfer are used to acquire additional facilities, to repay the principal of Indebtedness, or otherwise used in a productive manner to the benefit of the Hospital operations.

(d) Transfers Hospital Assets in connection with as part of a merger, consolidation, sale or conveyance permitted by Section 7.16 hereof.

(e) Transfers Hospital Assets which consist of unrestricted Liquid Assets as a loan to any Person provided that (i) such loan is evidenced in writing and such loan bears interest at a reasonable interest rate, (ii) the Trustee receives an Officer's Certificate (A) stating that there is a reasonable expectation that such loan will be repaid in accordance with its terms, and (B) demonstrating that Income Available for Debt Service for each of the two Fiscal Years preceding the date of such loan (assuming such loan had been made at the beginning of such period and assuming that no payments were made on the loan), would have been at least 200% of the Principal and Interest Requirements for such Fiscal Years excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year.

Notwithstanding the foregoing, the City shall not transfer, loan or otherwise dispose of Liquid Assets that would result in (i) in the aggregate, a loan or loans of more than 15% of all of the Hospital's Liquid Assets, or (ii) a reduction of the level of Liquid Assets of the Hospital below 60 Days Cash on Hand.

(f) Transfers of Hospital Assets to any Person, provided that prior to such transfer the Trustee receives an Officer's Certificate certifying that, immediately preceding the proposed disposition the Hospital could meet either of the following tests:

(i)(a) the Income Available for Debt Service for each of the two Fiscal Years preceding the date of such transfer, assuming such transfer were made at the beginning of such period, would have been at least 200% of the Principal and Interest Requirements excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year, or (b) the Income Available for Debt Service for each of the two Fiscal Years preceding the date of such transfer, assuming such transfer were made at the beginning of such period, if less than 200% of Principal and Interest Requirements excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year, is at least 150% of Principal and Interest Requirements excluding any Balloon Indebtedness paid at maturity or refinanced in such

Fiscal Year and would not have been reduced in either of such Fiscal Years by more than 35%; or

(ii) a report of an Independent Management Consultant (which report, including without limitation, the scope, form, substance and other aspects thereof are acceptable to the Trustee) (a) concluding that the transfer of such Hospital Assets will increase the Income Available for Debt Service for each of the two Fiscal Years succeeding the date of such transfer, or (b) containing an opinion of such Independent Management Consultant that federal, state or other applicable governmental laws or final regulations placing restrictions and limitations on the rates, fees and charges to be fixed, charged and collected by the Hospital for the use of its facilities or the services furnished by the Hospital have prevented the Hospital from generating Income Available for Debt Service during such Fiscal Year in an amount sufficient to meet any of the tests set forth in subparagraph (i) above, accompanied by a concurring Opinion of Counsel as to any conclusions of law supporting the opinion of such Independent Management Consultant; and the report of such Independent Management Consultant indicates that the rates charged by the Hospital are such that, in the opinion of the Independent Management Consultant, the Hospital has generated the maximum amount of Income Available for Debt Service reasonably practicable given such laws or regulations, but in no event less than 150% of Principal and Interest Requirements.

Any sale or disposal by the City of any Hospital Assets which are Real Property shall comply with the provisions of Section 15.5 of the City Charter which requires that any net cash proceeds received by the City on the disposition of such Real Property must be applied to retire any indebtedness issued by the City to finance such Real Property.

Section 7.11 Insurance. The City shall cause the Board to maintain, or cause to be maintained, insurance as follows:

A. Insurance, which may include one or more self-insurance programs, covering such risks and in such amounts as, in its judgment, are adequate to protect it and its properties and operations and as are, with respect to health care activities and properties, customary for health care providers of similar size and character. Such insurance policies may include fire insurance, insurance coverage of boilers and other selected machinery items, general liability insurance and property damage coverage, comprehensive automobile liability insurance, worker's compensation coverage, use and occupancy insurance covering all or a portion of the loss of operating revenues by reason of the total or partial interruption of health care services, professional liability insurance protecting against claims arising from any act or omission in the furnishing of health care services to any patient, and fidelity bonds on officers and employees of the City and Hospital who may have access to or custody of the Revenues of the Hospital.

B. The City shall cause the Board to utilize an Independent Insurance Consultant to review the insurance requirements of the Hospital from time to time (but not less frequently than once every 2 years). If the Independent Insurance Consultant makes recommendations for the change in any of the insurance coverage maintained by the Board, the Board shall change such coverage in accordance with such recommendations, subject

to a good faith determination of the Board that such recommendations, in whole or in part, are in the best interests of the Hospital (it being understood that the Board need not change any coverage in accordance with such recommendations if such Board determines the recommended coverage is unavailable or unreasonably expensive).

C. In lieu of maintaining the insurance coverage stated above, the Board shall have the right to adopt alternative risk management programs which the Board determines to be reasonable and in the best interests of the Hospital, including, without limitation, to self-insure in whole or in part, individually or in connection with other institutions or organizations, to participate in programs of captive insurance companies and/or to create and operate such captive insurance companies, to participate with other health care institutions in mutual or other cooperative insurance or other risk management programs, to participate in state or federal laws now or hereafter in existence limiting medical malpractice liability, or to establish or participate in other alternative risk management programs; all as may be approved, in writing, as reasonable and appropriate risk management by the insurance consultant and reviewed every year. Notwithstanding the foregoing the Board shall not self-insure for property or casualty insurance.

Section 7.12 Liens. The City will cause the Board to pay all utility charges, assessments and other charges arising from the operations of the Hospital which, if unpaid, would become a lien on the Hospital and will not permit any lien or encumbrance except Permitted Encumbrances to be established or to remain unsatisfied against the Hospital; provided that the Board may in good faith contest any liens filed or established against the Hospital, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless by nonpayment of any such items the Hospital or any part thereof will be subject to loss or forfeiture, in which event the City shall promptly pay and cause to be satisfied and discharged all such unpaid items. With respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, with or without interest, the Board shall be obligated to pay only such installments of principal and interest as are required to be paid. The Board shall make all payments and comply with all covenants required by the terms of any security agreement giving rise to a Permitted Encumbrance on any Hospital Asset.

Section 7.13 Alterations to Hospital. The City or the Board may from time to time remodel and make additions, modifications, alterations, improvements and changes (hereinafter collectively referred to as "alterations") in or to the Hospital as the City or the Board, in their discretion, may deem to be desirable for its uses and purposes; provided that such alterations shall not substantially impair the structural strength, utility or market value of the Hospital or materially impair its revenue producing capability.

All work in connection with any alternations or repairs to the Hospital shall be done promptly and in good workmanlike manner and in compliance with certificate of need laws or government regulations which may at that time be in full force and effect and with the building and zoning laws of the City and other governmental subdivisions wherein the orders, rules, regulations and requirements of all federal, state and municipal governments and the appropriate departments, commissions, boards and officers thereof, and shall not violate the provisions of any

policy of insurance covering the Hospital, and the work shall be prosecuted with reasonable dispatch, unavoidable delays excepted.

Section 7.14 Books, Records and Audit. The City shall cause the Board to keep proper and separate books of record and account relating to the Hospital and each fund and account established or continued under this Indenture.

The City shall require that the Board file with the City on or before May 1 of each year, an annual audit relating to the Hospital, accompanied by an Independent Accountant's certificate, including a statement of assets and liabilities as of the end of each Fiscal Year, a statement of revenues and expenses for such year, a statement of the amounts held in each fund and account described in Section 6.02 at the end of such year, and a statement as to non-compliance with any covenant under this Indenture.

The City will require the Board to have a certified annual audit of its books of record and account relating to the operations of the Hospital made by an Independent Accountant and furnished to the City within 180 days after the close of each Fiscal Year.

The City will require the Board to internally prepare quarterly financial statements of the Hospital within 60 days after the end of each fiscal quarter.

Section 7.15 Accreditation. The City warrants that the Hospital is Medicare certified and covenants that it will require the Board to use its best efforts to maintain certification unless in the opinion of the Board, it is not in the best interest of the City and the Bondholders to maintain such certification. The City will require the Board to send to the City a true copy of the certification letter or, in lieu thereof immediately upon any loss of certification, a statement by the Board that the Hospital is no longer certified. Such statement shall set forth the reasons given by Medcare for the non-certification.

Section 7.16 Consolidation, Merger, Sale or Conveyance. The City agrees it will not merge the Hospital into or consolidate the Hospital with any other Person, or sell or convey all or substantially all of the Hospital Assets to any Person unless (i) the successor or transferee (the "Successor") shall be organized and existing under the laws of the United States of America or a state thereof and such Person shall expressly assume in writing all of the obligations of the City to pay the principal of and interest on the Bonds issued hereunder, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed or observed by the City by an appropriate instrument satisfactory to the Trustee, executed and delivered to the Trustee by such Successor; (ii) the City shall have furnished to the Trustee an opinion of Bond Counsel that such merger, consolidation, sale or conveyance does not adversely affect the validity or exemption of interest on Outstanding Bonds from taxation under Section 103(a) of the Code; (iii) immediately after such merger or consolidation, or such sale or conveyance, (I) the Fund Balances of the Successor will not be less than 90% of the Fund Balances of the Hospital prior to such merger or consolidation, or such sale or conveyance; (II) the City will not be in default in the performance or observance of any such covenants or conditions of this Indenture; (III) prior to any consolidation, merger, sale or conveyance as provided in this Section 7.16, the Board Representative delivers to the Trustee an Officers Certificate in a form satisfactory

to the Trustee to the effect that the Successor would be able to issue $1.00 of Additional Indebtedness.

Section 7.17 Liquidity. The City shall cause the Board to calculate the Days Cash on Hand as of each Cash Test Date and, within 150 days of the Cash Test Date, deliver to the Trustee a certificate of the Hospital containing the calculation, based on financial statements of the Hospital for the Fiscal Year ending on such Cash Test Date. If the Days Cash on Hand is less than 60 on any Cash Test Date, then the Board shall retain an Independent Management Consultant to make recommendations with respect to the rates, fees and charges of the Hospital, cash management and investment practices of the Hospital and the Hospital's methods of operation and other factors affecting the financial condition of the Hospital in order to increase the Days Cash on Hand to the highest practicable level and, in all events, to at least 60. The Board shall not be required to obtain an Independent Management Consultant's report more frequently than once each Fiscal Year. A copy of the Independent Management Consultant's report and recommendations, if any, shall be filed with the Hospital and the Trustee. The Board shall follow each recommendation of the Independent Management Consultant unless the Board delivers to the Trustee an opinion of Independent Counsel to the effect that compliance with a particular recommendation would violate a provision of law or regulations. In either case the Board shall deliver to the Trustee an Officer's Certificate stating that the Board has complied with this Section 7.17.

Section 7.18 Continuing Disclosure. The City will comply with such continuing disclosure undertaking as is required in connection with the issuance of each series of Bonds.

ARTICLE VIII

DEFEASANCE

Section 8.01 Payment of Indebtedness: Satisfaction and Discharge of Indenture. Whenever the conditions specified in either clause (1) or clause (2) of the following subsection A, and the conditions specified in the following subsections B and C shall exist, namely:

A. either

(1) all Bonds theretofore authenticated and delivered have been cancelled by the Trustee or delivered to the Trustee for cancellation, excluding, however,

(a) Bonds for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Trustee and thereafter repaid to the City or discharged from such trust, as provided in this Section, and

(b) Bonds alleged to have been destroyed, lost or stolen which have been replaced or paid as provided in Section 3.07 hereof, and (1) which, prior to the satisfaction and discharge of this Indenture as hereinafter provided, have not been presented to the Trustee with a claim of ownership and enforceability by the Holder thereof, or (2) whose enforceability by the Holder thereof has been determined adversely to the Holder by a court of competent jurisdiction or other competent tribunal;

or

(2) the City has deposited or caused to be deposited with the Trustee as trust funds in trust cash and/or Government Obligations, which do not permit the redemption thereof at the option of the issuer, the principal of, premium, if any, and interest on which when due (or upon the redemption thereof at the option of the holder), will, without reinvestment, provide cash which, together with the cash, if any, deposited with the Trustee at the same time, shall be sufficient to pay and discharge the entire indebtedness on Bonds not theretofore cancelled by the Trustee or delivered to the Trustee for cancellation, for principal, premium, if any, and interest which have become due and payable, or to the Stated Maturity or Redemption Date, as the case may be, and has made arrangements satisfactory to the Trustee for the giving of notice of redemption, if any, by the Trustee in the name, and at the expense, of the City in the same manner as is provided by Section 14.04 hereof, if applicable;

B. the City has paid, caused to be paid or made arrangements satisfactory to the Trustee for the payment of all other sums payable hereunder by the City until the Bonds are so paid; and

C. the City has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel each stating that all conditions herein provided for relating to the satisfaction and discharge of this Indenture have been complied with and a report of an Independent Accountant verifying the sufficiency of the deposit made pursuant to paragraph A(2) of this Section;

then, upon City Request authorized by a City Resolution, this Indenture and the lien, rights and interests hereby granted, shall cease, determine and become null and void, and the Trustee and each co-trustee and separate trustee, if any, then acting as such hereunder shall, at the expense of the City, execute and deliver such instruments of satisfaction as may be necessary, and forthwith the estate, right, title and interest of the Trustee in and to all of the Trust Estate (except the moneys and/or Government Obligations deposited as required above) shall thereupon be discharged and satisfied, and the Trustee shall in such case transfer, deliver and pay the same to the City or upon City Order.

The deposit required by subsection A, clause (2), may be made with respect to any particular series of Bonds, in which case such Bonds shall no longer be deemed to be Outstanding under the terms of this Indenture, and the Holders of such defeased Bonds shall be secured only by such trust funds and not by any other part of the Trust Estate created by this Indenture, and this Indenture shall remain in full force and effect to protect the interests of the Holders of Bonds remaining Outstanding thereafter.

In the absence of a City Request authorized by City Resolution as aforesaid, the payment of all Bonds Outstanding shall not render this Indenture inoperative or prevent the City from issuing Additional Bonds from time to time thereafter as herein provided.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the City to the Trustee under Section 9.04 shall survive.

Section 8.02 Application of Deposited Money. All money, obligations and income thereon deposited with the Trustee pursuant to Section 8.01 hereof shall be held in a special escrow account in trust and applied by the Trustee to the payment, to the Persons entitled thereto, of the principal, premium, if any, and interest on said Bonds. Notwithstanding any provisions of this Indenture, and subject to applicable unclaimed property laws of the State, any money deposited with the Trustee or any paying agent in trust for the payment of the principal of, interest or premium on the Bonds remaining unclaimed for 3 years after the maturity or earlier payment date to the extent permitted by applicable law, shall be paid to the City, whereupon all liability of the Trustee with respect to such money shall cease, and the Bondholders shall thereafter look solely to the City for payment of any amounts then due. All money held by the Trustee and subject to this Section 8.02 shall be held uninvested and without liability for interest thereon.

ARTICLE IX

EVENTS OF DEFAULT; REMEDIES

Section 9.01 Events of Default. The term "Event of Default," wherever used herein, means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any decree or order of any court or any order, rule or regulation of any administrative or governmental body):

A. Default in the payment of any interest upon any Bond when it becomes due and payable; or

B. Default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable; or

C. Default in the performance, or breach, of any covenant or warranty of the City contained in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section 9.01 specifically dealt with), and continuance of such default or breach for a period of 30 days after there has been given, by registered or certified mail, to the City and the Ground Lessor by the Trustee, or to the City, the Ground Lessor and the Trustee by the Holder or Holders of at least 25% in aggregate principal amount of the Bonds then Outstanding, a written notice specifying such default or breach and requiring it to be remedied; unless the party giving the notice shall agree in writing to an extension of such time prior to its expiration, or for such longer period as may be reasonably necessary to remedy such default provided that the City or the Ground Lessor, as the case may be, is proceeding with reasonable diligence to remedy the same; or

D. The occurrence and continuance through the applicable grace period of a default by the City under Section 1 of Article XVI of the Ground Lease; or

E. Default in the payment, as and when the same shall become due, of the principal of, premium, if any, or interest on any Indebtedness, in a principal amount which, when added to the principal amount of all other Indebtedness with respect to which there is a similar default, exceeds $500,000 and any grace period applicable to such Indebtedness shall have expired;

F. The City admits in writing insolvency or bankruptcy or its inability to pay its debts as they mature, or is generally not paying its debts as such debts become due, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee, custodian or receiver for the City, or for the major part of the Hospital Assets; or

G. If the Income Available for Debt Service for any audited Fiscal Year is less than 100% of the Principal and Interest Requirements on all Indebtedness during such Fiscal Year excluding any Balloon Indebtedness paid at maturity or refinanced in such Fiscal Year, unless the ratio of (i) Liquid Assets to (ii) Indebtedness is greater than 1.50 to 1.00, or unless such default is cured within 30 days after there has been given written notice

of such default, by registered or certified mail, to the City by the Trustee or by a Holder or Holders of at least 25% in aggregate principal amount of the Bonds then Outstanding, by providing evidence that the Income Available for Debt Service for the trailing 12-month period prior to the date of such notice is at least 100% of the Principal and Interest Requirements on all Indebtedness.

H. So long as the Series 2024B Bond is held by the Series 2024B Original Purchaser, the Trustee receives a written notice from the Series 2024B Original Purchaser that an "Event of Default" under and as defined in the Series 2024B Continuing Covenant Agreement which notice may in addition instruct the Trustee to accelerate the Series 2024B Bonds unless such default is cured within the applicable cure period under the Series 2024B Continuing Covenant Agreement.

I. So long as the Series 2025C Bond is held by the Series 2025C Original Purchaser, the Trustee receives a written notice from the Series 2025C Original Purchaser that an "Event of Default" under and as defined in the Series 2025C Continuing Covenant Agreement which notice may in addition instruct the Trustee to accelerate the Series 2025C Bonds unless such default is cured within the applicable cure period under the Series 2025C Continuing Covenant Agreement.

Section 9.02 Acceleration of Maturity. If an Event of Default occurs and is continuing under Section 9.01 above, and after the expiration of any cure period, then and in every such case the Trustee may, and upon the written request by registered or certified mail to the Trustee by the Holder or Holders of a majority in aggregate principal amount of the Bonds then Outstanding shall, declare the principal of all the Outstanding Bonds to be due and payable immediately by notice in writing to the City, with interest accrued thereon to the date specified in said notice, and upon any such declaration such principal, with interest accrued thereon, shall become immediately due and payable solely from the Net Revenues and the Trust Estate.

At any time after such a declaration of acceleration has been made, but before the Trustee has exercised any other remedy specified herein, the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the City and the Trustee, may rescind and annul such declaration and its consequences if all Events of Default, other than the non-payment of the principal of Bonds which have become due solely by such acceleration, have been cured or waived and such declaration shall be rescinded and annulled upon any waiver, rescission and annulment under Section 9.13 hereof.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

Section 9.03 Remedies. If an Event of Default occurs and is continuing, then in every such case, the Trustee may, and upon the written request by registered or certified mail to the Trustee by the Holder or Holders of majority in aggregate principal amount of the Bonds then Outstanding and being indemnified to its satisfaction shall:

A. proceed to protect and enforce its rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, in the

Ground Lease or the Bonds, or in aid of the execution of any power herein or therein granted, or for the enforcement of any other appropriate legal or equitable remedy;

B. with respect to the Project Equipment, upon the occurrence and continuance of an Event of Default described in Clause D of Section 9.01 hereof, exercise any remedies available to a secured party under the Uniform Commercial Code as then in effect in the State of Minnesota; and

C. exercise any remedies available to the Trustee under any Collateral Documents.

Section 9.04 Application of Proceeds. The proceeds of sale of any part of the Trust Estate, or of the exercise of any other remedy hereunder or under the Ground Lease or any Collateral Document, together with any and all other sums then held by the Trustee as part of the Trust Estate, shall be applied as follows:

A. First: To the payment of the costs and expenses relating to the exercise of the remedial powers of the Trustee hereunder, including reasonable compensation of the Trustee, its agents and counsel, and of all outstanding fees, charges, expenses, liabilities and advances incurred or made by the Trustee, without negligence or willful misconduct, under this Indenture or in executing any trust or power hereunder or under any Collateral Document, and to the payment of all taxes, assessments or liens prior to the lien of this Indenture (including reasonable fees and disbursements of the Trustee), except any taxes, assessments or liens subject to which any sale or other disposition of the Trust Estate or part thereof shall have been made;

B. Second: To the payment of the whole amount then due and unpaid upon the Bonds then Outstanding for principal (and premium, if any) and interest, with interest at the respective rates prescribed in the Bonds of the several series on overdue principal (and premium, if any) and (to the extent that payment of such interest is enforceable under applicable law) on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the Bonds then Outstanding then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due (in lawful money of the United States of America) for principal, premium, if any, and interest, at the date fixed by the Trustee for the distribution of such proceeds;

C. Third: To the payment, in equal amounts, as applicable, of any unpaid Obligations (as defined in the Series 2024B Continuing Covenant Agreement) owing to the Series 2024B Original Purchaser and any unpaid Obligations (as defined in the Series 2025C Continuing Covenant Agreement) owing to the Series 2025C Original Purchaser; and

D. Fourth: The surplus, if any, shall be paid, first, to the holder of the Series 2026C Note the outstanding principal amount thereof and, thereafter, to the City, or to whosoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Section 9.05 Trustee May File Proofs of Claims. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the City or the property of the City, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the City for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

A. to file and prove a claim for the whole amount of principal, premium, if any, and interest owing and unpaid in respect of the Bonds then Outstanding and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondholders allowed in such judicial proceedings, and

B. to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Bondholder to make such payments to the Trustee, and, in the event that the Trustee shall consent to the making of such payments directly to the Bondholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements, and advances of the Trustee, its agents and counsel.

Section 9.06 Trustee May Enforce Claims Without Possession of Bonds. All rights of action and claims under this Indenture, the Bonds or any Collateral Document may be prosecuted and enforced by the Trustee without the possession of any of the Bonds or the production thereof in any proceedings relating thereto, and any such suit or proceedings instituted by the Trustee shall be brought in its name as trustee of an express trust, and any recovery of judgment shall, after provision for payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of Holders of the Bonds in respect of which such judgment has been recovered.

Section 9.07 Limitation on Suits. No Holder of any Bond shall have any right to institute any proceedings, judicial or otherwise, with respect to this Indenture or any Collateral Document or for the appointment of a receiver or trustee, or for any remedy hereunder or thereunder, unless:

A. such Holder shall previously have given written notice to the Trustee of a continuing Event of Default;

B. the Holder or Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;

C. such Holder or Holders shall have offered the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request;

D. the Trustee for 60 days after its receipt of such written request and offer of indemnity has failed to institute any such proceeding; and

E. no direction inconsistent with such written request has been given to the Trustee during such 60 day period by the Holder or Holders of a majority in principal amount of Bonds then Outstanding,

it being understood and intended that no one or more Holders of Bonds shall have any right, in any manner whatever, by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other Holders of Bonds or to obtain or seek to obtain priority or preferences over any other Holders of Bonds or to enforce any right under this Indenture, the Ground Lease or any Collateral Document, except in the manner herein provided and for the equal and ratable benefit of all the Holders of Bonds then Outstanding.

Section 9.08 Unconditional Right of Bondholders to Receive Principal, Premium and Interest. Notwithstanding any other provision in this Indenture, the Holder of any Bond shall have the right, which is absolute and unconditional, to receive payment of the principal of, premium, if any, and interest on such Bond on the respective Stated Maturities expressed in such Bond (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

Section 9.09 Restoration of Positions. If the Trustee or any Bondholder has instituted any proceeding to enforce any right or remedy under this Indenture or any Collateral Document, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Bondholder, then and in every such case the City, the Trustee and the Bondholders shall, subject to any determination in such proceeding, be restored to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Bondholders shall continue as though no such proceeding had been instituted.

Section 9.10 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other right or remedy, but every such right or remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or under any Collateral Document, or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder or under any Collateral Document, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 9.11 Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Holder of any Bond to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such default or an acquiescence therein. Every right and remedy given by this Article IX, or any Collateral Document, or by law, to the Trustee or to the Bondholders may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Bondholders, as the case may be.

Section 9.12 Control by Bondholders. The Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding shall have the right, during the continuance of an Event of Default,

A. to require the Trustee to proceed to enforce this Indenture or any Collateral Document, either by judicial proceedings for the enforcement of the payment of the Bonds or the enforcement of any other remedy; and

B. to direct 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 hereunder or any Collateral Document; provided that

(1) such direction shall not be in conflict with any rule of law or with this Indenture,

(2) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders not taking part in such direction, and

(3) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Section 9.13 Waiver of Past Defaults. Any Event of Default under Section 9.01(D) hereof shall be automatically waived, rescinded and annulled if the corresponding "Event of Default" under the Ground Lease shall be waived, rescinded and annulled pursuant to, and in accordance with the provisions of, the Ground Lease.

Section 9.14 Suits to Protect the Trust Estate and Other Property. The Trustee shall have power to institute and to maintain such proceedings as it may deem expedient to prevent any impairment of the Trust Estate by any acts which may be unlawful or in violation of this Indenture or any Collateral Document, and such suits and proceedings as the Trustee may deem expedient to protect its interests and the interests of the Bondholders in the Trust Estate and in the issues, profits, revenues and other income arising therefrom, including power to institute and maintain proceedings to restrain the enforcement of or compliance with any governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of, or compliance with, such enactment, rule or order would impair the security hereunder or thereunder or be prejudicial to the interest of the Bondholders or the Trustee.

Section 9.15 Rights of Ground Lessor. The Trustee agrees to provide the Ground Lessor copies of all notices the Trustee gives to the City under this Indenture, including but not limited to, any notices given pursuant to Section 9.01 of an Event of Default. The Trustee acknowledges and agrees that, if a cure period is available under Section 9.01 hereof, the Ground Lessor has the right, but not the obligation, to cure any Event of Default within the same number of days after receiving such notice as the City has hereunder.

ARTICLE X

THE TRUSTEE

Section 10.01 Certain Duties and Responsibilities.

A. Except during the continuance of an Event of Default,

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and any Collateral Document, and no implied covenants or obligations shall be read into this Indenture or any Collateral Document against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture and any Collateral Document; but in the case of any such certificates or opinions which by any provisions hereof or any Collateral Document are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture or any Collateral Document.

B. In case an Event of Default has occurred and is continuing, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and any Collateral Document, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of their own affairs.

C. No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(1) this subsection shall not be construed to limit the effect of subsection A of this Section 10.01;

(2) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(3) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in aggregate principal amount of the Bonds then 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 Indenture; and

(4) no provision of this Indenture, the Ground Lease or any Collateral Document shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder or thereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that

repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

D. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 10.01. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

Section 10.02 Notice of Event of Default. Within 10 days after the receipt of actual notice of any Event of Default hereunder, the Trustee shall transmit by mail to all Holders of Bonds, any Rating Agency then maintaining a rating on the Bonds, and to each Original Purchaser notice of such Event of Default hereunder known to the Trustee, unless such Event of Default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of, premium, if any, or interest on any Bond, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee or a trust committee of directors and/or Responsible Officers of the Trustee in good faith determine that the withholding of such notice is in the interest of the Bondholders.

Section 10.03 Certain Rights of Trustee. Except as otherwise provided in Section 10.01 hereof:

A. the Trustee may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond debenture, 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 request or direction of the City mentioned herein shall be sufficiently evidenced by a City Request or Order and any resolution of the City Council may be sufficiently evidenced by a City Resolution;

C. 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 (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon an Officer's Certificate;

D. the Trustee may consult with counsel and the written advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;

E. the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or any Collateral Document, at the request or direction of any of the Bondholders pursuant to this Indenture, unless such Bondholders shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;

F. the Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice,

request, direction, consent, order, bond, debenture or other paper or document, but the Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Trustee shall determine to make such further inquiry or investigation, it shall be entitled to examine the books, records and premises of the City, personally or by agent or attorney;

G. the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder, either directly or by or through agents or attorneys, and the Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder; and

H. the Trustee shall not be personally liable, in case of entry by it upon the Project, for debts contracted or liabilities or damages incurred in the management or operation of the Trust Estate.

Section 10.04 Not Responsible for Recitals or Issuance of Bonds. The recitals contained herein and in the Bonds and the Series 2026C Note, except the Trustee's certificate of authentication, shall not be taken as the statements of the Trustee, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value or condition of the Project or any part thereof, or as to the title of the City thereto or as to the security afforded thereby or hereby or as to the validity or sufficiency of this Indenture or of the Bonds or the Series 2026C Note.

Section 10.05 May Hold Bonds. The Trustee, any Paying Agent, or any other agent of the City, in its individual or any other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the City with the same rights it would have if it were not Trustee, Paying Agent, or such other agent.

Section 10.06 Money Held in Trust. Money held by the Trustee in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee shall be under no liability for interest on any money received by it hereunder except as otherwise agreed with the City.

Section 10.07 Compensation and Reimbursement.

A. The City shall make payments to the Trustee, within 10 Business Days of written notification that payment is due, all reasonable fees of the Trustee for services rendered under this Indenture and all reasonable fees and charges of Paying Agents, counsel, accountants, engineers and others incurred in the performance on request of the Trustee of services under this Indenture for which the Trustee and such other persons are entitled to payment or reimbursement, provided that the City may, without creating a default hereunder, contest in good faith the reasonableness of any such fees or expenses other than the Trustee's or any Paying Agent's fees for ordinary services as set forth in this Indenture.

B. The City shall indemnify the Trustee against, all liabilities, losses, damages, costs and expenses (including attorneys' fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of any nature arising from:

(1) any injury to or death of any person or damage to property in or upon the Project, or growing out of or connected with the use, non-use, condition or occupancy of the Project or a part thereof;

(2) violation of any agreement, warranty, covenant or condition of this Indenture, except by the Trustee;

(3) violation of any contract, agreement or restriction by the City relating to the Project;

(4) violation of any law, ordinance, regulation or court order affecting the Project or a part thereof or the ownership, occupancy or use thereof; or

(5) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Arbitrage Certificate" or similar document furnished by the City to the Trustee which, at the time made, is misleading, untrue or incorrect in any material respect;

(6) any statement or information contained in the Official Statement furnished to purchasers of the Bonds that is untrue or incorrect in any material respect, and any omission from such Official Statement of any statement or information which should be contained therein for the purpose for which the same is to be used or which is necessary to make the statements therein not misleading in any material respect; or

(7) the acceptance or administration of this Indenture or any Collateral Document.

C. The Trustee shall, except as to those moneys and/or Government Obligations held by the Trustee for the payment of any specified series of Bonds which are no longer deemed to be Outstanding under the provisions of Article VII hereof, be secured under this Indenture by a lien prior to the Bonds; and for the payment of such compensation, expenses, reimbursements and indemnity the Trustee shall have the right to use and apply any Trust Moneys, except those moneys and/or Governmental Obligations held by the Trustee pursuant to Article VII hereof as aforesaid, held by it under Article VI hereof. The provisions of this Section 10.07 shall survive the retirement and payment of the Bonds and any resignation or removal of the Trustee.

Section 10.08 Corporate Trustee Required: Eligibility. There shall at all times be a Trustee hereunder which shall be a corporation or national banking association organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least $10,000,000, subject to supervision or examination by a federal or state authority. If such corporation publishes reports of condition at least annually, pursuant to law or to the requirements of the aforesaid supervising or examining authority, then for the purposes of this Section 10.08 the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee

shall cease to be eligible in accordance with the provisions of this Section 10.08, it shall resign immediately in the manner and with the effect hereinafter specified in this Article X.

Section 10.09 Resignation and Removal: Appointment of Successor.

A. No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to this Article X shall become effective until the acceptance of appointment by the successor Trustee under Section 10.10 hereof.

B. The Trustee may resign at any time by giving written notice thereof to the City. If an instrument of acceptance by a successor Trustee shall not have been delivered to the Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee.

C. If the Trustee has or shall acquire any conflicting interest the Trustee shall, within 90 days after ascertaining that it has such conflicting interest, either eliminate such conflicting interest or resign.

D. The Trustee may be removed at any time by Act of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, delivered to the Trustee and to the City.

E. If at any time:

(1) the Trustee shall cease to be eligible under Section 10.08 hereof and shall fail to resign after written request therefor by the City, or by any such Bondholder, or

(2) 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, (i) the City by a City Resolution may remove the Trustee, or (ii) any Bondholder who has been a bona fide Holder of a Bond for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

F. If the Trustee shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for any cause, the City, by a City Resolution, shall promptly appoint a successor Trustee. In case all or substantially all of the Trust Estate shall be in the possession of a receiver or trustee lawfully appointed, such receiver or trustee, by written instrument, may duly appoint a successor to fill a vacancy until a new Trustee shall be so appointed by the Bondholders. If, within one (1) year after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee shall be appointed by Act of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding delivered to the City, the retiring Trustee, the successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede the successor Trustee appointed by the City. If no successor Trustee shall have been so appointed by the City or the Bondholders and

accepted appointment in the manner hereinafter provided, any Bondholder who has been a bona fide Holder of a Bond for at least six (6) months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee.

G. The City shall give notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by mailing written notice of such event by first-class mail, postage prepaid, to the Holders of Bonds at their addresses as shown in the Bond Register. Each notice shall include the name of the successor Trustee and the address of its principal corporate trust office.

Section 10.10 Acceptance of Appointment by Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to the City and to the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on request of the City or the successor Trustee, such retiring Trustee shall, upon payment of its charges, execute and deliver an instrument or instruments, prepared by or on behalf of the City or the successor Trustee and at their expense, transferring to such successor Trustee all the rights, powers, and trusts of the retiring Trustee in and to all property and money held by such retiring Trustee hereunder, subject nevertheless to its lien, if any, provided for in Section 9.04. Upon request of any such successor Trustee, the City shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee shall be qualified and eligible under this Article X, to the extent operative.

Section 10.11 Merger, Conversion, Consolidation or Successor to Business. Any corporation into which the Trustee may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article X, to the extent operative, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Bonds shall have been authenticated, but not delivered, by the Trustee then, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Bonds so authenticated with the same effect as if such successor Trustee had itself authenticated such Bonds.

Section 10.12 Co-trustees and Separate Trustees. At any time or times, for the purpose of meeting any legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the City and the Trustee shall have power to appoint, and, upon the request of the Trustee or of the Holder or Holders of at least 25% in aggregate principal amount of the Bonds then Outstanding, the City shall for such purpose join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint one or more persons approved by the Trustee either to act as co-trustee, jointly with the

Trustee, of all or any part of the Trust Estate, or to act as separate trustee of any such property, in either case with such powers as may be provided in the instrument of appointment, and to vest in such Person or Persons, in the capacity aforesaid, any property, title, right or power deemed necessary or desirable, subject to the other provisions of this Section 10.12. If the City does not join in such appointment within 15 days after the receipt by it of a request so to do, or in case a default has occurred and is continuing, the Trustee alone shall have power to make such appointment.

Should any written instrument from the City be required by any co-trustee or separate trustee so appointed for more fully confirming to such co-trustee or separate trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the City.

Every co-trustee or separate trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms, namely:

A. The Bonds shall be authenticated and delivered and all rights, powers, duties and obligations hereunder in respect of the custody of securities, cash and other personal property held by or required to be deposited or pledged with the Trustee hereunder shall be exercised solely by the Trustee.

B. The rights, powers, duties and obligations conferred or imposed upon the Trustee in respect of such property shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and each co-trustee or separate trustee jointly, as shall be provided in the instrument appointing such co-trustee or separate trustee, except to the extent that, under the law of any jurisdiction in which any particular act is to be performed, the Trustee shall be incompetent or unqualified to perform such act, in which event such rights, powers, duties and obligations shall be exercised and performed by such co-trustee or separate trustee.

C. The Trustee at any time, by an instrument in writing, with the concurrence of the City evidenced by a City Resolution, may accept the resignation of or remove any co-trustee or separate trustee appointed under this Section 10.12, and, in case a default has occurred and is continuing, the Trustee shall have power to accept the resignation of or remove any such co-trustee or separate trustee without the concurrence of the City. Upon the written request of the Trustee, the City shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to effectuate such resignation or removal. A successor to any co-trustee or separate trustee so resigned or removed may be appointed in the manner provided in this Section 10.12.

D. No co-trustee or separate trustee hereunder shall be personally liable by reason of any act or omission of the Trustee, or any other trustee hereunder.

E. Any Act of Bondholders delivered to the Trustee shall be deemed to have been delivered to each such co-trustee and separate trustee.

Upon the acceptance in writing of such appointment by any such co-trustee or separate trustee, he, she or it shall be vested with the estates or property specified in the instrument

of appointment, jointly with the Trustee (except insofar as local law makes it necessary for any such co-trustee or separate trustee to act alone), subject to all the terms of this Indenture. Every such acceptance shall be filed with the Trustee. Any co-trustee or separate trustee may, at any time by an instrument in writing, constitute the Trustee its or his attorney-in-fact and agent, with full power and authority to do all acts and things and to exercise all discretion on his, her or its behalf.

In case any co-trustee or separate trustee shall die, become incapable of acting, resign or be removed, all the property, titles, rights and powers of such co-trustee or separate trustee, so far as permitted by law, shall vest in and be exercised by the Trustee without the appointment of a new trustee as successor to such co-trustee or separate trustee.

The provisions of Sections 10.01 and 10.03 shall be applicable to any co-trustee or separate trustee appointed under this Section 10.12.

ARTICLE XI

BONDHOLDERS' MEETINGS

Section 11.01 Purposes for Which Bondholders' Meetings May Be Called. A meeting of Bondholders may be called at any time and from time to time pursuant to this Article XI for any of the following purposes:

A. to give any notice to the City or the Trustee, or to give any directions to the Trustee, or to consent to the waiving of any default hereunder and its consequences, or of any default under the Ground Lease and its consequences, or to take any other action authorized to be taken by Bondholders pursuant to Article IX hereof;

B. to remove the Trustee and appoint a successor trustee pursuant to Article X hereof;

C. to consent to the execution of any amendment to the Ground Lease or any Collateral Document, or a Supplemental Indenture pursuant to Article XIII hereof; or

D. to take any other action authorized to be taken by or on behalf of the Holders of any specified aggregate principal amount of the Bonds under any other provision of this Indenture or under applicable law.

Section 11.02 Place of Meetings of Bondholders. Meetings of Bondholders may be held at such place or places as the Trustee or, in case of its failure to act, the City or the Bondholders calling the meeting, shall from time to time determine.

Section 11.03 Call and Notice of Bondholders' Meetings.

A. The Trustee may at any time call a meeting of Bondholders to be held at such time and at such place as the Trustee shall determine. Notice of every meeting of Bondholders, setting forth the time and the place of such meeting and in general terms the action proposed to be taken at such meeting, shall be mailed, first class, postage prepaid, to each Holder of Bonds not less than 20 days prior to the date fixed for such meeting. Any failure of the Trustee to mail such notice to any particular Bondholder, or any defect therein shall not, however, in any way impair or affect the validity of any such meeting or notice given to other Bondholders.

B. In case at any time the City, pursuant to a City Resolution, or the Holders of at least 10% in aggregate principal amount of the Bonds then Outstanding, shall have requested the Trustee to call a meeting of the Bondholders, by written request setting forth in reasonable detail the action proposed to be taken at the meeting, and the Trustee shall not have mailed the notice of such meeting within 20 days after receipt of such request, then the City or the Holders of Bonds in the amount above specified may determine the time and the place in the location designated in Section 11.02 hereof for such meeting and may call such meeting to take any action authorized in Section 11.01 hereof by giving notice thereof as provided in subsection A of this Section 11.03.

Section 11.04 Persons Entitled to Vote at Bondholders' Meetings. To be entitled to vote at any meeting of Bondholders, a Person shall be (i) a Holder of one or more Bonds, or (ii) a Person appointed by an instrument in writing as proxy for a Holder or Holders of Bonds by such Holder or Holders. The only Persons who shall be entitled to be present or to speak at any meeting of Bondholders shall be the Persons entitled to vote at such meeting and their counsel and any representatives of the Trustee and its counsel and any representative of the City and its counsel.

Section 11.05 Determination of Voting Rights: Conduct and Adjournment of Meetings.

A. Notwithstanding any other provisions of this Indenture, the Trustee may make such reasonable regulations as it may deem advisable for any meeting of Bondholders in regard to proof of the holding of Bonds and of the appointment of proxies and in regard to the appointment and duties of inspectors of votes, the submission and examination of proxies, certificates and other evidence of the right to vote, and such other matters concerning the conduct of the meeting as it shall deem appropriate. Except as otherwise permitted or required by any such regulations, the holding of Bonds shall be proved in the manner specified in Section 1.04 hereof and the appointment of any proxy shall be proved in the manner specified in Section 1.04 hereof. Such regulations may provide that written instruments appointing proxies, regular on their face, may be presumed valid and genuine without the proof specified in Section 1.04 hereof or other proof.

B. The Trustee shall, by an instrument in writing, appoint a temporary chairman of the meeting, unless the meeting shall have been called by the City or by Bondholders as provided in subsection B of Section 11.03 hereof, in which case the City or the Bondholders calling the meeting, as the case may be, shall in like manner appoint a temporary chairman. A permanent chairman and a permanent secretary of the meeting shall be elected by vote of the Holders of a majority of the Bonds represented at the meeting and entitled to vote.

C. At any meeting each Bondholder or proxy shall be entitled to one vote for each $5,000 principal amount, or fraction thereof, of Outstanding Bonds held or represented by him; provided, however, that no vote shall be cast or counted at any meeting in respect of any Bond challenged as not Outstanding and ruled by the chairman of the meeting to be not Outstanding. The chairman of the meeting shall have no right to vote, except as a Bondholder or proxy.

D. At any meeting of Bondholders, the presence of Persons holding or representing Bonds in an aggregate principal amount sufficient under the appropriate provision of this Indenture to take action upon the business for the transaction of which such meeting was called shall constitute a quorum. Any meeting of Bondholders duly called pursuant to Section 10.03 hereof may be adjourned from time to time by vote of the Holders (or proxies for the Holders) of a majority of the Bonds represented at the meeting and entitled to vote, whether or not a quorum shall be present; and the meeting may be held as so adjourned without further notice.

Section 11.06 Counting Votes and Recording Action of Meetings. The vote upon any resolution submitted to any meeting of Bondholders shall be by written ballots on which shall be subscribed the signatures of the Holders of Bonds or of their representatives by proxy and the

serial number or numbers of the Bonds held or represented by them. The permanent chairman of the meeting shall appoint two (2) inspectors of votes who shall count all votes cast at the meeting for or against any resolution and who shall make and file with the secretary of the meeting their verified written reports in duplicate of all votes cast at the meeting. A record, at least in duplicate, of the proceedings of each meeting of Bondholders shall be prepared by the secretary of the meeting and there shall be attached to said record the original reports of the inspectors of votes on any vote by ballot taken thereat and affidavits by one or more persons having knowledge of the facts setting forth a copy of the notice of the meeting and showing that said notice was published or mailed as provided in Section 10.03 hereof. Each copy shall be signed and verified by the affidavits of the permanent chairman and secretary of the meeting and one such copy shall be delivered to the City and another to the Trustee to be preserved by the Trustee, the latter to have attached thereto the ballots voted at the meeting. Any record so signed and verified shall be conclusive evidence of the matters therein stated.

Section 11.07 Revocation by Bondholders. At any time prior to (but not after) the evidencing to the Trustee, in the manner provided in Section 1.04 hereof, of the taking of any action by the Holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action, any Holder of a Bond, the serial number of which is included in the Bonds, the Holders of which have consented to such action may, by filing written notice with the Trustee at its principal office and upon proof of holding as provided in Section 1.04 hereof, revoke such consent so far as concerns such Bond. Except as aforesaid any such consent given by the Holder of any Bond shall be conclusive and binding upon such Holder and upon all future Holders and owners of such Bond and of any Bond issued in exchange therefor or in lieu thereof, irrespective of whether or not any notation in regard thereto is made upon such Bond. Any action taken by the Holders of the percentage in aggregate principal amount of the Bonds specified in this Indenture in connection with such action shall be conclusively binding upon the City, the Trustee and the Holders of all the Bonds.

ARTICLE XII

SUPPLEMENTAL INDENTURES

Section 12.01 Supplemental Indentures Without Consent of Bondholders. Without the consent of the Bondholders, the City and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental hereto, in form satisfactory to the Trustee, for any one of the following purposes:

A. To correct or amplify the description of the Trust Estate, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the lien of this Indenture, or to subject to the lien of this Indenture additional property, or to subject to the lien and pledge of this Indenture additional revenues, properties or collateral; or

B. To add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of issue, authentication and delivery of Bonds or of any series of Bonds, as herein set forth, other conditions, limitations and restrictions thereafter to be observed; or

C. To provide for the creation of any series of Additional Bonds, as provided in, and subject to the conditions and requirements of, Article V hereof; or

D. To provide for the exchange of Bonds of one series for Bonds of another series, or the exchange of Bonds of one denomination or kind for Bonds of another denomination or kind of the same series; or

E. To modify or eliminate any of the terms of this Indenture; provided, however, that:

(1) any such modifications or eliminations shall be expressly provided in such Supplemental Indenture to become effective only when there are no Bonds Outstanding of any series created prior to the execution of such Supplemental Indenture; and

(2) the Trustee may, in its discretion, decline to enter into any such Supplemental Indenture which, in its opinion, may not afford adequate protection to the Trustee when the same becomes effective; or

F. To add to the covenants of the City, for the benefit of the Holders of the Bonds or of any series of Bonds, or to surrender any right or power herein conferred upon the City; or

G. To cure any ambiguity, to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture which shall not be inconsistent with the provisions of this Indenture, provided such action shall not in the good faith

judgment of the Trustee materially adversely affect the interests of the Holders of the Bonds then Outstanding.

Section 12.02 Supplemental Indentures With Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds of all series Outstanding which are affected by such Supplemental Indenture, by Act of said Holders delivered to the City and the Trustee, the City, when authorized by a City Resolution and the Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of the Bonds under this Indenture; provided, however, that no such Supplemental Indenture shall, without the consent of the Holder of each Outstanding Bond affected thereby,

A. change the Stated Maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change the coin or currency in which any Bond or the premium or interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or

B. reduce the percentage in principal amount of the Outstanding Bonds the consent of whose Holders is required for any such Supplemental Indenture, or the consent of whose Holders is required for any waiver (of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences) provided for in this Indenture, or

C. modify any of the provisions of this Section 12.02 hereof, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Bond affected thereby.

For all purposes of this Section 12.02, Bonds shall be deemed to be "affected" by a Supplemental Indenture if such Supplemental Indenture adversely affects or diminishes the rights of Holders thereof against the City or the Trust Estate. The Trustee may in its discretion determine whether any Bonds would be affected by any Supplemental Indenture and any such determination shall be conclusive upon the Holders of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for any Act of Bondholders under this Section 12.02 to approve the particular form of any proposed Supplemental Indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Section 12.03 Execution of Supplemental Indentures. In executing or accepting the additional trust permitted by this Article XII or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Section 10.01 hereof) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such Supplemental Indenture is authorized or permitted by this Indenture. The Trustee may, but shall

not be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 12.04 Effect of Supplemental Indentures. Upon the execution of any Supplemental Indenture under this Article XII, this Indenture shall be modified in accordance therewith, and such Supplemental Indenture shall form a part of this Indenture for all purposes and every Holder of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 12.05 Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution of any Supplemental Indenture pursuant to the provisions of this Article XII may, and shall, if required by the Trustee, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the City shall so determine, new Bonds so modified as to conform in the opinion of the Trustee and the City to any such Supplemental Indenture may be prepared and executed by the appropriate officials of the City Council and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

Section 12.06 Notice to Rating Agency. Any rating agency rating the Bonds must receive notice of each supplement to this Indenture and a copy thereof at least 15 Business Days in advance of its execution or adoption.

ARTICLE XIII

AMENDMENT OF GROUND LEASE
AND ANY COLLATERAL DOCUMENT

Section 13.01 Amendment to Ground Lease and Collateral Document Without Consent of Bondholders. Without the consent of the Holders of any Bonds, the Trustee, at any time and from time to time, may consent to one or more amendments to the Ground Lease, and may enter into one or more amendments or supplements to any Collateral Document, in form satisfactory to the Trustee, for any of the following purposes:

A. To correct or amplify the description of any property at any time subject to the Ground Lease or any Collateral Document, or better to assure, convey and confirm unto the Trustee any property subject or required to be subject to the Ground Lease or any Collateral Document, or to subject to the Ground Lease, or any Collateral Document, additional property; or

B. To add to the conditions, limitations and restrictions of the City in the Ground Lease or any Collateral Documents other conditions, limitations and restrictions thereafter to be observed; or

C. To consent to the creation of any series of Additional Bonds, as provided in Article V hereof; or

D. To modify or eliminate any of the terms of the Ground Lease or any Collateral Document; provided, however, that:

(1) any such modifications or elimination shall be expressly provided in such amendment to the Ground Lease or any Collateral Document to become effective only when there are no Bonds Outstanding of any series created prior to the execution of such amendment to the Ground Lease or any Collateral Document; and

(2) the Trustee may, in its discretion, decline to enter into any such amendment which, in its opinion, may not afford adequate protection to the Trustee when the same becomes effective; or

E. To evidence the succession of another corporation to the City, and the assumption by any such successor of the covenants of the City contained in the Ground Lease and any Collateral Document, or to evidence the succession of any successor Trustee under the provisions of Article X hereof; or

F. To add any property or other right to the lien of the Ground Lease or any Collateral Document, or to release any property (or undivided interest therein) or other right from the Ground Lease or any Collateral Document when made in accordance with, and subject to the provisions of, the Ground Lease or any Collateral Document; or

G. To cure any ambiguity, to correct or supplement any provision of the Ground Lease or any Collateral Document that may be inconsistent with any other provision of the Ground Lease or any Collateral Document, or to make any other provisions with respect to matters or questions arising under the Ground Lease or any Collateral Document, provided such action shall not in the good faith judgment of the Trustee materially adversely affect the interests of the Holders of the Bonds.

Section 13.02 Amendment to Ground Lease or Collateral Document With Consent of Bondholders. With the consent of the Holders of not less than a majority in aggregate principal amount of the Bonds of all series then Outstanding which are affected by such amendment to the Ground Lease or any Collateral Document, by act of said Holders delivered to the City and the Trustee, the City, when authorized by a City Resolution, and the Trustee may enter into an amendment or amendments to the Ground Lease or an amendment or amendments or a supplement or supplements to any Collateral Document for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Ground Lease or any Collateral Document; provided, however, that no such amendment shall, without the consent of the Holder of each Outstanding Bond affected thereby,

A. modify any of the provisions of the Ground Lease or any Collateral Document to eliminate the requirement that the Trustee consent to every amendment thereto, or

B. release from the lien of any Collateral Document any of the property secured thereby except as expressly permitted by such Collateral Document.

For all purposes of this Section 13.02, Bonds shall be deemed to be "affected" by an amendment if such amendment adversely affects or diminishes the rights of Holders thereof to be assured of the payment of principal of, premium, if any, and interest on the Bonds. The Trustee may in its discretion determine whether or not any Bonds would be affected by any amendment and any such determination shall be conclusive upon the Holders of all Bonds, whether theretofore or thereafter authenticated and delivered hereunder. The Trustee shall not be liable for any such determination made in good faith.

It shall not be necessary for the Bondholders under this Section 13.02 to approve the particular form of any proposed amendment or supplement to the Ground Lease or any Collateral Document, but it shall be sufficient if the Bondholders shall approve the substance thereof.

Section 13.03 Consent to Amendments. In consenting to an amendment to the Ground Lease or the execution of an amendment or supplement to any Collateral Document permitted by this Article XIII, the Trustee shall be entitled to receive, and (subject to Section 10.01 hereof) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such consent or amendment or supplement is authorized or permitted by this Indenture. The Trustee may, but shall not be obligated to, enter into any such consent or amendment or supplement that affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

ARTICLE XIV

REDEMPTION

Section 14.01 Right of Redemption. Except as provided herein with respect to the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, and the Series 2026C Note, as to which the redemption and prepayment provisions specified therein and in Article IV shall apply and the provisions specified in this Article XIV do not apply, or as provided in a Supplemental Indenture with respect to any Additional Bonds, the Bonds of any series are subject to redemption as provided in this Article XIV and in the Supplemental Indenture creating such series.

Bonds which are redeemable before their Stated Maturity shall be redeemed in accordance with their terms, this Indenture, and (except as otherwise provided with respect to the Bonds of any particular series by the provisions of a Supplemental Indenture creating such series) in accordance with this Article XIV.

Section 14.02 Election to Redeem; Notice to Trustee. The election of the City to redeem any Bonds shall be evidenced by a City Order. In case of any redemption at the election of the City of less than all of the Outstanding Bonds of any series, the City, shall, at least 45 days prior to the Redemption Date fixed by the City (unless a shorter notice shall be satisfactory to the Trustee), notify the Trustee of such Redemption Date and of the principal amount of Bonds of such series to be redeemed. Any redemption of Bonds made in accordance with sinking fund redemption provisions of a Supplemental Indenture shall not require any action by the City.

Section 14.03 Selection by Trustee of Bonds to be Redeemed. If less than all of the Outstanding Bonds of any series are to be redeemed, the particular Bonds to be redeemed shall be selected by the Trustee from the Outstanding Bonds of that series not previously called for redemption, randomly (or, in the case of a redemption pursuant to Section 4.03 hereof or the applicable provision or provisions of any Supplemental Indentures, as provided therein) in such manner as the Trustee shall deem fair and appropriate and which may provide for the selection for redemption of portions of the principal of Bonds in the denomination larger than $5,000 or the smallest authorized denomination of the Bonds of that series or an integral multiple thereof.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal of such Bond which has been or is to be redeemed.

Section 14.04 Notice of Redemption. Notice of redemption shall be mailed first class, postage prepaid, not less than 30 days prior to the Redemption Date, to each Holder of Bonds to be redeemed; but, neither failure to give notice by mail, nor defect in any notice so mailed, shall affect the validity of the proceedings for the redemption of any Bond not affected by such failure or defect. If required by Minnesota law, the City shall direct the Trustee to also publish the notice of redemption.

All notices of redemption shall state:

A. the Redemption Date,

B. the Redemption Price,

C. the principal amount of Bonds of each series to be redeemed, and, if less than all Outstanding Bonds of a series are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Bonds of such series to be redeemed,

D. that on the Redemption Date, the Redemption Price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue on and after such date,

E. the place or places where such Bonds are to be surrendered for payment of the Redemption Price, and

F. if it be the case, that such Bonds are to be redeemed by the application of certain specified Trust Moneys or for certain specified reasons.

Section 14.05 Deposit of Redemption Price. If provision for payment of the Bonds to be redeemed has not otherwise been made in accordance with the provisions of this Indenture, the City shall deposit with the Trustee, on or before the Redemption Date in immediately available funds, an amount of money sufficient to pay the Redemption Price of all the Bonds to be redeemed on that date.

Section 14.06 Bonds Payable on Redemption Date. Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified and on and after such date (unless the City shall default in the payment of the Redemption Price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with such notice, such Bond shall be paid at the Redemption Price. Installments of interest whose Stated Maturity is on or prior to the Redemption Date shall continue to be payable to the Holders thereof.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate borne by the Bond.

Section 14.07 Bonds Redeemed in Part. Any Bond which is to be redeemed only in part shall be surrendered to the Trustee (with, if the City or the Trustee so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the City and the Trustee duly executed by, the Holder thereof or his attorney duly authorized in writing), and the appropriate officials of the City shall execute and the Trustee shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series, of any authorized denomination or denominations, having the same Stated Maturity and interest rate as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered. The provisions of this Section shall not apply to the Series 2016B Bond, the Series 2024B Bond, the Series 2025C Bond, or the Series 2026C Note.

Section 14.08 Redemption of All Bonds. Upon the occurrence of certain events and upon certain terms and conditions described in Section 4.02(e), the City is permitted to prepay the Bonds. In any such event, upon compliance with the provisions of Section 4.02(e), the Trustee shall forthwith fix a date of redemption for all Outstanding Bonds, which date shall be the earliest practicable date for any series of Outstanding Bonds which will occur after notice of such redemption shall have been given in accordance with Section 14.04 hereof.

IN WITNESS WHEREOF, the CITY OF NORTHFIELD, MINNESOTA, and COMPUTERSHARE TRUST COMPANY, N.A., as Trustee, have caused this Fifth Amended and Restated Indenture of Trust to be executed in their respective corporate names, and attested by their duly authorized officers, and have caused their corporate seals to be hereunto affixed, all as of the day and year first written above.

CITY OF NORTHFIELD, MINNESOTA

By_____
Mayor

By_____
Clerk

COMPUTERSHARE TRUST COMPANY, N.A., as Trustee

By_____
Its_____

EXHIBIT A

DESCRIPTION OF LAND

Lot 1, Block 1, and Outlot A, St. Olaf College North Avenue Development, Dakota County, Minnesota

PERMITTED ENCUMBRANCES

1. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

2. Real estate taxes payable in the second half of 2016 and thereafter.

3. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.

4. Rights of City of Northfield as shown in City of Northfield Right-of-Way Map No. 2, filed August 9, 2001, as document No. 1800470.

5. Ground Lease by and between St. Olaf College, a Minnesota nonprofit corporation and City of Northfield, dated November 17, 1999 and filed November 28, 2001 as Document No. 1834253.

6. Easement for public pathway purposes, in favor of the City of Northfield, a Minnesota municipal corporation, as created in document dated July 9, 2002, filed August 19, 2002, as Document No. 1927237.

7. Terms and conditions of Northfield Zoning Board of Appeals Resolution #2002-09 dated October 15, 2002, filed November 25, 2002, as Document No. 1964322.

8. Terms and conditions of St. Olaf College North Avenue Development Subdivision Agreement/Final Development Plan dated August 9, 2001, filed October 8, 2001, as Document No. 1818396.

9. The [Series 2026C Mortgage].

EXHIBIT B
FORM OF SERIES 2016B BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF DAKOTA AND RICE
CITY OF NORTHFIELD
HOSPITAL REVENUE REFUNDING BOND,
SERIES 2016B

No. R-1 $2,625,000

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE
2.56%	August 1, 2031	August 5, 2016

The City of Northfield, Minnesota, a municipality organized and existing under the Constitution, laws of the State of Minnesota and Charter of the City (hereinafter called the "City"), for value received, hereby promises to pay to The First National Bank of Northfield, a national banking association (the "Holder"), from the source and in the manner hereinafter provided, the principal sum of TWO MILLION SIX HUNDRED TWENTY-FIVE THOUSAND and no hundredths DOLLARS ($2,625,000), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof until paid or otherwise discharged at the rate of 2.56% per annum, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

Principal of and accrued interest on this Bond shall be payable on the 1st day of each month (each a "Payment Date") commencing September 1, 2016 and continuing through August 1, 2031 (the "Maturity Date") in 179 equal monthly installments of $17,575.00 each plus a final installment of $17,019.55 (or the actual remaining Principal Balance and accrued interest on the Maturity Date). Payments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance. If any Payment Date should not be a Business Day (as defined in the Indenture referred to below), such payment shall be made on the next succeeding Business Day, without additional interest accruing thereon for the period after such Payment Date (whether or not such next succeeding Business Day occurs in a succeeding month) and such payment shall be treated as if received on the Payment Date.

This Bond is issued under an Amended and Restated Indenture of Trust, dated as of August 1, 2016 (the "Indenture"), by and between the City and Wells Fargo Bank, National Association, in Minneapolis, Minnesota, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture).

Upon the failure to pay the principal of or interest on this Bond when due or upon the occurrence of any Event of Default, as defined in the Indenture, interest on the Principal Balance shall accrue, from the date on which the Holder notifies the Borrower in writing of such Event of Default, at a rate per annum equal to the sum of the interest rate otherwise payable hereunder plus (a) 400 basis points, in the case of a monetary Event of Default; or (b) 200 basis points, in the case of a non-monetary Event of Default under the Indenture ("Default Rate"). A late payment fee in an amount equal to 5% of the delinquent amount shall be paid with respect to all payments not made within 10 days of the date due; provided however, that such late payment fee does not apply to any amounts due by reason of acceleration.

Upon a Determination of Taxability, as defined below, this Bond shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in below, shall be adjusted to an interest rate per annum equal to the then current Initial Rate or Adjusted Rate divided by .65 (the "Taxable Rate"). Any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment shall be payable on the 1st day of the following month along with regularly scheduled principal payment and interest accruing from the previous payment date at the Taxable Rate. The interest rate as adjusted shall remain in effect through and including the Maturity Date. Notwithstanding anything to the contrary in the Indenture or this Bond, a Determination of Taxability will not constitute an Event of Default with respect to this Bond. For the purpose of this paragraph, a "Determination of Taxability" shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision, judgment or order of a court of competent jurisdiction, or a enactment of federal legislation which holds or provides in effect that the interest payable on this Bond is included, for federal income tax purposes under Section 103 of the Code in the gross income of the Holder hereof for any reason, if the period, if any, for contest or appeal of such action, ruling or decision by the City or the Holder or any other interested party has expired without any such contest or appeal having been properly instituted by the City, the Holder or any other interested party. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Holder nor the City shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on this Bond becomes includible in the gross income of the Holder hereof for federal income tax purposes.

This Bond (the "Series 2016B Bond") is issued in the principal amount of $2,625,000 to acquire, construct and equip improvements, additions, extensions, renewals or replacements to the City's existing hospital facilities (the "Hospital") including without limitation improvements to the urgent care center and the obstetrics unit. Reference is made to the Indenture, copies of which are on file with the Trustee, for a complete description of the agreements and covenants contained therein and a description of the trust estate pledged thereby.

This Bond is issued and secured on a parity with the City's existing Series 2015B Bond (as defined in the Indenture), issued on December 29, 2015, and the City's Series 2016A Bonds issued simultaneously herewith (both as defined in the Indenture) and the Indenture permits the City to issue additional bonds upon the terms set forth therein, which bonds, if issued, would be secured on a parity with the Series 2015B Bond, the Series 2016A Bond and this Series 2016B

Bond (collectively, the "Bonds") by the Net Revenues and Trust Estate pledged under and defined in the Indenture

This Series 2016B Bond is issued pursuant to and in full compliance with the City's Charter and the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 447.45 to 447.50, inclusive, as amended, and pursuant to the Indenture. This Series 2016B Bond is not a general obligation of the City and the taxing power of the City is not pledged to the payment of this Series 2016B Bond or the interest thereon. This Series 2016B Bond is a limited obligation of the City. Principal of, premium, if any, and interest on this Series 2016B Bond are payable solely out of the Net Revenues of the Hospital (together with certain proceeds of this Series 2016B Bond, except as otherwise provided therein, the net proceeds of insurance claims or condemnation awards or amounts realized from the sale or other disposition of the Trust Estate pursuant to the Indenture). The pledge of Net Revenues to the payment of Bonds is a first and prior lien on the Net Revenues. No Holder of this Series 2016B Bond shall ever have the right to compel any exercise of the full faith and credit and taxing power of the City to pay this Series 2016B Bond or the interest hereon, or to enforce payment thereof against any property of the City other than Net Revenues. The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of, premium, if any, or interest on this Series 2016B Bond or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither this Series 2016B Bond nor any of the agreements or obligations of the City relating thereto shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota (the "Counties") or the City within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, Counties or City. The issuance of this Series 2016B Bond does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation.

Additional bonds with a parity or subordinate lien to the lien of the Bonds on the Net Revenues of the Hospital may be issued by the City as provided in the Indenture.

This Series 2016B Bond is subject to redemption at the option of the City prior to the Maturity Date in whole on any date, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount thereof plus accrued interest to the date of redemption upon the occurrence of any of the following events: (1) the Hospital Facilities (as defined in the Indenture) shall have been damaged or destroyed to such extent that, in the reasonable opinion of the City, the completion time for the repair and restoration thereof will exceed six months, or (2) there occurs the condemnation of all or substantially all of the Hospital Facilities or the taking by eminent domain of such use or control of the Hospital Facilities so as to render the Hospital Facilities unsatisfactory for this intended use for a period of at least 90 days.

This Series 2016B Bond is subject to redemption at the option of the City, in whole or in part, on any date, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, plus a prepayment premium (the "Prepayment Premium") as set forth in Attachment 1 attached hereto.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed Outstanding under the provisions of the Indenture.

If provision is made for the payment of principal of, premium, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed Outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture and shall thereafter be payable solely from the funds provided for such payment.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds at any time with the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding which are affected by such amendment or modification. The Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Holders of all the Bonds, to waive compliance by the City with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such Holder and on all future Holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to a default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register upon surrender of this Bond for transfer to the Trustee as Bond Registrar duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon a new Bond of the same series, for the same aggregate principal amount and of the same stated maturity and interest rate will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City or Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Trustee and any agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes whether or not this Bond is overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

This Series 2016B Bond has been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Bond and the issue of which it is a part do exist, have happened and have been performed in regular and due form as required by law, and that the issuance of this Bond and the series of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional, statutory or charter limitation of indebtedness.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized representatives, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Northfield, Dakota and Rice Counties, Minnesota, has caused this Bond to be executed in its behalf by the manual signatures of its Mayor and its City Clerk, the corporate seal of the City having been intentionally omitted as permitted by law, dated as of the date of issuance set forth above.

CITY OF NORTHFIELD, MINNESOTA

_____
Mayor

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the series designated therein referred to in the within mentioned Indenture.

Computershare Trust Company, National Association, as Trustee

By_____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

Attachment 1

Prepayment Provisions

A repayment fee shall apply to the then outstanding principal amount being prepaid as follows:

City acknowledges that the loan evidenced by this Series 2016B Bond was made at the interest rate set forth therein (the "Loan Rate") by the Series 2016B Original Purchaser (as defined in the Indenture) on the basis and assumption that the Series 2016B Original Purchaser would receive the payments of principal and interest set forth in this Series 2016B Bond for the full term through August 1, 2031 (the "Maturity Date"). Therefore, if, on or before the Maturity Date, any prepayment of the Principal Balance of this Series 2016B Bond shall occur, whether voluntary or involuntary, whether effected by a credit bid, or whether by reason of acceleration upon an Event of Default or any transfer or conveyance of any right, title or interest in the Property giving Original Purchaser the right to accelerate the maturity of the Note shall occur, other than (i) any prepayment of the Principal Balance during any calendar year that, together with any other prepayments of the Principal Balance during the same calendar year, would not exceed 10% of the original Principal Balance during the first calendar year, or 10% of the outstanding Principal Balance as of January 1st for any subsequent calendar year; and (ii) any prepayment within the 6 months preceding the Maturity Date, and (iii) in accordance with Section 4.02(c) of the Indenture, then City shall pay to the Series 2016B Original Purchaser, concurrently with such prepayment, a prepayment premium (the "Prepayment Premium") equal to the greater of (A) the Yield Amount (as hereinafter defined), or (B) 1% of the principal amount being prepaid; provided, however, that the Prepayment Premium shall not in any event exceed the maximum prepayment fee permitted by applicable law.

The "Yield Amount" shall be the amount calculated as follows:

(i) The Series 2016B Original Purchaser shall first determine, as of the Redemption Date (as defined in the Indenture), the amount, if any, by which the applicable Loan Rate to this Series 2016B Bond exceeds the sum of (aa) the yield to maturity percentage (the "Current Yield") for the actively traded United States Treasury bond, bill or note (the "Treasury Security") closest in maturity to the Maturity Date, as published in The Wall Street Journal on the 15th Business Day preceding the Redemption Date, plus (bb) one percentage point (1%). If publication of (A) The Wall Street Journal or (B) the Current Yield of the Treasury Security in The Wall Street Journal is discontinued, the Series 2016B Original Purchaser, in its sole discretion, shall designate another daily financial or governmental publication of national circulation to be used to determine the Current Yield;

(ii) The difference calculated pursuant to subsection (i) above shall be multiplied by the outstanding principal balance of this Series 2016B Bond being prepaid as of the Redemption Date (plus the principal balance of any partial prepayments previously made in the same calendar year which did not include a Prepayment Premium);

(iii) The product calculated pursuant to subsection (ii) above shall be multiplied by the quotient, rounded to the nearest one-hundredth of one percent, obtained by dividing (A) the

number of days from and including the Redemption Date to and including the Maturity Date, by (B) 365; and

(iv) The product calculated pursuant to subsection (iii) above shall be discounted at the annual rate of the Adjusted Current Yield (where the "Adjusted Current Yield" means the Current Yield adjusted to reflect the difference in timing of semi-annual payments of interest on the United States Treasury Security and monthly payments due hereunder) to the present value thereof as of the Redemption Date, on the assumption that said sum would be received in equal monthly installments on each monthly anniversary of the Redemption Date prior to the Maturity Date, with the final such installment to be deemed received on the Maturity Date. City shall not be entitled in any event to a credit against, or a reduction of, the indebtedness being prepaid if the Adjusted Current Yield exceeds the Loan Rate.

Any prepayment of the Principal Balance shall result in a forfeiture of the rights of the City to any future Loan Rate adjustment under this Series 2016B Bond, if applicable, with respect to the Principal Balance prepaid, and the Yield Amount shall be determined on the assumption that the applicable Loan Rate with respect to such prepayment, at the time of prepayment, would have remained unchanged until the Maturity Date. Partial prepayments applied to the Principal Balance (after deduction of any applicable Prepayment Premium due hereunder) shall be applied to the installments of principal due on this Series 2016B Bond in inverse order of their maturities. City acknowledges that any Prepayment Premium due hereunder is secured by the collateral securing this Series 2016B Bond.

EXHIBIT C
FORM OF SERIES 2024B BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF DAKOTA AND RICE
CITY OF NORTHFIELD
HOSPITAL REVENUE BOND,
SERIES 2024B

No. R-1 $11,190,000

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE
4.45%	December 3, 2029	December 20, 2024

The City of Northfield, Minnesota, a municipality organized and existing under the Constitution, laws of the State of Minnesota and Charter of the City (hereinafter called the "City"), for value received, hereby promises to pay to Wintrust Bank, N.A., Chicago, Illinois, a national banking association (together with its successors and registered assigns, the "Holder"), from the source and in the manner hereinafter provided, the principal sum of ELEVEN MILLION ONE HUNDRED NINETY THOUSAND and no hundredths DOLLARS ($11,190,000), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof until paid or otherwise discharged at the rate of 4.45% per annum (the "Interest Rate") (subject to adjustment to the Taxable Rate or the Default Rate as hereinafter defined), calculated on the basis of the actual number of days elapsed and a 360-day year, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth. Notwithstanding anything herein or in the Indenture to the contrary, prior to the Maturity Date or the earlier payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

Accrued interest on this Bond shall be payable on the 1st Business Day of each month, commencing January 2, 2025, and continuing through December 3, 2029 (the "Maturity Date") in the amounts set forth in **Exhibit A** attached hereto based on a 20-year amortization. Payments of principal on this Bond shall be payable on the 1st Business Day of each March, June, September, or December, commencing March 3, 2025, and continuing through the Maturity Date in the amounts set forth in **Exhibit A** attached hereto based on a 20-year amortization schedule. Payments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance. Payments of both principal and interest on this Bond shall be made by wire transfer or other form of electronic payment in accordance with written instructions provided by the Holder or, with Holder's written consent, by such other commercially reasonable method of payment.

This Bond is issued under a Third Amended and Restated Indenture of Trust, dated as of December 1, 2024 (as amended, restated, supplemented or otherwise modified from time to

time, the "Indenture"), by and between the City and Computershare Trust Company, N.A., in St. Paul, Minnesota, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture). Unless the context clearly otherwise requires, terms not otherwise defined in this Bond shall have the meanings specified Indenture or that certain Continuing Covenant Agreement, between the City and the Holder of this Bond, dated as of December 1, 2024, as amended, restated, supplemented or otherwise modified (the "Series 2024B Continuing Covenant Agreement").

Upon the failure to pay the principal of or interest on this Bond when due or upon the occurrence of any Event of Default, as defined in the Indenture, interest on the Principal Balance shall accrue, from the date of such Event of Default, at a rate per annum equal to the sum of 300 basis points plus the greater of (a), the Prime Rate, (b) the Federal Funds Rate plus 2.00% or (c) 5.00% (the "Default Rate").

"Prime Rate" means, for any day, the rate of interest per annum identified as the "prime rate" for such day in the print edition of The Wall Street Journal; *provided*, *however*, that if the print edition of The Wall Street Journal is not published on any day or if the "prime rate" is not published in the print edition of The Wall Street Journal on that day, the "prime rate" shall be the "prime rate" published in the online edition of The Wall Street Journal on that day; and *provided further*, *however,* that if no "prime rate" is published for any day in either edition of The Wall Street Journal (whether by reason of such day not being a Business Day or otherwise), The Wall Street Journal for the next preceding day for which the "prime rate" was published in The Wall Street Journal shall be the "prime rate" for such day; and *provided further*, *however,* that if more than one rate of interest per annum is published in The Wall Street Journal as the "prime rate" or "prime rates" for any applicable day, or in the event of any inconsistency between the "prime rates" published in the print and online editions, the Prime Rate for such day shall be the highest of such rates of interest that are so published in The Wall Street Journal.

"Federal Funds Rate" means, for any day, the rate per annum equal to the effective federal funds rate (as reset on a daily basis, on each Business Day (as determined by the Holder), based on the latest Business Day for which such rate is available) as reported in Release H.15 published by the Board of Governors of the Federal Reserve System or any successor publication; *provided* that if the Federal Funds Rate as so determined would be less than the Floor, such rate shall be deemed to be the Floor for the purposes of this Bond. In the case of a Saturday, Sunday, legal holiday or other day for which such interest rate is not published, the Federal Funds Rate shall be the rate applicable on the immediately preceding day for which such rate is published; *provided* that if such published rate shall be less than the Floor, such rate shall be deemed to be the Floor for the purposes of this Bond. The Holder shall not be obligated to give notice of any change in the federal funds effective rate.

"Floor" means a rate of interest equal to 0.25%.

Upon a Determination of Taxability, as defined below, this Bond shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in below, shall be adjusted to an interest rate per annum equal to the "Taxable Rate" as defined in the Series 2024B Continuing Covenant Agreement (the "Taxable Rate"). Any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment shall be payable on the 1st day of the following month along with regularly scheduled interest

payment and accruing from the previous payment date at the Taxable Rate. The interest rate as adjusted shall remain in effect through and including the Maturity Date. Notwithstanding anything to the contrary in the Indenture or this Bond, a Determination of Taxability will not constitute an Event of Default with respect to this Bond. For the purpose of this paragraph, a "Determination of Taxability" shall mean a "Determination of Taxability" as defined in the Series 2024B Continuing Covenant Agreement. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Holder nor the City shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on this Bond becomes includible in the gross income of the Holder hereof for federal income tax purposes.

This Bond (the "Series 2024B Bond") is issued in the principal amount of $11,190,000 to refund the (i) Hospital Revenue Bond, Series 2016A (the "Series 2016A Bond"); (ii) Hospital Revenue Bond, Series 2022B (the "Series 2022B Bond"); and (iii) Hospital Revenue Bond, Series 2023A (the "Series 2023A Bond" and, together with the Series 2016A Bond and the Series 2022B Bond, the "Prior Bonds"). Reference is made to the Indenture, copies of which are on file with the Trustee, for a complete description of the agreements and covenants contained therein and a description of the trust estate pledged thereby.

This Bond is issued and secured on a parity with the City's existing Series 2015B Bond (as defined in the Indenture), issued on December 29, 2015 and the City's existing Series 2016B Bond (as defined in the Indenture), issued on August 5, 2016 and the Indenture permits the City to issue additional bonds upon the terms set forth therein, which bonds, if issued, would be secured on a parity with the Series 2015B Bond, the Series 2016B Bond and this Series 2024B Bond (collectively, the "Bonds") by the Net Revenues and Trust Estate pledged under and defined in the Indenture.

This Series 2024B Bond is issued pursuant to and in full compliance with the City's Charter and the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 447.45 to 447.50, inclusive, as amended, and pursuant to the Indenture. This Series 2024B Bond is not a general obligation of the City and the taxing power of the City is not pledged to the payment of this Series 2024B Bond or the interest thereon. This Series 2024B Bond is a limited obligation of the City. Principal of, Prepayment Premium (as hereinafter defined) or Make-Whole Fee, as applicable, if any, and interest on this Series 2024B Bond are payable solely out of the Net Revenues of the Hospital (together with certain proceeds of this Series 2024B Bond, except as otherwise provided therein, the net proceeds of insurance claims or condemnation awards or amounts realized from the sale or other disposition of the Trust Estate pursuant to the Indenture). The pledge of Net Revenues to the payment of Bonds is a first and prior lien on the Net Revenues. No Holder of this Series 2024B Bond shall ever have the right to compel any exercise of the full faith and credit and taxing power of the City to pay this Series 2024B Bond or the interest hereon, or to enforce payment thereof against any property of the City other than Net Revenues. The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of, Prepayment Premium or Make-Whole Fee, as applicable, if any, or interest on this Series 2024B Bond or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither this Series 2024B Bond nor any of the agreements or obligations of the City relating thereto shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota (the "Counties") or the

City within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, Counties or City. The issuance of this Series 2024B Bond does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation.

Additional bonds with a parity or subordinate lien to the lien of the Bonds on the Net Revenues of the Hospital may be issued by the City as provided in the Indenture.

This Series 2024B Bond is subject to redemption at the option of the City prior to the Maturity Date in whole on any date, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount thereof plus accrued interest to the date of redemption plus the Prepayment Premium or Make-Whole Fee, as applicable, upon the occurrence of any of the following events: (1) the Hospital Facilities (as defined in the Indenture) shall have been damaged or destroyed to such extent that, in the reasonable opinion of the City, the completion time for the repair and restoration thereof will exceed six months, or (2) there occurs the condemnation of all or substantially all of the Hospital Facilities or the taking by eminent domain of such use or control of the Hospital Facilities so as to render the Hospital Facilities unsatisfactory for this intended use for a period of at least 90 days.

At all times prior to December 20, 2026, in the event of prepayment of this Bond (whether by voluntary prepayment, upon acceleration due to an Event of Default or otherwise), the City shall pay to the Holder the "Make-Whole Fee" in accordance with Section 3.03 of the Series 2024B Continuing Covenant Agreement. This Series 2024B Bond is subject to redemption at the option of the City, in whole or in part, on any Business Day prior to December 20, 2026, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, plus the Make-Whole Fee.

This Series 2024B Bond is subject to redemption at the option of the City, in whole or in part, on any Business Day on or after December 20, 2026, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, plus a prepayment premium (the "Prepayment Premium") as follows:

(a) If prepayment is on or after December 20, 2026 and before December 1, 2027, a prepayment penalty equal to 3% of any principal amount prepaid;

(b) If prepayment is on or after December 1, 2027 and before December 1, 2028, a prepayment penalty equal to 2% of any principal amount prepaid;

(c) If prepayment on or after December 1, 2028 and before December 3, 2029, a prepayment penalty equal to 1% of any principal amount prepaid;

(d) If prepayment is on or after December 3, 2029, no prepayment penalty applies.

Prepayments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance in inverse order of maturity.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed Outstanding under the provisions of the Indenture.

If provision is made for the payment in full of principal of, Make-Whole Fee or Prepayment Premium, as applicable, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed Outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture and shall thereafter be payable solely from the funds provided for such payment.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds at any time with the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding which are affected by such amendment or modification. The Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Holders of all the Bonds, to waive compliance by the City with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such Holder and on all future Holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to a default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register upon surrender of this Bond for transfer to the Trustee as Bond Registrar duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon a new Bond of the same series, for the same aggregate principal amount and of the same stated maturity and interest rate will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City or Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Trustee and any agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes whether or not this Bond is

overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

This Series 2024B Bond has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Series 2024B Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Bond and the issue of which it is a part do exist, have happened and have been performed in regular and due form as required by law, and that the issuance of this Bond and the series of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional, statutory or charter limitation of indebtedness.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized representatives, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Northfield, Dakota and Rice Counties, Minnesota, has caused this Bond to be executed in its behalf by the manual signatures of its Mayor and its City Clerk, the corporate seal of the City having been intentionally omitted as permitted by law, dated as of the date of issuance set forth above.

CITY OF NORTHFIELD, MINNESOTA

_____
Mayor

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the series designated therein referred to in the within mentioned Indenture.

Computershare Trust Company, N.A., as Trustee

By_____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

BOND DEBT SERVICE

City of Northfield, Minnesota
Hospital Revenue Refunding Bond
Series 2024B
--FINAL--

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
01/01/2025			16,598.50	16,598.50	
02/01/2025			42,879.47	42,879.47	
03/01/2025	70,000	4.450%	38,729.84	108,729.84	
04/01/2025			42,611.23	42,611.23	
05/01/2025			41,236.67	41,236.67	
06/01/2025	90,000	4.450%	42,611.23	132,611.23	
07/01/2025			40,902.92	40,902.92	
08/01/2025			42,266.36	42,266.36	
09/01/2025	90,000	4.450%	42,266.36	132,266.36	
10/01/2025			40,569.17	40,569.17	
11/01/2025			41,921.48	41,921.48	
12/01/2025	90,000	4.450%	40,569.17	130,569.17	813,162.40
01/01/2026			41,576.61	41,576.61	
02/01/2026			41,576.61	41,576.61	
03/01/2026	95,000	4.450%	37,553.06	132,553.06	
04/01/2026			41,212.57	41,212.57	
05/01/2026			39,883.13	39,883.13	
06/01/2026	90,000	4.450%	41,212.57	131,212.57	
07/01/2026			39,549.38	39,549.38	
08/01/2026			40,867.70	40,867.70	
09/01/2026	95,000	4.450%	40,867.70	135,867.70	
10/01/2026			39,197.09	39,197.09	
11/01/2026			40,503.66	40,503.66	
12/01/2026	95,000	4.450%	39,197.09	134,197.09	858,197.17
01/01/2027			40,139.63	40,139.63	
02/01/2027			40,139.63	40,139.63	
03/01/2027	100,000	4.450%	36,255.14	136,255.14	
04/01/2027			39,756.43	39,756.43	
05/01/2027			38,473.96	38,473.96	
06/01/2027	95,000	4.450%	39,756.43	134,756.43	
07/01/2027			38,121.67	38,121.67	
08/01/2027			39,392.40	39,392.40	
09/01/2027	95,000	4.450%	39,392.40	134,392.40	
10/01/2027			37,769.38	37,769.38	
11/01/2027			39,028.36	39,028.36	
12/01/2027	100,000	4.450%	37,769.38	137,769.38	855,994.81
01/01/2028			38,645.17	38,645.17	
02/01/2028			38,645.17	38,645.17	
03/01/2028	100,000	4.450%	36,151.92	136,151.92	
04/01/2028			38,261.97	38,261.97	
05/01/2028			37,027.71	37,027.71	
06/01/2028	100,000	4.450%	38,261.97	138,261.97	
07/01/2028			36,656.88	36,656.88	
08/01/2028			37,878.78	37,878.78	
09/01/2028	100,000	4.450%	37,878.78	137,878.78	
10/01/2028			36,286.05	36,286.05	
11/01/2028			37,495.58	37,495.58	
12/01/2028	105,000	4.450%	36,286.05	141,286.05	854,476.03
01/01/2029			37,093.23	37,093.23	
02/01/2029			37,093.23	37,093.23	
03/01/2029	105,000	4.450%	33,503.56	138,503.56	
04/01/2029			36,690.88	36,690.88	
05/01/2029			35,507.30	35,507.30	
06/01/2029	105,000	4.450%	36,690.88	141,690.88	
07/01/2029			35,117.92	35,117.92	
08/01/2029			36,288.52	36,288.52	
09/01/2029	105,000	4.450%	36,288.52	141,288.52	
10/01/2029			34,728.55	34,728.55	
11/01/2029			35,886.17	35,886.17	
12/01/2029	9,365,000	4.450%	34,728.55	9,399,728.55	10,109,617.31
	11,190,000		2,301,447.72	13,491,447.72	13,491,447.72

BOND DEBT SERVICE

City of Northfield, Minnesota
Hospital Revenue Refunding Bond
Series 2024B
--FINAL--

Period Ending	Principal	Coupon	Interest	Debt Service
12/01/2025	340,000	4.450%	473,162.40	813,162.40
12/01/2026	375,000	4.450%	483,197.17	858,197.17
12/01/2027	390,000	4.450%	465,994.81	855,994.81
12/01/2028	405,000	4.450%	449,476.03	854,476.03
12/01/2029	9,680,000	4.450%	429,617.31	10,109,617.31
	11,190,000		2,301,447.72	13,491,447.72

EXHIBIT D
FORM OF SERIES 2025C BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF DAKOTA AND RICE
CITY OF NORTHFIELD
HOSPITAL REVENUE BOND,
SERIES 2025C

No. R-1 $3,805,000

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE
3.94%	September 1, 2032	October 16, 2025

The City of Northfield, Minnesota, a municipality organized and existing under the Constitution, laws of the State of Minnesota and Charter of the City (hereinafter called the "City"), for value received, hereby promises to pay to Wintrust Bank, N.A., Chicago, Illinois, a national banking association (together with its successors and registered assigns, the "Holder"), from the source and in the manner hereinafter provided, the principal sum of THREE MILLION EIGHT HUNDRED FIVE THOUSAND and no hundredths DOLLARS ($3,805,000), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof until paid or otherwise discharged at the rate of 3.94% per annum (the "Interest Rate") (subject to adjustment to the Taxable Rate or the Default Rate as hereinafter defined), calculated on the basis of the actual number of days elapsed and a 360-day year, in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth. Notwithstanding anything herein or in the Indenture to the contrary, prior to the Maturity Date or the earlier payment in full of this Bond, payments of principal of and interest on this Bond will be payable without presentation and surrender hereof.

Accrued interest on this Bond shall be payable on the 1st Business Day of each month, commencing December 1, 2025, and continuing through September 1, 2032 (the "Maturity Date") in the amounts set forth in **Exhibit A** attached hereto based on a 20-year amortization. Payments of principal on this Bond shall be payable on the 1st Business Day of each March, June, September, or December, commencing December 1, 2025, and continuing through the Maturity Date in the amounts set forth in **Exhibit A** attached hereto based on a 20-year amortization schedule. Payments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance. Payments of both principal and interest on this Bond shall be made by wire transfer or other form of electronic payment in accordance with written instructions provided by the Holder or, with Holder's written consent, by such other commercially reasonable method of payment.

This Bond is issued under a Fourth Amended and Restated Indenture of Trust, dated as of October 1, 2025 (as amended, restated, supplemented or otherwise modified from time to

time, the "Indenture"), by and between the City and Computershare Trust Company, N.A., in St. Paul, Minnesota, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture). Unless the context clearly otherwise requires, terms not otherwise defined in this Bond shall have the meanings specified Indenture or that certain Continuing Covenant Agreement, between the City and the Holder of this Bond, dated as of October 1, 2025, as amended, restated, supplemented or otherwise modified (the "Series 2025C Continuing Covenant Agreement").

Upon the failure to pay the principal of or interest on this Bond when due or upon the occurrence of any Event of Default, as defined in the Indenture, interest on the Principal Balance shall accrue, from the date of such Event of Default, at a rate per annum equal to the sum of 300 basis points plus the greater of (a), the Prime Rate, (b) the Federal Funds Rate plus 2.00% or (c) 5.00% (the "Default Rate").

"Prime Rate" means, for any day, the rate of interest per annum identified as the "prime rate" for such day in the print edition of The Wall Street Journal; *provided*, *however*, that if the print edition of The Wall Street Journal is not published on any day or if the "prime rate" is not published in the print edition of The Wall Street Journal on that day, the "prime rate" shall be the "prime rate" published in the online edition of The Wall Street Journal on that day; and *provided further*, *however,* that if no "prime rate" is published for any day in either edition of The Wall Street Journal (whether by reason of such day not being a Business Day or otherwise), The Wall Street Journal for the next preceding day for which the "prime rate" was published in The Wall Street Journal shall be the "prime rate" for such day; and *provided further*, *however,* that if more than one rate of interest per annum is published in The Wall Street Journal as the "prime rate" or "prime rates" for any applicable day, or in the event of any inconsistency between the "prime rates" published in the print and online editions, the Prime Rate for such day shall be the highest of such rates of interest that are so published in The Wall Street Journal.

"Federal Funds Rate" means, for any day, the rate per annum equal to the effective federal funds rate (as reset on a daily basis, on each Business Day (as determined by the Holder), based on the latest Business Day for which such rate is available) as reported in Release H.15 published by the Board of Governors of the Federal Reserve System or any successor publication; *provided* that if the Federal Funds Rate as so determined would be less than the Floor, such rate shall be deemed to be the Floor for the purposes of this Bond. In the case of a Saturday, Sunday, legal holiday or other day for which such interest rate is not published, the Federal Funds Rate shall be the rate applicable on the immediately preceding day for which such rate is published; *provided* that if such published rate shall be less than the Floor, such rate shall be deemed to be the Floor for the purposes of this Bond. The Holder shall not be obligated to give notice of any change in the federal funds effective rate.

"Floor" means a rate of interest equal to 0.25%.

Upon a Determination of Taxability, as defined below, this Bond shall convert to a taxable obligation and the interest rate for interest accruing from the Date of Taxability, as defined in below, shall be adjusted to an interest rate per annum equal to the "Taxable Rate" as defined in the Series 2025C Continuing Covenant Agreement (the "Taxable Rate"). Any interest accruing from the Date of Taxability which is retroactively due as a result of the interest rate adjustment shall be payable on the 1st day of the following month along with regularly scheduled interest

payment and accruing from the previous payment date at the Taxable Rate. The interest rate as adjusted shall remain in effect through and including the Maturity Date. Notwithstanding anything to the contrary in the Indenture or this Bond, a Determination of Taxability will not constitute an Event of Default with respect to this Bond. For the purpose of this paragraph, a "Determination of Taxability" shall mean a "Determination of Taxability" as defined in the Series 2025C Continuing Covenant Agreement. The expenses of any such contest shall be paid by the party initiating the contest, and neither the Holder nor the City shall be required to contest or appeal any Determination of Taxability. The "Date of Taxability" shall mean that point in time, as specified in the determination, ruling, order, or decision, that the interest payable on this Bond becomes includible in the gross income of the Holder hereof for federal income tax purposes.

This Bond (the "Series 2025C Bond") is issued in the principal amount of $3,805,000 to refund the Hospital Revenue Bond, Series 2015B (the "Prior Bond"). Reference is made to the Indenture, copies of which are on file with the Trustee, for a complete description of the agreements and covenants contained therein and a description of the trust estate pledged thereby.

This Bond is issued and secured on a parity with the City's existing Series 2016B Bond (as defined in the Indenture), issued on August 5, 2016 and the City's existing Series 2024B Bond (as defined in the Indenture), issued on December 20, 2024 and the Indenture permits the City to issue additional bonds upon the terms set forth therein, which bonds, if issued, would be secured on a parity with the Series 2016B Bond, the Series 2024B Bond and this Series 2025C Bond (collectively, the "Bonds") by the Net Revenues and Trust Estate pledged under and defined in the Indenture.

This Series 2025C Bond is issued pursuant to and in full compliance with the City's Charter and the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 447.45 to 447.50, inclusive, as amended, and pursuant to the Indenture. This Series 2025C Bond is not a general obligation of the City and the taxing power of the City is not pledged to the payment of this Series 2025C Bond or the interest thereon. This Series 2025C Bond is a limited obligation of the City. Principal of, Prepayment Premium (as hereinafter defined) or Make-Whole Fee, as applicable, if any, and interest on this Series 2025C Bond are payable solely out of the Net Revenues of the Hospital (together with certain proceeds of this Series 2025C Bond, except as otherwise provided therein, the net proceeds of insurance claims or condemnation awards or amounts realized from the sale or other disposition of the Trust Estate pursuant to the Indenture). The pledge of Net Revenues to the payment of Bonds is a first and prior lien on the Net Revenues. No Holder of this Series 2025C Bond shall ever have the right to compel any exercise of the full faith and credit and taxing power of the City to pay this Series 2025C Bond or the interest hereon, or to enforce payment thereof against any property of the City other than Net Revenues. The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of, Prepayment Premium or Make-Whole Fee, as applicable, if any, or interest on this Series 2025C Bond or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither this Series 2025C Bond nor any of the agreements or obligations of the City relating thereto shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota (the "Counties") or the City within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the

State, Counties or City. The issuance of this Series 2025C Bond does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation.

Additional bonds with a parity or subordinate lien to the lien of the Bonds on the Net Revenues of the Hospital may be issued by the City as provided in the Indenture.

This Series 2025C Bond is subject to redemption at the option of the City prior to the Maturity Date in whole on any date, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount thereof plus accrued interest to the date of redemption plus the Prepayment Premium or Make-Whole Fee, as applicable, upon the occurrence of any of the following events: (1) the Hospital Facilities (as defined in the Indenture) shall have been damaged or destroyed to such extent that, in the reasonable opinion of the City, the completion time for the repair and restoration thereof will exceed six months, or (2) there occurs the condemnation of all or substantially all of the Hospital Facilities or the taking by eminent domain of such use or control of the Hospital Facilities so as to render the Hospital Facilities unsatisfactory for this intended use for a period of at least 90 days.

At all times prior to October 16, 2029, in the event of prepayment of this Bond (whether by voluntary prepayment, upon acceleration due to an Event of Default or otherwise), the City shall pay to the Holder the "Make-Whole Fee" in accordance with Section 3.03 of the Series 2025C Continuing Covenant Agreement. This Series 2025C Bond is subject to redemption at the option of the City, in whole or in part, on any Business Day prior to October 16, 2029, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, plus the Make-Whole Fee.

This Series 2025C Bond is subject to redemption at the option of the City, in whole or in part, on any Business Day on or after October 16, 2029, upon 30 days' prior written notice to the Trustee and the Holder hereof, at a price equal to the principal amount hereof to be redeemed, plus accrued interest to the redemption date, plus a prepayment premium (the "Prepayment Premium") as follows:

(a) If prepayment is on or after October 16, 2029 and before October 16, 2030, a prepayment penalty equal to 3% of any principal amount prepaid;

(b) If prepayment is on or after October 16, 2030 and before October 16, 2031, a prepayment penalty equal to 2% of any principal amount prepaid;

(c) If prepayment is on or after October 16, 2031 and before September 1, 2032, a prepayment penalty equal to 1% of any principal amount prepaid.

Prepayments shall be applied first to amounts which are neither principal nor interest, next to interest due on the Principal Balance and thereafter to reduction of the Principal Balance in inverse order of maturity.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited, and, except for

the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed Outstanding under the provisions of the Indenture.

If provision is made for the payment in full of principal of, Make-Whole Fee or Prepayment Premium, as applicable, if any, and interest on this Bond in accordance with the Indenture, this Bond shall no longer be deemed Outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture and shall thereafter be payable solely from the funds provided for such payment.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds at any time with the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding which are affected by such amendment or modification. The Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Holders of all the Bonds, to waive compliance by the City with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Bond shall be conclusive and binding upon such Holder and on all future Holders of this Bond and of any Bond issued in lieu hereof whether or not notation of such consent or waiver is made upon this Bond.

The Holder of this Bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to a default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Bond is transferable on the Bond Register upon surrender of this Bond for transfer to the Trustee as Bond Registrar duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder hereof or its attorney duly authorized in writing, and thereupon a new Bond of the same series, for the same aggregate principal amount and of the same stated maturity and interest rate will be issued to the designated transferee or transferees.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City or Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Trustee and any agent of the City may treat the person in whose name this Bond is registered as the absolute owner hereof for all purposes whether or not this Bond is overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

This Series 2025C Bond has not been designated by the City as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Series 2025C Bond shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Bond and the issue of which it is a part do exist, have happened and have been performed in regular and due form as required by law, and that the issuance of this Bond and the series of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional, statutory or charter limitation of indebtedness.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized representatives, this Bond shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Northfield, Dakota and Rice Counties, Minnesota, has caused this Bond to be executed in its behalf by the manual signatures of its Mayor and its City Clerk, the corporate seal of the City having been intentionally omitted as permitted by law, dated as of the date of issuance set forth above.

CITY OF NORTHFIELD, MINNESOTA

_____
Mayor

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds of the series designated therein referred to in the within mentioned Indenture.

Computershare Trust Company, N.A., as Trustee

By_____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

Exhibit A to Bond

PRINCIPAL PAYMENT SCHEDULE

Principal Payment Date[1]	Principal Payment Amount
December 1, 2025	$31,734.00
March 1, 2026	$31,734.00
June 1, 2026	$31,734.00
September 1, 2026	$31,734.00
December 1, 2026	$33,024.00
March 1, 2027	$33,024.00
June 1, 2027	$33,024.00
September 1, 2027	$33,024.00
December 1, 2027	$34,272.00
March 1, 2028	$34,272.00
June 1, 2028	$34,272.00
September 1, 2028	$34,272.00
December 1, 2028	$35,763.00
March 1, 2029	$35,763.00
June 1, 2029	$35,763.00
September 1, 2029	$35,763.00
December 1, 2029	$37,218.00
March 1, 2030	$37,218.00
June 1, 2030	$37,218.00
September 1, 2030	$37,218.00
December 1, 2030	$38,733.00
March 1, 2031	$38,733.00
June 1, 2031	$38,733.00
September 1, 2031	$38,733.00
December 1, 2031	$40,227.00
March 1, 2032	$40,227.00
June 1, 2032	$40,227.00
September 1, 2032	$2,841,343.00

[1] If any such day is not a Business Day, payment will be made on the next succeeding Business Day.

EXHIBIT E

FORM OF SERIES 2026C NOTE

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTIES OF DAKOTA AND RICE
CITY OF NORTHFIELD
TAXABLE SUBORDINATE HOSPITAL REVENUE NOTE, SERIES 2026C

No. R-1 $3,560,724

INTEREST RATE	MATURITY DATE	DATE OF ISSUANCE
4.00%	September 1, 2031	September ____, 2026

The CITY OF NORTHFIELD, MINNESOTA, a municipality organized and existing under the Constitution, laws of the State of Minnesota and Charter of the City (hereinafter called the "City"), for value received, hereby promises to pay to ALLINA HEALTH SYSTEM, a Minnesota nonprofit corporation (together with its successors and registered assigns, the "Holder"), from the source and in the manner hereinafter provided, the principal sum of THREE MILLION FIVE HUNDRED SIXTY THOUSAND SEVEN HUNDRED TWENTY-FOUR and no hundredths DOLLARS ($3,560,724), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof until paid or otherwise discharged at the rate of 4.00% per annum (the "Interest Rate"). Notwithstanding anything herein or in the Indenture to the contrary, prior to the Maturity Date or the earlier payment in full of this Note, payments of principal of this Note will be payable without presentation and surrender hereof.

The principal of, and accrued interest on, this Note shall be payable in 5 installments in the amounts and on the dates set forth in **Exhibit A** hereto, commencing on September 1, 2027 and on each September 1 thereafter through and including September 1, 2031 (the "Maturity Date"). Payments of installments of the principal of and interest on this Note shall be made by wire transfer or other form of electronic payment in accordance with written instructions provided by the Holder or, with Holder's written consent, by such other commercially reasonable method of payment.

This Note is issued in accordance with a Fifth Amended and Restated Indenture of Trust, dated as of September 1, 2026 (as amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), by and between the City and Computershare Trust Company, N.A., in St. Paul, Minnesota, as Trustee (the "Trustee," which term includes any successor trustee under the Indenture). Unless the context clearly otherwise requires, terms not otherwise defined in this Note shall have the meanings specified Indenture.

This Note (the "Series 2026C Note") is issued in the principal amount of $3,560,724 to evidence the obligation to pay the remaining balance of the purchase price in connection with the acquisition of a clinic located at 1400 Jefferson Road in the City and capital expenditures related thereto. Reference is made to the Indenture, copies of which are on file with the Trustee, for a complete description of the agreements and covenants contained therein and a description of the trust estate pledged thereby.

The payment of this Note from Net Revenues (as defined in the Indenture) is expressly subordinate to the payment of the City's existing Series 2016B Bond (as defined in the Indenture), issued on August 5, 2016, the City's existing Series 2024B Bond (as defined in the Indenture), issued on December 20, 2024 and the City's existing Series 2025C Bond (as defined in the Indenture), issued on October 16, 2025 and the Indenture permits the City to issue additional bonds upon the terms set forth therein, which bonds, if issued, would be secured on a parity with the Series 2016B Bond, the Series 2024B Bond, and the Series 2025C Bond Note (collectively, including such Additional Bonds, the "Bonds") by the Net Revenues and Trust Estate pledged under and defined in the Indenture. The principal installments of this Note shall be paid only if and to the extent that the Net Revenues are sufficient to pay the principal of, interest on, and any premium or any other amount due with respect to the Bonds, when due, and to the extent the City is not in default with respect to its covenants and obligations under the Indenture or the Series 2024B Continuing Covenant Agreement or the Series 2025C Continuing Covenant Agreement, as defined therein.

[This Note is further secured by a Mortgage, Security Agreement and Fixture Financing Statement (the "Series 2026C Mortgage"), dated as of the date hereof executed by the City, as mortgagor, in favor of the Holder. If an Event of Default (as that term is defined in the Mortgage) shall occur, then the Holder shall have the right and option, among other things, to declare the principal balance of this Note immediately due and payable, whereupon the same, shall be due and payable, but solely from sums made available under the Mortgage. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.]

This Note is issued pursuant to and in full compliance with the City's Charter and the Constitution and laws of the State of Minnesota, particularly Minnesota Statutes, Sections 447.45 to 447.50, inclusive, as amended, and pursuant to the Indenture. This Note is not a general obligation of the City and the taxing power of the City is not pledged to the payment of this Note or the interest thereon. This Note is a limited obligation of the City. Principal of this Note is payable, on a basis subordinate to the Bonds, solely out of the Net Revenues of the Hospital (together with the net proceeds of insurance claims or condemnation awards or amounts realized from the sale or other disposition of the Trust Estate pursuant to the Indenture, on a basis subordinate to the Bonds, or the Mortgaged Property as defined in the Series 2026C Mortgage). The pledge of Net Revenues to the payment of this Note is a lien on the Net Revenues subordinate to the lien on the Net Revenues for the payment of the Bonds. No Holder of this Note shall ever have the right to compel any exercise of the full faith and credit and taxing power of the City to pay this Note or the interest hereon, or to enforce payment thereof against any property of the City other than Net Revenues or the Mortgaged Property as defined in the Series 2026C Mortgage. The State of Minnesota and the Counties of Rice and Dakota shall not in any event be liable for the payment of the principal of this Note, or any other amounts due with respect hereto, or for the

performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the City. Neither this Note nor any of the agreements or obligations of the City relating thereto shall be construed to constitute an indebtedness of the State of Minnesota, the Counties of Rice and Dakota (the "Counties") or the City within the meaning of any constitutional or statutory provisions whatsoever, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, Counties or City. The issuance of this Note does not cause the indebtedness of the City to exceed any constitutional or statutory or Charter limitation.

Additional bonds with a parity or subordinate lien to the lien of the Bonds, and superior to the lien of this Note, on the Net Revenues of the Hospital may be issued by the City as provided in the Indenture.

This Note is subject to redemption at the option of the City prior to the Maturity Date, on any Business Day, upon 10 days' prior written notice to the Trustee and the Holder hereof, in part, at a price equal to the principal amount thereof to be redeemed and prepaid, or in whole, at a price equal to the sum of any "Annual Installments" set forth in **Exhibit A** hereto which have not previously been paid as of the date of such redemption and prepayment.

The principal amount of this Note so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited, and, except for the purpose of payment, shall no longer be protected by the Indenture and shall not be deemed Outstanding under the provisions of the Indenture.

If provision is made for the payment in full of principal of this Note, this Note shall no longer be deemed Outstanding under the Indenture, shall cease to be entitled to the benefits of the Indenture and shall thereafter be payable solely from the funds provided for such payment.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the City and the rights of the Holders of the Bonds at any time with the consent of the Holders of a majority in aggregate principal amount of the Bonds at the time Outstanding which are affected by such amendment or modification. The Indenture also contains provisions permitting Holders of a majority in aggregate principal amount of the Bonds of all series at the time Outstanding, on behalf of all the Holders of all the Bonds, to waive compliance by the City with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. No such consent or waiver by the Holder of this Note will be required.

The Holder of this Note shall have no right to enforce the provisions of the Indenture, to institute action to enforce the covenants therein, to take any action with respect to a default under the Indenture or to institute, appear in or defend any suit or other proceeding with respect thereto, except as specifically provided in the Indenture.

As provided in the Indenture and subject to certain limitations therein set forth, this Note is transferable on the Bond Register upon surrender of this Note for transfer to the Trustee as Bond Registrar duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the City and the Bond Registrar duly executed by, the Holder hereof or its attorney

duly authorized in writing, and thereupon a new Note of the same series, for the same aggregate principal amount and of the same stated maturity will be issued to the designated transferee or transferees. Notwithstanding any provision in this Note, the Series 2026C Mortgage or the Resolution to the contrary, this Note and the Series 2026C Mortgage may be assigned only with the prior written consent of the City and the Board.

No service charge shall be made for any transfer or exchange hereinbefore referred to, but the City or Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

The City, the Trustee and any agent of the City may treat the person in whose name this Note is registered as the absolute owner hereof for all purposes whether or not this Note is overdue, and neither the City, the Trustee nor any such agent shall be affected by notice to the contrary.

This Note shall not be (i) assigned a separate rating by any municipal securities rating agency, (ii) registered with The Depository Trust Company or any other securities depository, (iii) issued pursuant to any type of offering document or official statement, or (iv) assigned a CUSIP number.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note and the issue of which it is a part do exist, have happened and have been performed in regular and due form as required by law, and that the issuance of this Note and the series of which it forms a part, together with all other obligations of the City, does not exceed or violate any constitutional, statutory or charter limitation of indebtedness.

Unless the certificate of authentication hereon has been executed by the Trustee by manual signature of one of its authorized representatives, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the City of Northfield, Dakota and Rice Counties, Minnesota, has caused this Note to be executed in its behalf by the manual signatures of its Mayor and its City Clerk, the corporate seal of the City having been intentionally omitted as permitted by law, dated as of the date of issuance set forth above.

CITY OF NORTHFIELD, MINNESOTA

_____
Mayor

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This is the Series 2026C Note referred to in the within mentioned Indenture.

Computershare Trust Company, N.A., as Trustee

By_____
Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated:_____ _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

_____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Note unless the information concerning the transferee requested below is provided.

Name and Address: _____

_____

_____

(Include information for all joint owners if the Bond is held by joint account.)

Exhibit A to Series 2026A Note

PAYMENT SCHEDULE

Payment Date	Balance	Principal	Interest	Annual Installment
September 1, 2027	$3,560,724	$657,406	$142,429	$799,835
September 1, 2028	$2,903,318	$683,702	$116,133	$799,835
September 1, 2029	$2,219,616	$711,050	$88,785	$799,835
September 1, 2030	$1,508,566	$739,492	$60,343	$799,835
September 1, 2031	$769,074	$769,074	$30,761	$799,835
Total		**$3,560,724**	**$438,451**	**$3,999,175**

EXHIBIT F
DRAW REQUEST

Computershare Trust Company, N.A.
CTO Mail Operations
1505 Energy Park Drive
St. Paul, MN 55108
Attn: Corporate Trust Services

Re: City of Northfield- Hospital Revenue Bonds, Series 20____

Sirs or Madam:

As Board Representative (as defined in that certain Fifth Amended and Restated Indenture of Trust dated as of September 1, 2026 (the "Indenture") as supplemented by that certain _____, dated as of _____ executed by and between your bank and the City of Northfield, Minnesota (the "City")), I hereby request as a disbursement from the Construction Account the sums identified on **Exhibit A** to be paid to the parties listed therein in payment (and/or reimbursement for payment previously made by the City) for the work described therein. All capitalized terms not defined herein shall have the meaning ascribed to those terms in the Indenture. A copy of each bill setting forth each item of Project Cost to be paid (and/or reimbursed) as herein provided is attached hereto.

I hereby certify as of the date of this Disbursement Request that:

(a) each item for which payment or reimbursement is requested is or was necessary in connection with the Project, qualifies as a Cost of the Project under the Indenture and, if for the acquisition, construction or equipping of the Project, and that none of such items has formed the basis for any previous payment from the Construction Account;

(b) with respect to all Cost of the Project incurred and to be incurred under any construction contract which provides for the retention of a portion of the contract price, the total amount now and heretofore certified for payment for such Costs does not exceed the approved contract amount after deducting any portion still withheld by the City;

(c) all Costs of the Project now and heretofore certified for payment from the Construction Account do not cause the average maturity of the Bonds to exceed 120% of the average reasonably expected economic life of all of the facilities which have been or are to be financed or refinanced with the proceeds of the Bonds;

Dated: _____ CITY OF NORTHFIELD, MINNESOTA

By_____
Its Hospital Board Representative

EXHIBIT A

TO DRAW REQUEST

I. Direct Payments

Name of Payee	Amount	Nature of Expense

II. Reimbursement of City for Prior Payments

Amount	Nature of Expense

File #: 26-211, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council
City Administrator

From: David E. Bennett, Public Works Director/City Engineer

Preliminary Design Update - Phase II of the Northfield Skateboard Park Project.

Action Requested:
The Northfield City Council discusses the Preliminary Design Update - Phase II of the Northfield Skateboard Park Project.

Summary Report:
At the February 10, 2026 City Council meeting, Council approved a grant agreement with MN Department of Employment and Economic Development (DEED). The agreement is now fully executed with the State, and the City has hired Wizard Skateparks to design the next phase of the skateboard park.

The City is beginning engagement with stakeholders and will be holding a public meeting to receive input on the next phase. Staff have attached the preliminary project schedule. It is anticipated the project will be bid later this summer, and depending on the skateboard park contractor schedule, the work could occur in the fall of this year or more likely in the spring of 2027.

Staff is asking Council if they have any preliminary input as we begin the development of the next phase of the skateboard park project.

City Project Website:
Skateboard Park | Northfield, MN - Official Website <https://www.northfieldmn.gov/1042/Skateboard-Park>

Alternative Options:
NA

Financial Impacts:
$500,000 Grant from MN DEED
Local Costs projected to be under 10% or $50,000 that would be paid through the Capital Park Fund.

Tentative Timelines:
Design 2026
Construction Tentative Fall 2026 or Spring 2027

THE CITY OF
NORTHFIELD
MINNESOTA
ESTD 1855

Northfield Skate Park Phase II

City Council

April 21, 2026

Background

- Phase 1 constructed at Memorial Park in 2015 after many years of discussion and planning by city officials and Northfield Youth Group's with the Northfield Skateboard Coalition leading the charge.
- Grant Application submitted to the State of MN in February of 2025 for $500,000 to expand our skatepark from 4500 Sq-Ft to the initial goal of 9000-10,000 Sq-Ft
- City of Northfield awarded the full amount of $500,000 through the State of MN's City of Skate grant program in June of 2025.
- City receives signed grant back from DEED at the state level in February of 2026.
- Designer, Mark Leski owner of Wizard Skateparks, LLC awarded contract to designer Phase two Expansion

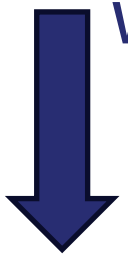
Designer

- Mark Leski “the wiz”
- 30+ years building and designing skateparks
- Minnesota native know nationally for his creative vision to turn a space into some of the most recognized private and public skateparks in the industry
- Notable parks include:
  - Blood Bowl
  - Hiawatha
  - Cuckoo’s Nest
  - Can Wakpa
  - Duluth, MN
- Worked on construction crews for Painter Park, Elliott, Shakopee, and many others
- Lifelong skater who has skated 500+ parks across the USA

Goal and Vision Phase II

- Larger, dynamic layout
- Accessible for all skill levels
- Regional reach to bring people into Northfield
- Safe and creative outlet for the Northfield community

Skate Park Phase II



We are here

MN DEED Grant Approved

Feb 10, 2026

Council Preliminary Input April 21, 2026

Community/ Stakehold Engagemen t April-May 2026

Council Approves Recommen ded Final Concept May 19, 2026

Council Approves Plans for Bidding July 7, 2026

Bids Open August 6

Council Awards Bids August 18

Constructio n Fall 2026 to Summer 2027



Initial Design Rendering – View Looking North



Initial Design Rendering 2 – View Looking Northeast


Skateboard Park
Phase II
Project Area
0
50
100
Feet
NORTHFIELD
MINNESOTA
7TH ST E
358

Questions /Comments

2026 Skateboard Park Phase II Project (PARK2026-E19)

The following actions detail the proposed process track for local improvements.

Date[1]	Project Step	Purpose of Step	Council Action	Staff Action
February 10, 2026	Council Approved Grant Agreement	City Council Approves Grant Agreement with MN DEED	Motion 26-069	
April 2026	User Stakeholder Meeting	The intent of this meeting is to meet with stakeholders to get their input on the project..		
April 21, 2026	Council discussion of Design of the Skateboard Park Phase II concept	Receive any preliminary input from City Council		
May 2026	Public /Neighborhood Meeting	The intent of this meeting is to inform the public and neighborhood of the upcoming project and seek input on the improvements, which will be summarized for City Council.		Mail Notice May 29, 2025
May 19, 2026	Council approves recommended final concept	The City Council will see final recommended skateboard park design based on user groups, and public input.	Resolution 2026	
July 7, 2026	Approve Plans and Order Advertisement for Bids	Final approval of plans for bidding	Resolution 2026-XXX	
July 15, 22, 29, 2026	Publish Ad for Bid in Northfield News	A step in the bidding process. The project will also be advertised on the MnDOT e-Advert website.		Send Ad to NNews July 10, 2026
August 6, 2026	Bid Opening – 2:00 P.M.	Final step in the bidding process. Bids are opened by staff and tabulated. From here staff will make a recommendation to the City Council for award.		
August 18, 2026	Accept Bids and Award Contract	This step follows the uniform municipal contracting law, 471.345, the City's purchase policy and allows for the project to move forward with beginning the actual construction process.	Resolution 2026-XXX	
September 2026 – July, 2027	Construction	The City Engineer recommends to City Council when the final payment should be made to the Contractor. The City Council may accept the work by resolution; however, if the city fails to pay the amount due within 30 days of a monthly estimate, or 90 days after the final estimate, the city must pay interest on the past due amount as prescribed by law.		
July 2027	Accept Improvements and Authorize Final Payment		Resolution 2027-XXX	

1 – Dates in grey text indicate actions that have taken place. Dates in **bold** text indicate the next planned step. Dates in *italics* denote tentatively scheduled future actions.

File #: Res. 2026-046, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and Members of Council
City Administrator

From: Scott Wopata, Community Development Director
Mathias Hughey, Associate City Planner

Consideration of a Conditional Use Permit for Carleton College to Make Transportation Facility Improvements within the Perimeter Transition Area North of 1st St. E.

Action Requested:
The City Council is asked to approve the Conditional Use Permit (CUP) for Carleton College to make specified transportation improvements within the Perimeter Transition Area (PTA) north of 1st St. E.

Summary Report:
Carleton College, the applicant, is proposing to close that portion of College St. north of 1st St. E. to general vehicle traffic and expand a parking lot located two blocks east at the northwest corner of Nevada St. and 1st St. E. to include an additional 12-13 parking spaces, a bus stop, and a trash enclosure. These facilities will replace those lost due to the closure of College St.

The Planning Commission (PC) considered their recommendation for the CUP at the April 16, 2026 Planning Commission Meeting after postponing the decision at the March 19, 2026 PC meeting. The PC voted to recommend approval with two conditions on a split vote 5-2 after a motion to recommend denial failed on a 2-5 split vote. The two conditions proposed are intended to address resident concerns about the amount of lighting and improve screening during the winter.

The motion to deny was based on the project not being mutually beneficial to the residents and college and that the justification for the proposal was based only on internal campus considerations. The applicant is not required to meet a standard of mutual benefit, but only to show the proposal is not hazardous or unreasonably disturbing.

The PC also made the following motion with the expressed intent of elevating concerns raised by residents that could not be appropriately addressed through the CUP:
Recommend to City Council that the City formally review, in coordination with Carleton College and residents, traffic patterns, including but not limited to conflicts between motorized and non-motorized traffic, street design, and management of on-street parking in the neighborhood adjacent to Carleton College, and implement, where appropriate and practicable measures to improve and protect the safety of all residents.

All written public comments were included in four supplemental memos, and presented verbally at the March 19, 2026, public hearing on the item. Public concerns and planning commissioner requests are detailed in the

attached presentation. As a general summary, closing College Street to traffic was viewed favorably or neutrally. Concerns stemmed from the expansion of the existing 82-stall parking lot at the northwest corner of 1st St. E. and Nevada St. to add an additional 12 spaces, a sheltered bus stop, and a large trash enclosure. Concerns related to this portion of the project included excessive lighting, increasing vehicle traffic especially heavy vehicle traffic (buses, garbage trucks, delivery vehicles), safety mostly related to vehicle traffic, and neighborhood compatibility.

Several concerns stem from a lack of clarity or misunderstanding of the proposed project and existing conditions, and these are addressed in the presentation. There was frequent comment by affected residents about other locations being preferred, the availability of potential alternative locations is not the subject of this application.

In response to public comment received at the neighborhood meeting, and prior to the public hearing, the applicant coordinated with Hiawathaland Transit to reconfigure the proposed changes to the bus route to minimize the impacted properties.

The applicant cited the high volume of pedestrian and bicycle traffic on College St. as a factor that makes safely managing access for motor vehicles difficult. Survey results from the campus community identified this portion of College St. as an area of campus with a high number of “dislikes.” These factors were considered in the decision to close College St. Resident comments anecdotally supported this existing condition, but also questioned the validity of the claims. The applicant conducted traffic counts at 4 selected locations to clarify the magnitude of impact.

The proposed new location for the bus stop puts 76% of student residences within a 5-minute walk of the bus stop, a distance typically considered the maximum that a transit user will walk before choosing another mode. It also increases the number of neighborhood residences within an approximate 5-minute walk by 75%, from 40 to 70.

There is an established landscape buffer along the southern perimeter of the parking lot facing the R1: Low Density Residential district to the south. The existing buffer is a mix of evergreen and deciduous shrubs and trees and in the winter months, the lack of foliage on some of the plants reduces the functionality of the screening. A solid hedge could create a public safety issue, however, by limiting visibility of the parking lot from the right-of-way, and creating “hiding” places. Staff are recommending a condition that balances these two considerations.

Hiawathaland’s Blue Route and Express Route will use the new bus stop location. The Blue Route runs once per hour from 6:00 AM to 6:00 PM M-F, and the Express Route runs once every 45 minutes 3:00 PM - 9:45 PM M-SAT. The bus stop will also serve coach bus pickup and drop off at semester breaks (14 days per year) when the “break bus” provides students access to the MSP airport, and the Campus-Go van fleet will use the location as needed.

Garbage is currently collected at the site for the adjacent dorm buildings three times per week, once each for recycling, trash, and compost. There is no proposed change to this collection schedule. The enclosure will host trash that is currently visible in other public areas. The dumpsters will serve as a collection point for office-use buildings around the “bald spot” that generate minimal trash.

The site development standards for the CD-S: College Development zoning district require any development within the PTA to undergo a CUP process, including a neighborhood meeting. The applicant must also provide

a parking study that assesses the supply and demand of parking and mitigation strategies to reduce overall demand for surface parking. The comments received at the neighborhood meeting are included as an attachment.

A CUP follows a Type 4 Review Procedure found in Section 8.4.7 of the land development code (LDC). Type 4 Review Procedures requires the (PC) to hold a public hearing and makes a recommendation to City Council. The City Council makes the final decision on the CUP.

In the approval of a CUP, the City Council may impose conditions as necessary to make the use compatible with other uses allowed in the same district zone or vicinity. Criterion (a) must be met and criteria (b) through (n) shall be considered in the review of conditional use permit applications. The analysis of the criteria is provided in the resolution.

Staff Recommendation:
Staff recommend approval of the CUP to add make transportation improvements within the Perimeter Transition Area north of 1st St. E.

Staff prepared two draft conditions for the City Council's consideration, to address resident concerns about excessive lighting and additional screening.

City Plans & Policies Relevance:

- Quasi-Judicial Process Reminder:
  The Conditional Use Permit (CUP) before the Council is a quasi-judicial decision, rather than the legislative matters the Council typically considers. In this role, Councilmembers must base their decision on the record, applicable ordinance standards, and evidence presented through the public process. Councilmembers are encouraged to avoid ex parte communications-direct discussions with the applicant or interested parties outside of the public meeting-as outlined in the City's Ex Parte Communications Policy (see attachment). If such communications do occur, they should be disclosed on the record at the meeting. Maintaining this approach helps ensure fairness, transparency, and the legal defensibility of the Council's decision.
- Additional plans & policies forthcoming.

The Comprehensive Plan establishes a decision-making framework that asks how the option furthers at least one, if not several of the [identified] values, while not damaging the others. An assessment of the project against these values is provided:

1. Find creative solutions to local challenges
    a. Conflicts between pedestrians and vehicles are commonly addressed by restricting pedestrian movements, typically with mixed results. Relocating vehicle traffic to an area with less pedestrian activity will improve safety for pedestrians and improve efficiency for vehicles and exemplifies a creative solution.
2. Emphasize equity
    a. Well-functioning transit is a critical service for groups whose mobility is limited for a variety of factors. The proposed location improves transit accessibility on the college campus and in the adjoining neighborhood, with the bus stop at least 400 feet closer to the neighborhood than the previous location.
3. Foster resilience
    a. Well-functioning transit contributes to the resilience of a community.
4. Be economically responsible and sustainable
    a. Students are a primary user of transit in Northfield, maximizing the utility of transit for this group

enables the City to provide a valuable community service at a fraction of the cost. Additionally, well-functioning transit reduces reliance and use of private automobiles which reduces associated costs including infrastructure, enforcement, and emergency response.

5. Foster human connections
    a. Transit and walkability are both associated with increased social networks.
6. Promote safe and stable housing
    a. NA
7. Provide mobility options
    a. The project improves mobility options on and off campus.

The future land use map and categories identified in Chapter 3: Access of the Comprehensive Plan identifies the parcels where the work will take place as "College" and the parcels south of the proposed new bus stop location as "Mixed Use Residential." Under the college land use category, the future state is described as having a defined edge that connects educational campuses to surrounding neighborhoods and commercial areas via reliable transit. It identifies the need to limit encroachment of the college and manage the impacts of these connections on the surrounding land uses.

Chapter 4, Strategy 2: Develop Carleton and St. Olaf relationships includes action 4. Plan development with the colleges to contain it within the set boundary. This project is wholly located within the campus boundary. The applicant is entitled to the reasonable and appropriate use of city streets for access and services.

The Interventions Map in the Comprehensive plan identifies the locations of the project as Preserve areas, and the adjacent neighborhood as Enhance areas. The Enhance areas call for traffic calming, additional active transportation connections, and infill development. Preserve areas are identified as needing little significant intervention, but notably consideration of a future prohibition on college-associate parking adjacent to or "visible to" adjacent residential neighborhoods is recommended. Such a prohibition may be considered as part of the Zoning Code update, but at this time, parking is permitted in this area.

Alternative Options:
If the proposed conditional use satisfies both the general and specific standards set forth in the zoning ordinance, the applicant is entitled to the conditional use permit. The City Council must find that the proposed conditional use does not satisfy these standards to justify denial.

Financial Impacts:
NA

Tentative Timelines:
March 4, 2026: Public hearing notice published in the Northfield News
March 6, 2026: Public hearing notice mailed to property owners within 350 ft.
March 19, 2026: Public hearing at Planning Commission
April 16, 2026: Recommendation by Planning Commission
April 21, 2026: Review and decision by City Council

MEMORANDUM

DATE: April 17, 2026

To: Honorable Mayor & City Council

CC: Dave Bennett, Director of Public Works/City Engineer; Jeff Schroepfer, Police Chief; Scott Wopata, Community Development Director; Lynette Peterson, City Clerk; Michelle Mahowald, Communications & Human Resources Director; Natalie Draper, Director of Library Services; Brenda Angelstad, Finance Director; Chris Hood, City Attorney

From: Ben Martig, City Administrator

RE: "Supplemental Agenda Background Memo" for April 21,, 2026 No. 1.

Summary Report:
The following is an update on agenda items as supplemental background agenda information made available for Tuesday April 21,, 2026:

17. Res. 2026-046. Consideration of a Conditional Use Permit for Carleton College to Make Transportation Facility Improvements within the Perimeter Transition Area North of 1st St. E.

Please see the attached updated staff report, resolution, and attachments.

CITY OF NORTHFIELD, MN
CITY COUNCIL RESOLUTION 2026-046

A RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTHFIELD, MINNESOTA, APPROVING A CONDITIONAL USE PERMIT FOR CARLETON COLLEGE TO MAKE TRANSPORTATION FACILITY IMPROVEMENTS IN THE PERIMETER TRANSITION AREA

WHEREAS, the applicant, Carleton College (the "Applicant"), seeks a Conditional Use Permit, pursuant to Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8 and 8.5.9, in order to: 1) close that privately-owned portion of College St. north of 1st St. E.; 2) relocate the bus stop and parking spaces from that location to the parcel northwest of the intersection of Nevada St. and 1st St. E.; and 3) expand the existing parking lot north west of the intersection of Nevada St. and 1st St. E. to accommodate the relocated bus stop and parking (the "Conditional Use Permit"), which is within the Perimeter Transition Area of the property zoned CD-S: College Development; and

WHEREAS, the Applicant is the owner of the above-referenced property; and

WHEREAS, the above-referenced property is legally described on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City of Northfield Planning Commission (the "Planning Commission") conducted a public hearing on March 19, 2026, and received public testimony regarding the proposed Conditional Use Permit; and,

WHEREAS, all required notices regarding the above-referenced public hearing were properly made; and

WHEREAS, following the public hearing, the Planning Commission reviewed the requested Conditional Use Permit at its March 19, 2026 meeting pursuant to the standards and criteria contained in Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8, and 8.5.9, and postponed their decision to the following meeting; and

WHEREAS, the Planning Commission reviewed the requested Conditional Use Permit at its April 16, 2026 meeting pursuant to the standards and criteria contained in Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8, and 8.5.9, and voted to recommend approval to the City Council subject to two conditions; and

WHERAS, the City Council reviewed the requested Conditional Use Permit and Planning Commission recommendation and Findings of Fact for the requested Conditional Use Permit at its April 21, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION THAT:

1. The recitals hereto and the Planning Commission's Findings of Fact from its April 16, 2026 meeting, which are attached hereto and incorporated herin by reference as Exhibit B, are hereby adopted.

2. Based on the foregoing and adopted Findings of Fact attached hereto, the requested Conditional Use Permit, pursuant to Northfield City Code, Ch. 34, Secs. 3.2.3 and 8.5.9, is hereby APPROVED subject to the following conditions:

    a. The landscape buffer between the existing parking lot and 1st St. E. be enhanced with a combination of plant materials or other features, which may include raised planters, solid decorative masonry walls, or other screening elements designed to achieve year-round screening of the parking lot from adjacent residential uses without creating additional safety concerns by excessively limiting visibility from the rights-of-way.
    b. The existing light fixtures in the project area shall have the lenses removed to reduce the scattering of light, and new fixtures will be kept to a minimum necessary number, shall not have lenses, and shall be compliant with City Code requirements applicable to outdoor lighting adjacent to residential uses.

PASSED by the City Council of the City of Northfield on this 21st day of April 2026.

ATTEST

_____ _____

City Clerk Mayor

VOTE: ___ ZWEIFEL ___ BEUMER ___ DAHLEN ___ HOLMES

___ NESS ____ PETERSON WHITE ___ SOKUP

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PID 2231375002
PID 2231375003
PID 2231400001
PID 2231352001

PID No. 22.31.4.00.001

Southeast Quarter (SE1/4) of the Southeast Quarter (SE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, excepting therefrom the South 200 feet of the West 140 feet of the East 1036 feet thereof

AND ALSO

Northeast Quarter (NE1/4) of the Southeast Quarter (SE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota

AND ALSO

Southeast Quarter (SE1/4) of the Northeast Quarter (NE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota

AND ALSO

Northwest Quarter (NW1/4) of the Southeast Quarter (SE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota

AND ALSO

Southwest Quarter (SW1/4) of the Northeast Quarter (NE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota

AND ALSO

Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota

AND ALSO

Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, excepting therefrom the railroad right-of-way

AND ALSO

East Half (E1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridiam, Rice County, Minnesota, excepting therefrom the railroad right-of-way

AND ALSO

All that part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota lying easterly of the Cannon River, and Westerly of the Cannon Falls Road, now known as State Trunk Highway No. 19

AND ALSO

All that part of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota lying easterly of the railroad right-of-way, excepting therefrom:

That part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) and the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4) of Section 31 Township 112 North Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota, described as follows: Commencing at the Northwest corner of said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4); thence South 89 degrees 22'20" East, along the North line of said Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4), a distance of 470.97 feet to the easterly right-of-way line of the Chicago, Milwaukee, St. Paul and Pacific Railroad; thence South 40 degrees 09'35" West, along said easterly right-of-way line, a distance of 365.80 feet to the point of beginning of the land to be described; thence North 40 degrees 09'35" East, along said easterly right-of-way line, a distance of 443.38 feet; thence Northeasterly, along said easterly right-of-way line, along a tangential curve, concave to the Northwest, having a radius of 1974.86 feet, a distance of 87.42 feet; thence South 52 degrees 22'36" East, a distance of 40 feet, more or less, to the West bank of the Cannon River; thence Southerly, along the West bank of the Cannon River, a distance of 615 feet, more or less, to its intersection with a line that bears South 50 degrees 45'06" East from the point of beginning; thence North 50 degrees 45'06" West, a distance of 343 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that part thereof, lying southerly and westerly of a line 48.00 feet distant from, measured at right angles to, and running parallel with, the Southwesterly line of the above described property.

AND ALSO

Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota, excepting therefrom:

1. Leighton Hall

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East, assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 608.58 Feet to the point of beginning of the land to be described; thence North 88°48'54" West, a distance of 39.38 Feet; thence North 1°11'06" East, a distance of 112.70 Feet; thence South 88°48'54" East, a distance of 91.80 Feet to a point hereinafter referred to as "Point A"; thence South 88°48'54" East, a distance of 82.20 Feet; thence South 1°11'06" West, a distance of 112.70 Feet; thence North 88°48'54" West, a distance of 134.62 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence North 28°04'36" West, a distance of 106.47 Feet; thence North 60°09'26" West, a distance of 72.75 Feet; thence North 77°12'34" West, a distance of 73.63 Feet to the centerline of Highway Number 19 and there terminating.

2. Willis Hall

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East,

assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet to a point hereinafter referred to as "Point A"; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 233.40 Feet; thence South 89°58'06" West, a distance of 36.18 Feet to the point of beginning of the land to be described; thence South 0°21'36" West, a distance of 95.00 Feet; thence North 89°38'24" West, a distance of 89.00 Feet; thence North 0°21'36" East, a distance of 105.00 Feet; thence South 89°38'24" East, a distance of 89.00 Feet; thence South 0°21'36" West, a distance of 10.00 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence South 11°32'18" East, a distance of 41.00 Feet to the approximate centerline of First Street in the Original Town Plat of Northfield, Rice County, Minnesota; thence North 11°32'18" West, a distance of 244.01 Feet; thence North 0°15'40" East, a distance of 233.40 Feet; thence South 89°58'06" West, a distance of 36.18 Feet and there terminating.

3. Sayles-Hill Building

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East, assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet to a point hereinafter referred to as "Point A"; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 351.00 Feet; thence North 89°55'22" West, a distance of 52.03 Feet to the point of beginning of the land to be described; thence South 0°20'07" West, a distance of 42.00 Feet; thence North 89°08'48" West, a distance of 139.02 Feet; thence North 0°20'07" East, a distance of 53.00 Feet; thence North 16°42'09" East, a distance of 141.12 Feet; thence South 89°38'31" East, a distance of 99.24 Feet; thence South 0°20'07" West, a distance of 147.62 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence South 11°32'18" East, a distance of 41.00 Feet to the approximate centerline of First Street in the Original Town Plat of Northfield, Rice County, Minnesota; thence North 11°32'18" West, a distance of 244.01 Feet; thence North 0°15'40" East, a distance of 351.00 Feet; thence North 89°55'22" West, a distance of 52.03 Feet and there terminating.

AND ALSO

All that part of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, in the City of Northfield, Rice County, Minnesota lying easterly of State Trunk Highway No. 19, excepting therefrom:

1. Leighton Hall

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East, assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 608.58 Feet to the point of beginning of the land to be described; thence North 88°48'54" West, a distance of 39.38 Feet; thence North 1°11'06" East, a distance of 112.70 Feet; thence South 88°48'54" East, a distance of 91.80 Feet to a point hereinafter referred to as "Point A"; thence South 88°48'54" East, a distance of 82.20 Feet; thence South 1°11'06" West, a distance of 112.70 Feet; thence North 88°48'54" West, a distance of 134.62 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence North 28°04'36" West, a distance of 106.47 Feet; thence North 60°09'26" West, a distance of 72.75 Feet; thence North 77°12'34" West, a distance of 73.63 Feet to the centerline of Highway Number 19 and there terminating.

2. Willis Hall

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East,

assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet to a point hereinafter referred to as "Point A"; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 233.40 Feet; thence South 89°58'06" West, a distance of 36.18 Feet to the point of beginning of the land to be described; thence South 0°21'36" West, a distance of 95.00 Feet; thence North 89°38'24" West, a distance of 89.00 Feet; thence North 0°21'36" East, a distance of 105.00 Feet; thence South 89°38'24" East, a distance of 89.00 Feet; thence South 0°21'36" West, a distance of 10.00 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence South 11°32'18" East, a distance of 41.00 Feet to the approximate centerline of First Street in the Original Town Plat of Northfield, Rice County, Minnesota; thence North 11°32'18" West, a distance of 244.01 Feet; thence North 0°15'40" East, a distance of 233.40 Feet; thence South 89°58'06" West, a distance of 36.18 Feet and there terminating.

3. Sayles-Hill Building

That part of the Southwest Quarter (SW1/4) of Section 31, Township 112 North, Range 19 West of the Fifth Principal Meridian, Rice County, Minnesota, described as follows, to-wit: Commencing at the Southwest Corner of the Southeast Quarter (SE1/4) of said Section 31; thence South 88°30'17" East, assumed bearing, along the South line of said Southeast Quarter (SE1/4), a distance of 33.27 Feet; thence North 1°29'47" East, a distance of 1075.30 Feet; thence North 88°46'07" West, a distance of 1226.91 Feet to a point hereinafter referred to as "Point A"; thence North 11°32'18" West, a distance of 203.01 Feet; thence North 0°15'40" East, a distance of 351.00 Feet; thence North 89°55'22" West, a distance of 52.03 Feet to the point of beginning of the land to be described; thence South 0°20'07" West, a distance of 42.00 Feet; thence North 89°08'48" West, a distance of 139.02 Feet; thence North 0°20'07" East, a distance of 53.00 Feet; thence North 16°42'09" East, a distance of 141.12 Feet; thence South 89°38'31" East, a distance of 99.24 Feet; thence South 0°20'07" West, a distance of 147.62 Feet to the point of beginning. Together with a 20 Foot wide Easement for ingress and egress over and across that part of said Southwest Quarter (SW1/4), the centerline of which is described as follows, to-wit: Beginning at said "Point A"; thence South 11°32'18" East, a distance of 41.00 Feet to the approximate centerline of First Street in the Original Town Plat of Northfield, Rice County, Minnesota; thence North 11°32'18" West, a distance of 244.01 Feet; thence North 0°15'40" East, a distance of 351.00 Feet; thence North 89°55'22" West, a distance of 52.03 Feet and there terminating.

PID No. 22.31.3.75.003

Block 3, Original Town of Northfield, Rice County, Minnesota

PID No. 22.31.3.52.001

Lot 1, Block 1, Carleton College Housing Addition, in the City of Northfield, Rice County, Minnesota

PID No. 22.31.3.75.002

Block 2, Original Town of Northfield, Rice County, Minnesota

EXHIBIT B

PLANNING COMMISSION FINDINGS

Conditional Use Permit Approval Procedure & Approval Criteria:
A CUP follows the Type 4 Review Procedure found in Section 8.4.7 of the LDC. For the Type 4 Review Procedure, the Planning Commission holds a public hearing and makes a recommendation to City Council, and City Council makes the final decision.

In the approval of a conditional use permit, the Planning Commission may recommend that the City Council impose such conditions as necessary to make the use compatible with other uses allowed in the same district zone or vicinity. Northfield City Code, Section 8.5.9, Criterion (a) below must be met and criteria (b) through (n) shall be considered in the review of conditional use permit applications:

a) The proposed use is allowed as a conditional use in the district for which it is proposed as shown in Table 2.7-1;
Yes, the proposed uses of surface parking, bus stop, and pedestrian way are allowed either by-right or as conditional uses as an accessory to School (Institutions of Higher Education – College, Seminary, or University) and other uses, which are allowed as a conditional use in Table 2.7-1 within the CD-S: College Development zoning district. Section 2.4.2 College Development District divides the zoning in this district into two sub-zones. Portions of the project area are within the Perimeter Transition Area (PTA), wherein any development is subject to the development standards applicable to Conditional Use Permit criteria, and the Type 4 review procedure with a Neighborhood Meeting required.

b) The conditional use will be in accordance with the general objectives, or with any specific objective, of the city's comprehensive plan and this LDC;
The expanded parking does meets the outcomes identified in the City's Comprehensive Plan and LDC in the following categories:

Ch3 Strategy 1: Plan for accessibility –

- Outcome: Northfield has a well-connected and well-used transit, rideshare, and carshare alternatives for trips that require a vehicle.
    - Relocation of the bus stop to the proposed locating improves accessibility on and off campus by locating more residences within an estimated 5-minute walk. The impact is likely to be minimal but should generally be positive, based on industry best practices. College students are one of the largest user demographics of Northfield's transit system.

Ch3 Strategy 5: Design for safe access

- Outcome: Street rights-of-way are allocated and designed for all users and modes of travel appropriate to the surrounding land use including access for people of all ages and abilities, pedestrian scale lighting, green infrastructure, and shade trees.
    - Closing College Street to vehicle traffic reduces vehicle conflicts with pedestrians and bicyclists. While College St. sees low volumes of vehicle traffic, pedestrian and bicycle traffic is significantly greater than surrounding locations. The impacted portions of the adjacent neighborhood streets have sidewalks on both sides of the street, and bike

lanes are present 2nd St. E, Nevada St. S and College St. S. City streets are designed to safely accommodate vehicle traffic, and the intersections along 1st St. E. have "bump-outs" installed to calm traffic and improve safety. There is potential for the project to increase traffic on certain segments of neighborhood streets, but those impacts will not be significant.

Ch3 Strategy 6: Design for resiliency and sustainability –

- Outcome: The city, as a municipal entity, and its residents and businesses have collectively decreased our greenhouse gas emissions and reliance on non-local energy sources through mitigation strategies.
    - Generally, improved safety for pedestrians and bicycles on College St. can be expected to increase the number of people choosing to walk and cycle (and thus not driving), but the impacts are not likely to be significant. Also, generally, improving the accessibility and utility of transit is expected to increase ridership and reduce car trips, but these impacts are also not expected to be significant.
- Outcome: The city plans land uses and new development to reduce vehicle miles traveled and non-local inputs, including energy sources.
    - This project should generally be regarded as a positive step in this direction, though advances will be incremental and generally not significant.

Ch4 Strategy 6: Grow in a compact, sustainable development pattern –

- Outcome: Northfield's development and redevelopment initiatives focus on projects that increase tax productivity, preserve natural resources, limits negative climate impacts, improves access to jobs and services, and assess the fiscal impact of the development or redevelopment project.
    - The project uses existing city infrastructure and resources in a reasonable way that balances improving access to jobs and services with actions that can be generally expected to limit or reduce negative climate impacts and preserve natural resources.

The proposed use meets or is expected to meet the following purposes of the LDC without running contrary to any others:

1.1.1 Maintain and enhance the community's distinct small-town character.

1.1.4 Create residential community areas with strong neighborhood qualities including pedestrian-friendly streets, community gathering spaces, and basic commercial needs within walking distance.

1.1.9 Promote an ethic of sustainability in all activities to ensure that proposed development and redevelopment will, at a minimum, conserve energy and natural resources.

1.1.11 Ensure that proposed development is of human scale, primarily pedestrian-oriented to the extent appropriate, and designed to create exceptional streetscapes and pedestrian spaces.

1.1.12 Minimize vehicle traffic by providing for a mixture of land uses, pedestrian-oriented development, compact community form, safe and effective multi-modal traffic circulation (e.g., pedestrian, bicycle, and vehicular), and adequate on- and off-street parking facilities.

1.1.15 Ensure compatibility between different types of development and land uses.
1.1.16 Create a comprehensive and stable pattern of land uses upon which to plan transportation, water supply, sewerage, energy, and other public facilities and utilities.

c) The conditional use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
The proposed use reduces overall parking supply with the Perimeter Transition Area and implements practices generally understood to reduce demand for single-occupant vehicle use and associated parking by improving access to transit and safety of walking and biking.

The area is characterized by the transition from low-density residential use to college campus use. Compatibility, therefore, is focused on balancing trade-offs and addressing transitions through measures like abundant landscaping, traffic-calmed, neighborhood-style streets, and appropriately scaled structures. These features will not be altered by the project.

The existing parking lot off Nevada and 1st. St. E. includes a 50-foot-wide landscaped buffer, designed to mitigate the impact of the lot on nearby residents. In the winter months, the deciduous shrubs' lack of foliage is inadequate to achieve the intended screening. However, a solid hedge of evergreens may present a safety risk by limiting observability of the parking lot and/or creating locations where individuals may hide. A condition to enhance this landscape buffer to provide year-round screening has been included to address this issue.

d) The conditional use will not be hazardous or reasonably disturbing to existing or future uses;
The conditional use will not be hazardous or reasonably disturbing to existing or future uses. The additional bus traffic will be minimal, with approximately 1 bus running every hour during normal operating hours Monday through Friday, and 1 bus every 45 minutes Monday through Saturday. City buses have been operating on residential streets throughout the city without complaint for years, and generally safer for both passengers and non-occupants compared to private vehicles. S

Screening, lighting, nuisance conditions, and other potential impacts are addressed via the City Code which regulates impacts and transitions between different zones. Any development in the city is required to comply with the provisions of the Land Development Code (LDC), including this Conditional Use Permit process. The LDC is designed to provide balance between competing interests and needs as the property owners develop their land within the city. This CUP process allows impacted parties to raise additional specific concerns that may not be adequately addressed by the LDC, and the proposed conditions have been developed in response to concerns raised by members of the public.

The existing lighting of the parking lot at the northwest corner of 1st St. E. and Nevada was described as too bright and inadequately screened from the adjacent residents. Recognizing that existing lighting would not meet the existing code, and that a certain level of lighting is necessary for adequate security, a condition requiring the lenses installed on existing lighting be removed and that new lighting be kept minimal has been prepared.

e) The conditional use will be served adequately by essential public facilities and services such as streets, police and fire protection, drainage structures, refuse disposal, water and sewer;
The parking lot and bus stop would be adequately served by essential public services. The property is served by 1st St. E. and a robust street grid with high connectivity to the south including sidewalks and bike lanes. Emergency services will have access from multiple access points. Drainage on site is served by a storm sewer. The project will not have a significant impact on refuse disposal or water and sewer connections.

Public comments indicated concern about increased garbage truck traffic due to the presence of a garbage enclosure structure included in the project. The applicant has clarified that the enclosure will screen existing trash receptacles currently serviced at the same location, and no increase in service activity is anticipated.

f) The benefits of the conditional use outweigh the potential negative effects of the surrounding community;
The benefits of the proposed development outweigh the potential negative effects. This project can generally be viewed as having a positive impact on transit function and access, a positive impact on pedestrian and bicycle safety, and a positive impact, long term, on climate impacts. While generally the traffic impacts to the neighborhood will be minimal, with any increase in traffic being localized to specific street segments due to relocation of existing traffic.

g) The conditional use will not create excessive additional requirements at public cost for public facilities and services;
The conditional use will not create additional public costs for public facilities or services.

h) The conditional use will not involve uses, activities, processes, materials, equipment and conditions or operations that will be detrimental to any persons, property or the general welfare by reason of excessive traffic, noise, smoke, fumes, glare, or odors;
The relocated parking lot and bus stop are not expected to generate noise, smoke, fumes, glare, or odors that are any more excessive than the existing conditions. There will be a localized, minimal increase in traffic, offset by decreases elsewhere. The facility is not a transit hub, and idling vehicles will not be excessive.

i) The conditional use will not result in the destruction, loss, or damage of natural, scenic, or historic features of major importance as may be established in the comprehensive plan or other city plans related to natural, scenic, or historic features;
The parking lot and bus stop are not expected to result in the destruction, loss, or damage of natural, scenic, or historic features of major importance as may be established in the comprehensive plan or other city plans related to natural, scenic, or historic features.

j) The traffic and parking generated by the use will not lower the Levels of Services as described in the comprehensive plan update of intersections within a quarter mile of the site.
The additional trips generated by this use are not significant enough to lower the Levels of Services within a quarter mile of the site.

k) In residential districts, the use is of a similar height, building orientation, massing, setback, and scale as to be compatible with surrounding uses in compliance with Section 3.5 Neighborhood Compatibility Standards;

The proposed parking lot and bus stop are within the Perimeter Transition Area because it is adjacent to a residential district, and special consideration is due to this proximity. Concerns raised by the neighborhood have been addressed via the proposed conditions or demonstrated to not be significant.

l) In the Perimeter Transition Area (PTA) within the college development district (CD-S) that abut residential and commercial districts, height, building orientation, massing, setback and scale shall be considered in building renovation and/or new construction in order to maintain compatibility with surrounding areas as described in Section 3.4, Neighborhood Compatibility Standards. These neighborhood compatibility standards are to be administered in order to maintain a harmonious neighborhood environment and absolute compliance with these standards is not intended.

The primary focus of the compatibility standards is to ensure that new infill development, redevelopment, or building expansion relates to the massing and scale of the surrounding structures. The proposed bus shelters will not be out of scale with the surrounding neighborhood. Screening comprised of vegetation has been installed between the existing parking lot and the street, and the parking is set back approximately 50 feet from the right-of-way creating a park-like setting along this section of 1st St. E. and is compatible with the surrounding areas. Concerns about light, and additional screening have been addressed via proposed conditions.

m) Impacts such as noise, hours of activity, and outdoor lighting have been addressed to mitigate negative impacts on nearby uses.

The Land Development Code includes regulations designed to mitigate noise and impacts of outdoor lighting, compliance with these provisions is required for site plan approval. Hours of activity will be consistent with existing conditions. Blue Route buses run from 6:00 AM until 6:00 PM and the Express bus runs from 3:00 PM to 9:45 PM.

n) Parking is adequately provided for the proposed conditional use.

The LDC requires no additional off-street parking in the CD-S: College Development zone. Instead, it requires a parking study to assess mitigation strategies that will reduce demand for parking. Improving student access to transit should reduce demand for parking. Carleton College's 2021 parking study concluded there was a need for 806 off-street parking spaces and identified a supply of 980 off-street spaces. The proposed project will reduce net parking by 12 spaces, adding 12 spaces to the parking lot located off 1st St. E. and Nevada St. S. On-street parking in the area is provided and utilized at an acceptable level. Parking is therefore adequate.

CITY OF NORTHFIELD, MN
PLANNING COMMISSION RESOLUTION 2026-003

RECOMMENDATION APPROVING A CONDITIONAL USE PERMIT TO CITY COUNCIL TO MAKE TRANSPORTATION FACILITY IMPROVEMENTS IN THE PERIMETER TRANSITION AREA

WHEREAS, the applicant, Carleton College (the "Applicant"), seeks a Conditional Use Permit, pursuant to Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8 and 8.5.9, in order to: 1) close that privately-owned portion of College St. north of 1st St. E.; 2) relocate the bus stop and parking spaces from that location to the parcel northwest of the intersection of Nevada St. and 1st St. E.; and 3) expand the existing parking lot north west of the intersection of Nevada St. and 1st St. E. to accommodate the relocated bus stop and parking (the "Conditional Use Permit"), which is within the Perimeter Transition Area of the property zoned CD-S: College Development; and

WHEREAS, the Applicant is the owner of the above-referenced property; and

WHEREAS, the above-referenced property is legally described on Exhibit A, which is attached hereto and incorporated herein by reference; and

WHEREAS, the City of Northfield Planning Commission (the "Planning Commission") conducted a public hearing on March 19, 2026, and received public testimony regarding the proposed Conditional Use Permit; and,

WHEREAS, all required notices regarding the above-referenced public hearing were properly made; and

WHEREAS, following the public hearing, the Planning Commission reviewed the requested Conditional Use Permit at its March 19, 2026 meeting pursuant to the standards and criteria contained in Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8, and 8.5.9, and postponed their decision to the following meeting; and

WHEREAS, the Planning Commission reviewed the requested Conditional Use Permit at its April 16, 2026 meeting pursuant to the standards and criteria contained in Northfield City Code, Ch. 34, the Land Development Code, Secs. 3.2.8, and 8.5.9.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION THAT:

1. The recitals hereto are incorporated herein by reference as findings.

2. The Planning Commission's hereby recommends approval to the City Council of the requested Conditional Use Permit, pursuant to Northfield City Code, Ch. 34, Secs. 3.2.8, and 8.5.9, in order to: 1) close that privately-owned portion of College St. north of 1st St. E.; 2) relocate the bus stop and parking spaces from that location to the parcel northwest

of the intersection of Nevada St. and 1st St. E.; and 3) expand the existing parking lot north west of the intersection of Nevada St. and 1st St. E. to accommodate the relocated bus stop and parking, and adopts the findings, which are attached hereto and incorporated herein by reference as Exhibit B subject to the following conditions:

a. The landscape buffer between the existing parking lot and 1st St. E. be enhanced with a combination of plant materials or other features, which may include raised planters, solid decorative masonry walls, or other screening elements designed to achieve year-round screening of the parking lot from adjacent residential uses without creating additional safety concerns by excessively limiting visibility from the rights-of-way.
b. The existing light fixtures in the project area shall have the lenses removed to reduce the scattering of light, and new fixtures will be kept to a minimum necessary number, shall not have lenses, and shall be compliant with City Code requirements applicable to outdoor lighting adjacent to residential uses.

PASSED by the Planning Commission of the City of Northfield on this 16th day of April 2026.

Chair

Member

VOTE: Y KUHLMANN Y SCHROEER Y BUCKHEIT

N HOLLERAN Y LAUER Y NOWAK N SCHMIDT

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

PID 2231375002
PID 2231375003
PID 2231400001
PID 2231352001

EXHIBIT B

PLANNING COMMISSION FINDINGS

Conditional Use Permit Approval Procedure & Approval Criteria:
A CUP follows the Type 4 Review Procedure found in Section 8.4.7 of the LDC. For the Type 4 Review Procedure, the Planning Commission holds a public hearing and makes a recommendation to City Council, and City Council makes the final decision.

In the approval of a conditional use permit, the Planning Commission may recommend that the City Council impose such conditions as necessary to make the use compatible with other uses allowed in the same district zone or vicinity. Northfield City Code, Section 8.5.9, Criterion (a) below must be met and criteria (b) through (n) shall be considered in the review of conditional use permit applications:

a) The proposed use is allowed as a conditional use in the district for which it is proposed as shown in Table 2.7-1;
Yes, the proposed uses of surface parking, bus stop, and pedestrian way are allowed either by-right or as conditional uses as an accessory to School (Institutions of Higher Education – College, Seminary, or University) and other uses, which are allowed as a conditional use in Table 2.7-1 within the CD-S: College Development zoning district. Section 2.4.2 College Development District divides the zoning in this district into two sub-zones. Portions of the project area are within the Perimeter Transition Area (PTA), wherein any development is subject to the development standards applicable to Conditional Use Permit criteria, and the Type 4 review procedure with a Neighborhood Meeting required.

b) The conditional use will be in accordance with the general objectives, or with any specific objective, of the city's comprehensive plan and this LDC;
The expanded parking does meets the outcomes identified in the City's Comprehensive Plan and LDC in the following categories:

Ch3 Strategy 1: Plan for accessibility –

- Outcome: Northfield has a well-connected and well-used transit, rideshare, and carshare alternatives for trips that require a vehicle.
    - Relocation of the bus stop to the proposed locating improves accessibility on and off campus by locating more residences within an estimated 5-minute walk. The impact is likely to be minimal but should generally be positive, based on industry best practices. College students are one of the largest user demographics of Northfield's transit system.

Ch3 Strategy 5: Design for safe access

- Outcome: Street rights-of-way are allocated and designed for all users and modes of travel appropriate to the surrounding land use including access for people of all ages and abilities, pedestrian scale lighting, green infrastructure, and shade trees.
    - Closing College Street to vehicle traffic reduces vehicle conflicts with pedestrians and bicyclists. While College St. sees low volumes of vehicle traffic, pedestrian and bicycle traffic is significantly greater than surrounding locations. The impacted portions of the adjacent neighborhood streets have sidewalks on both sides of the street, and bike

lanes are present 2nd St. E, Nevada St. S and College St. S. City streets are designed to safely accommodate vehicle traffic, and the intersections along 1st St. E. have "bump-outs" installed to calm traffic and improve safety. There is potential for the project to increase traffic on certain segments of neighborhood streets, but those impacts will not be significant.

Ch3 Strategy 6: Design for resiliency and sustainability –

- Outcome: The city, as a municipal entity, and its residents and businesses have collectively decreased our greenhouse gas emissions and reliance on non-local energy sources through mitigation strategies.
    - Generally, improved safety for pedestrians and bicycles on College St. can be expected to increase the number of people choosing to walk and cycle (and thus not driving), but the impacts are not likely to be significant. Also, generally, improving the accessibility and utility of transit is expected to increase ridership and reduce car trips, but these impacts are also not expected to be significant.
- Outcome: The city plans land uses and new development to reduce vehicle miles traveled and non-local inputs, including energy sources.
    - This project should generally be regarded as a positive step in this direction, though advances will be incremental and generally not significant.

Ch4 Strategy 6: Grow in a compact, sustainable development pattern –

- Outcome: Northfield's development and redevelopment initiatives focus on projects that increase tax productivity, preserve natural resources, limits negative climate impacts, improves access to jobs and services, and assess the fiscal impact of the development or redevelopment project.
    - The project uses existing city infrastructure and resources in a reasonable way that balances improving access to jobs and services with actions that can be generally expected to limit or reduce negative climate impacts and preserve natural resources.

The proposed use meets or is expected to meet the following purposes of the LDC without running contrary to any others:

1.1.1 Maintain and enhance the community's distinct small-town character.

1.1.4 Create residential community areas with strong neighborhood qualities including pedestrian-friendly streets, community gathering spaces, and basic commercial needs within walking distance.

1.1.9 Promote an ethic of sustainability in all activities to ensure that proposed development and redevelopment will, at a minimum, conserve energy and natural resources.

1.1.11 Ensure that proposed development is of human scale, primarily pedestrian-oriented to the extent appropriate, and designed to create exceptional streetscapes and pedestrian spaces.

1.1.12 Minimize vehicle traffic by providing for a mixture of land uses, pedestrian-oriented development, compact community form, safe and effective multi-modal traffic circulation (e.g., pedestrian, bicycle, and vehicular), and adequate on- and off-street parking facilities.

1.1.15 Ensure compatibility between different types of development and land uses.
1.1.16 Create a comprehensive and stable pattern of land uses upon which to plan transportation, water supply, sewerage, energy, and other public facilities and utilities.

c) The conditional use will be designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;
The proposed use reduces overall parking supply with the Perimeter Transition Area and implements practices generally understood to reduce demand for single-occupant vehicle use and associated parking by improving access to transit and safety of walking and biking.

The area is characterized by the transition from low-density residential use to college campus use. Compatibility, therefore, is focused on balancing trade-offs and addressing transitions through measures like abundant landscaping, traffic-calmed, neighborhood-style streets, and appropriately scaled structures. These features will not be altered by the project.

The existing parking lot off Nevada and 1st. St. E. includes a 50-foot-wide landscaped buffer, designed to mitigate the impact of the lot on nearby residents. In the winter months, the deciduous shrubs' lack of foliage is inadequate to achieve the intended screening. However, a solid hedge of evergreens may present a safety risk by limiting observability of the parking lot and/or creating locations where individuals may hide. A condition to enhance this landscape buffer to provide year-round screening has been included to address this issue.

d) The conditional use will not be hazardous or reasonably disturbing to existing or future uses;
The conditional use will not be hazardous or reasonably disturbing to existing or future uses. The additional bus traffic will be minimal, with approximately 1 bus running every hour during normal operating hours Monday through Friday, and 1 bus every 45 minutes Monday through Saturday. City buses have been operating on residential streets throughout the city without complaint for years, and generally safer for both passengers and non-occupants compared to private vehicles. S

Screening, lighting, nuisance conditions, and other potential impacts are addressed via the City Code which regulates impacts and transitions between different zones. Any development in the city is required to comply with the provisions of the Land Development Code (LDC), including this Conditional Use Permit process. The LDC is designed to provide balance between competing interests and needs as the property owners develop their land within the city. This CUP process allows impacted parties to raise additional specific concerns that may not be adequately addressed by the LDC, and the proposed conditions have been developed in response to concerns raised by members of the public.

The existing lighting of the parking lot at the northwest corner of 1st St. E. and Nevada was described as too bright and inadequately screened from the adjacent residents. Recognizing that existing lighting would not meet the existing code, and that a certain level of lighting is necessary for adequate security, a condition requiring the lenses installed on existing lighting be removed and that new lighting be kept minimal has been prepared.

e) The conditional use will be served adequately by essential public facilities and services such as streets, police and fire protection, drainage structures, refuse disposal, water and sewer;
The parking lot and bus stop would be adequately served by essential public services. The property is served by 1st St. E. and a robust street grid with high connectivity to the south including sidewalks and bike lanes. Emergency services will have access from multiple access points. Drainage on site is served by a storm sewer. The project will not have a significant impact on refuse disposal or water and sewer connections.

Public comments indicated concern about increased garbage truck traffic due to the presence of a garbage enclosure structure included in the project. The applicant has clarified that the enclosure will screen existing trash receptacles currently serviced at the same location, and no increase in service activity is anticipated.

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j) The traffic and parking generated by the use will not lower the Levels of Services as described in the comprehensive plan update of intersections within a quarter mile of the site.
The additional trips generated by this use are not significant enough to lower the Levels of Services within a quarter mile of the site.

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The primary focus of the compatibility standards is to ensure that new infill development, redevelopment, or building expansion relates to the massing and scale of the surrounding structures. The proposed bus shelters will not be out of scale with the surrounding neighborhood. Screening comprised of vegetation has been installed between the existing parking lot and the street, and the parking is set back approximately 50 feet from the right-of-way creating a park-like setting along this section of 1st St. E. and is compatible with the surrounding areas. Concerns about light, and additional screening have been addressed via proposed conditions.

m) Impacts such as noise, hours of activity, and outdoor lighting have been addressed to mitigate negative impacts on nearby uses.

The Land Development Code includes regulations designed to mitigate noise and impacts of outdoor lighting, compliance with these provisions is required for site plan approval. Hours of activity will be consistent with existing conditions. Blue Route buses run from 6:00 AM until 6:00 PM and the Express bus runs from 3:00 PM to 9:45 PM.

n) Parking is adequately provided for the proposed conditional use.

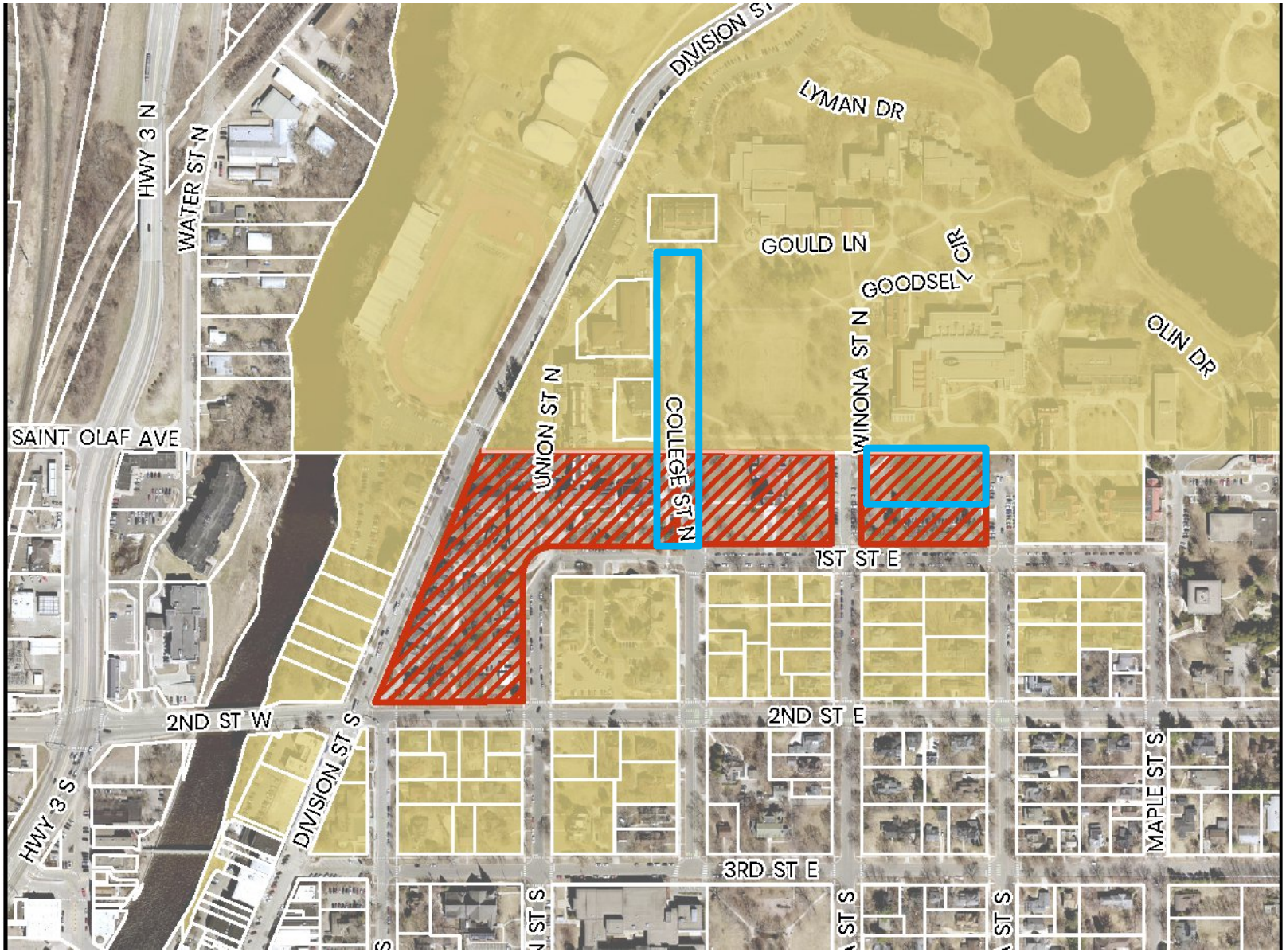
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THE CITY OF NORTHFIELD MINNESOTA ESTD 1855

Conditional Use Permit for Carleton College – Transportation Facility Improvements

Planning Commission– April 16, 2026

Mathias Hughey, Associate City Planner


DIVISION ST
LYMAN DR
HWY 3 N
WATER ST N
GOULD LN
GOODSELL CIR
OLIN DR
WINONA ST N
UNION ST N
COLLEGE ST N
SAINT OLAF AVE
1ST ST E
2ND ST W
2ND ST E
DIVISION ST S
HWY 3 S
MAPLE ST S
3RD ST E

Location

Timeline & Process

Type 4 Review

February 24, 2026: Neighborhood Meeting

March 4, 2026: Public Hearing Notice in Northfield News

March 6, 2026: Public hearing notice mailed to properties within 350 ft.

March 19, 2026: Public Hearing Planning Commission

April 16, 2026: Planning Commission Recommendation

April 21, 2026: City Council reviews and makes final decision on CUP

Conditional Use Permit

- Type 4 Review Process –
  - PC recommendation
  - City Council decision
- Address special requirements or characteristics of the use
- May impose conditions necessary to make the use compatible with other uses in the same vicinity
- 14 criteria, 1 required, 13 considered
- If criteria are satisfied, applicant is entitled to permit
- Not a **Site Plan Review** – concurrent or subsequent
  - Staff review
  - Compliance with Land Development Code

Project Summary

- Closure of College St. north of 1st St. E.
  - Existing bus stop closed
  - Existing 24 parking spaces (3 ADA) general parking removed
- Expand parking lot northeast of 1st St. E. and Nevada St.
  - Add trash enclosure for existing unscreened bins
  - Existing 82 stall lot expanded to 94 stalls
  - Bus stop located at north edge of lot

Project Summary

- Outcomes
  - Minor shift in traffic including buses (2 blocks east) no new traffic
  - Significant Reduction in pedestrian/vehicle conflicts on College St.
  - Net reduction of 10+ off-street parking spaces accessed off 1st St. E.
  - Trash properly screened
- Meets all applicable CUP criteria
- Neighborhood impacts minimal

Conditional Use Permit Approval Criteria

- Findings revised to reflect minimal nature of impacts and general application of best practices and principles in assessment
- Satisfies required criterion (a)
  - Allowed as a conditional use
- Satisfies criteria (b) – (n)
  - Consistent with LDC intent and Comp Plan
  - LDC requirements address compatibility between districts
  - Impacts are minimal and highly localized
  - Traffic calming present at impacted intersections
  - 2 conditions recommended

Neighbor Concerns – What we heard

- Safety Concerns due to increased traffic
  - More traffic will reduce safety (student drivers particular concern)
  - Bus traffic will reduce safety on neighborhood streets
  - Garbage trucks other large vehicles will be unsafe on neighborhood streets
  - On-street parking reduces safety of neighborhood streets
- Inadequate traffic study
  - Generally, agree that College St. has high pedestrian activity, so do other locations
  - No clear numbers for buses, additional vehicles, garbage or other large vehicles
- Neighborhood Character/quality of life
  - Bus traffic, garbage trucks, large bus traffic will reduce quality of life and do not belong on residential streets
  - Off-street parking is an eyesore, on-street parking is a problem
  - Trash should be elsewhere
  - Lighting is too bright
- Alternative locations preferred (less impact to adjacent neighbors)

Misconceptions & Misinformation

- No increase in Garbage truck traffic
- Location not for deliveries – no increase in delivery truck traffic
- College St. still accessible to Campus vehicles (ex. security)
- Traffic accessing Burton, Sayles, Leighton, etc. will access from Union

- Process
  - Availability of alternatives not a criterion
  - Applicant engagement with neighborhood not a criterion
  - CUP is focused on existing proposal

Safety & Quality of Life

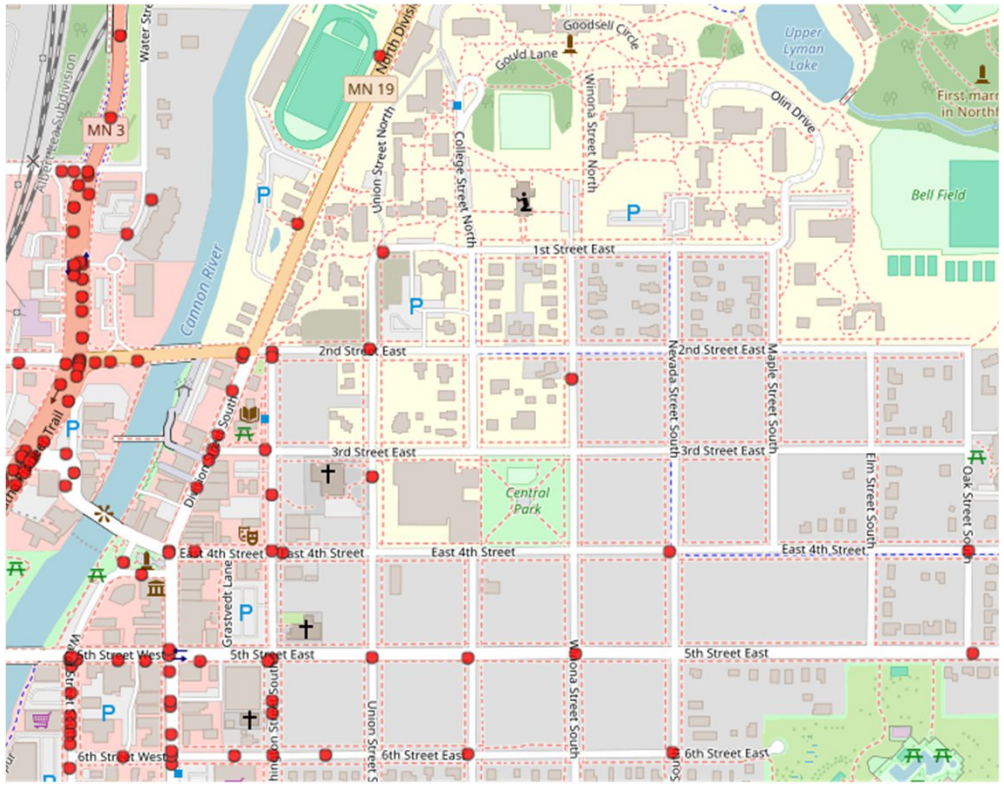
Criterion (d)

- the conditional use will not be hazardous or reasonably disturbing to existing or future uses;
- Other criteria address same or similar questions
- Criterion (j) Level of Service
- Criterion (n) parking is adequately provided

- Finding – meets criteria
- How?
  - Existing conditions vs. proposed
  - Crash data (10 years)
  - Complaints?
  - Traffic Counts
  - Comparable locations?
  - Potential solutions

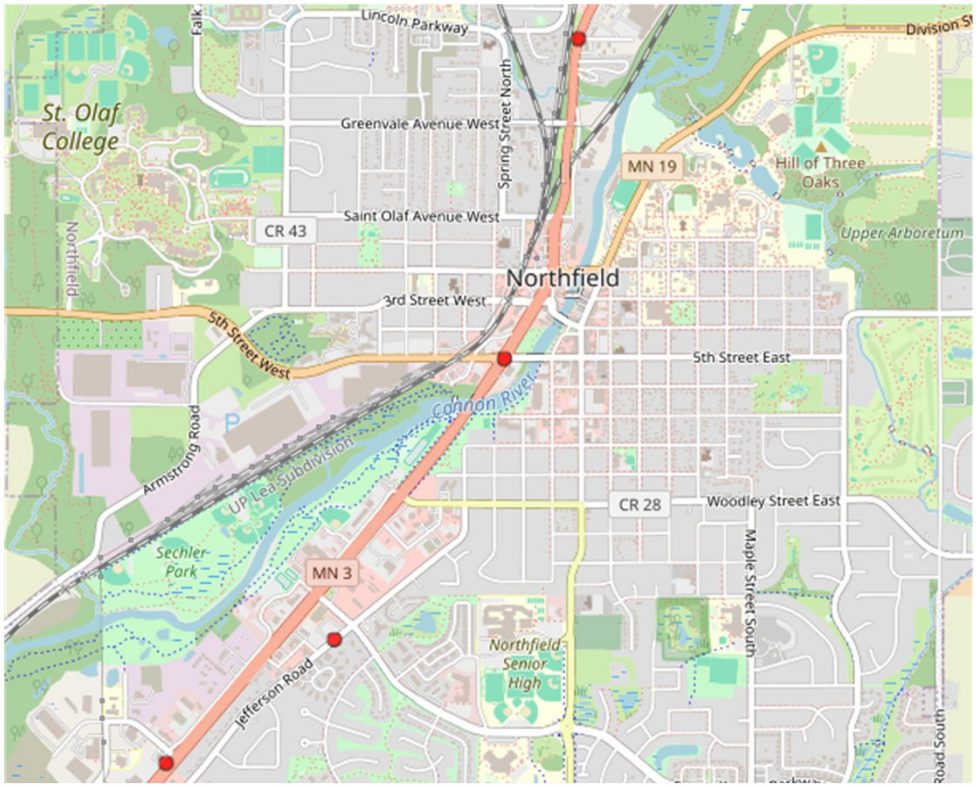
Safety – Area

- 10-year crash data shows:
  - 3 crashes in area
  - No pedestrian/bicycle involved crashes
  - No transit vehicle involved crashes for the area



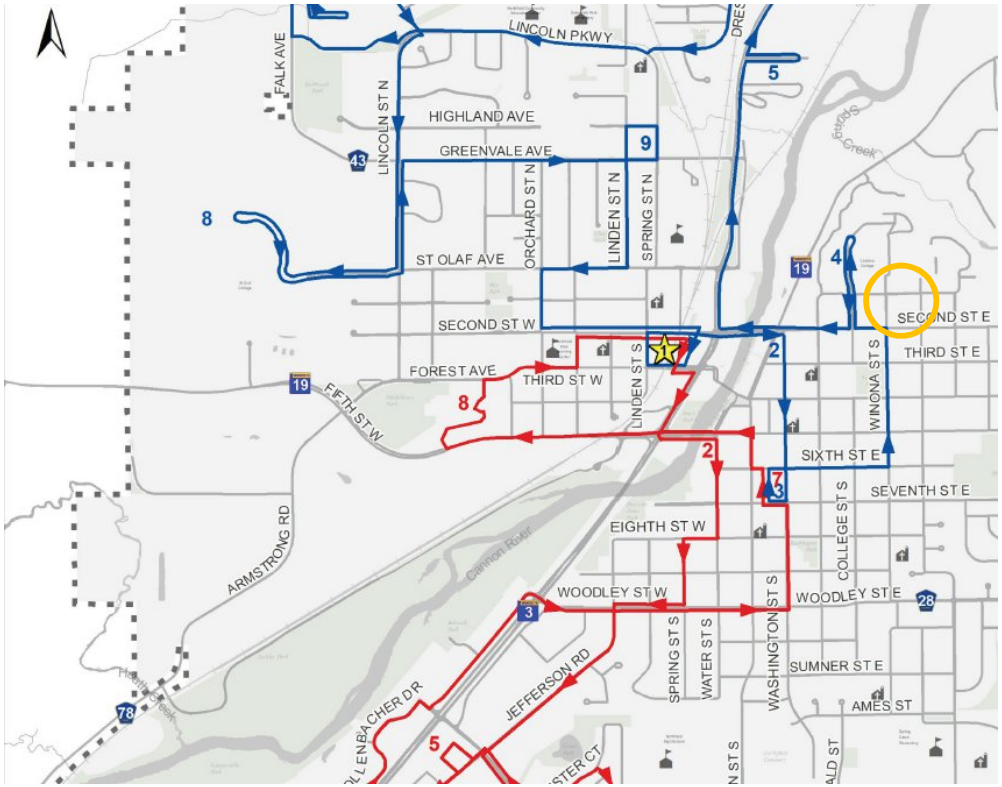
Safety – Buses/Large Vehicles

- No change to garbage or delivery traffic
- 10-year crash data
  - No indication these are unsafe
- Expert analysis?
  - Buses generally safer



Compatibility - Buses

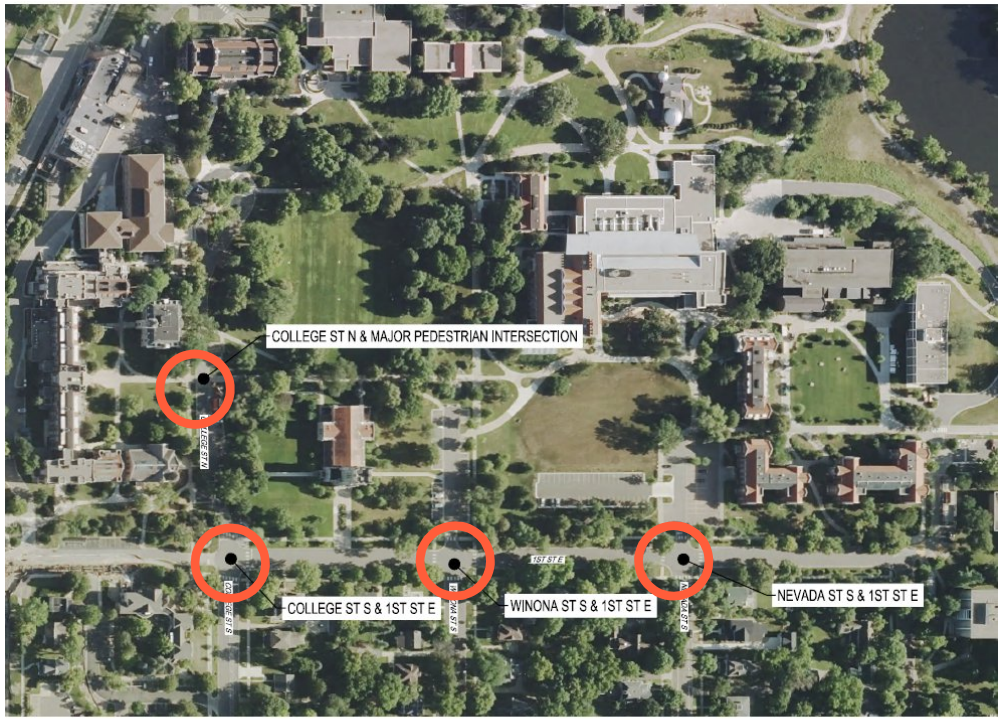
- Buses currently use all types of Streets
- No record of complaints on existing routes (specifically neighborhood streets)
- No record of complaints in school zones
- 1 bus per hour 6 am to 6 PM M-F
- 1 bus per 45 minutes 3 PM



Safety – Traffic Counts

- 3200 ped/bike at College
- 1600 ped/bike at College & 1st
- 900 ped/bike at Winona & 1st
- 400 ped/bike at 1st & Nevada

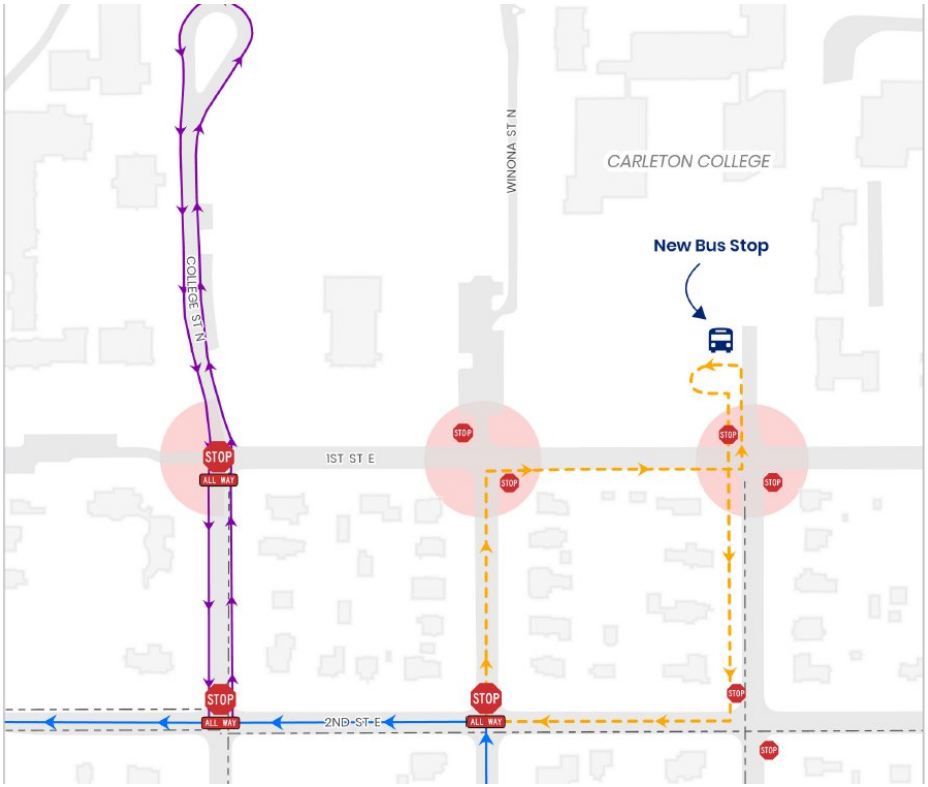
- 300 vehicles at College
- 900 at College & 1st
- 700 at Winona & 1st



FIC COUNT STUDY LOCATIONS

Traffic Safety – Solutions

- Traffic Calming (bumpouts) present along 1st St. E.
- Intersection control (stop signs) present at 3 impacted intersections
- Sidewalks & bike lanes present
- Reduced speed limits – City in process, must follow state



Traffic Safety – Conclusions

- Traffic will likely increase slightly on specific blocks
- That increase is not unreasonably disruptive, nor creates a measurable safety impact
  - Traffic control and calming present
  - Multi-modal facilities present
  - Any increase relatively small – streets will still not be among the busiest residential streets in town
  - No indication buses are unreasonably disruptive or unsafe

Criteria (j) & (n)

- Criterion (j) examines Level of Service, not more traffic
  - Throughput of intersections
  - Traffic counts show range of 150 to 90 through per hour
  - No new traffic, all traffic currently passes through neighborhood
- Criterion (n) is there adequate parking
  - Larger off-street parking facilities not desirable
  - Trade-offs on- vs. off-street parking
  - Nuisance parking behaviors are an issue to address through enforcement

Neighborhood Compatibility

- Neighborhood is a transition zone
- No buildings proposed
- Lighting too bright
  - Addressed via site plan review
  - Required to be dark sky compliant
  - Condition drafted and recommended
- Parking is unsightly/inadequately screened
  - Additional parking & bus stop on other side of existing parking
  - Condition drafted and recommended

Has this been adequately studied?

- Yes.
- No new traffic, portions of existing relocated
- Streets have capacity
- Impact too small to warrant additional analysis
- Applicant selected site based on internal and external expertise and constraints
- Trade-offs in parking – on-street vs. off-street

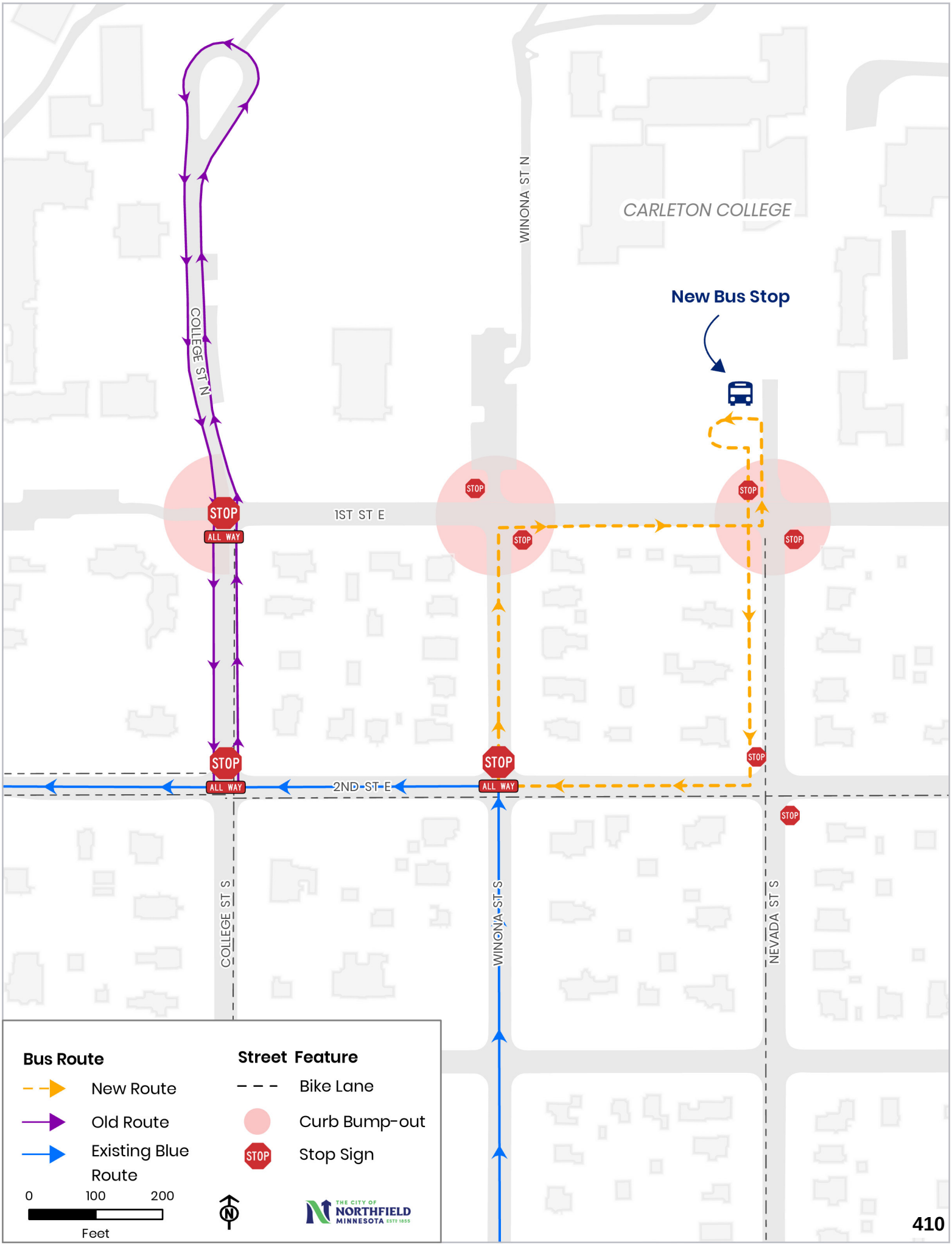
Staff Recommendation

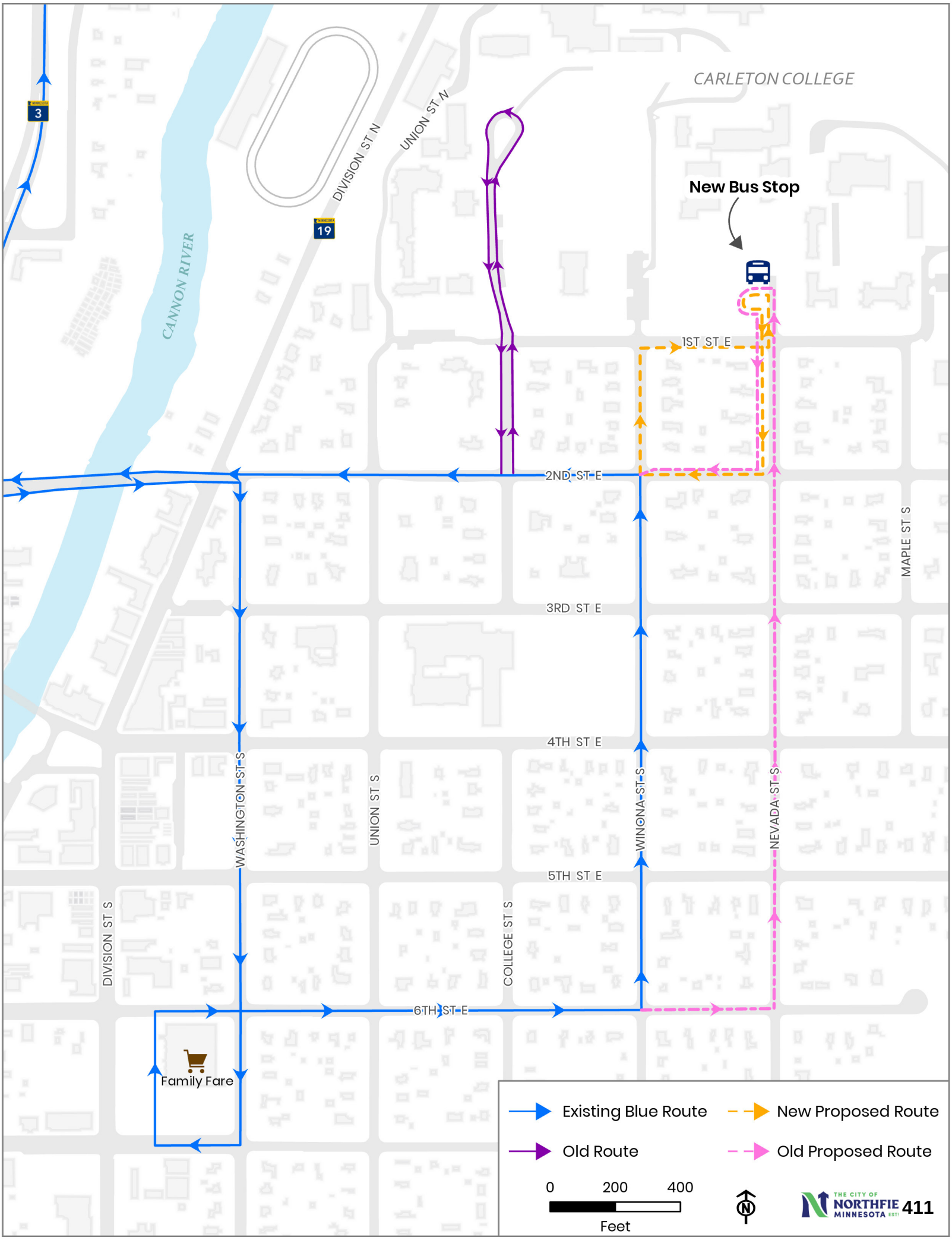


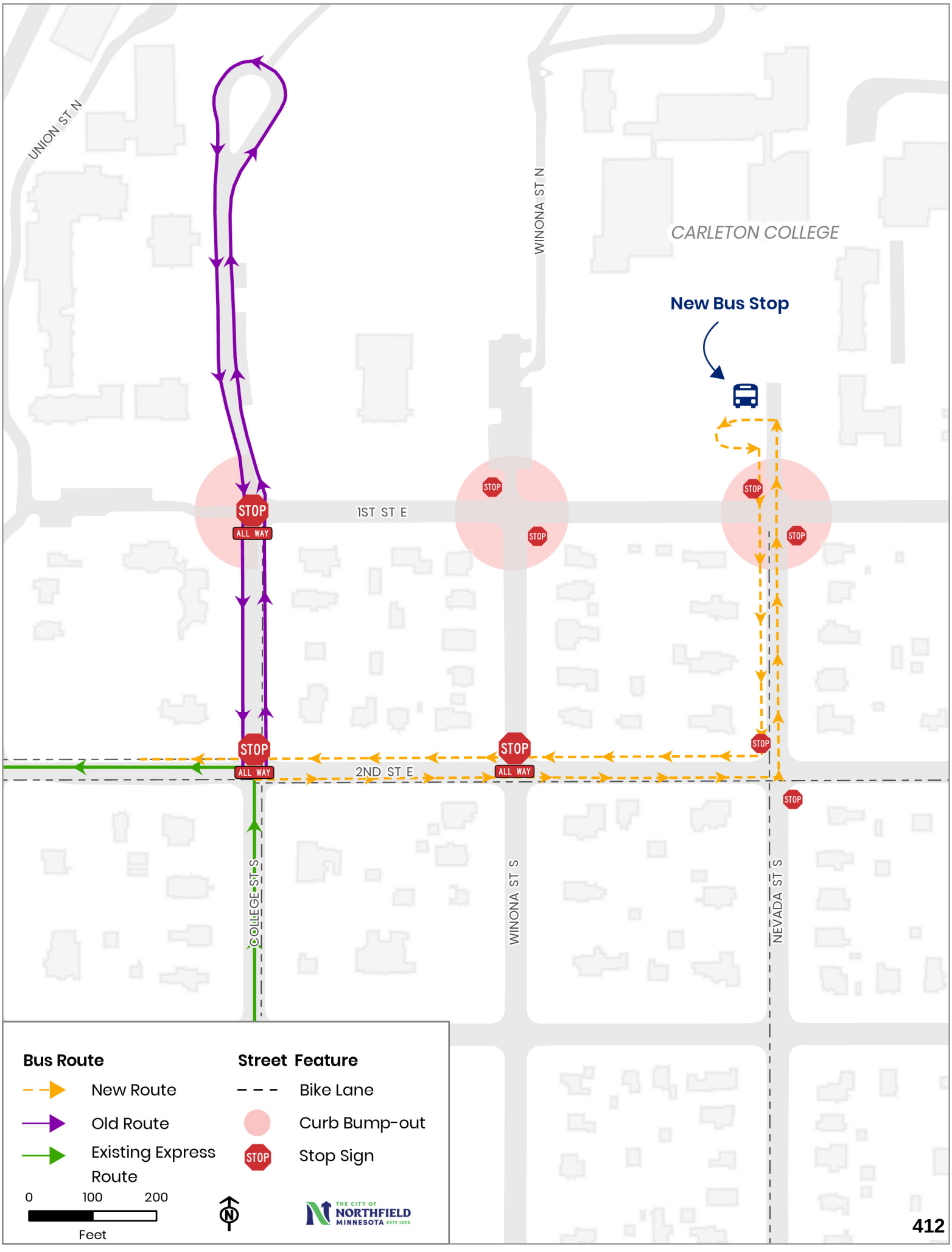
Staff recommends approval of the conditional use permit (CUP) for Carleton College to perform transportation facility improvements as specified.

Staff drafted 2 conditions applicable to project to address


Questions?
View north from 1st St. E. & Nevada
Google Maps
NORTHFIELD
MINNESOTA


WINONA ST N
CARLETON COLLEGE
New Bus Stop
COLLEGE ST N
STOP
ALL WAY
1ST ST E
2ND ST E
COLLEGE ST S
WINONA ST S
NEVADA ST S
Bus Route
New Route
Old Route
Existing Blue Route
Street Feature
Bike Lane
Curb Bump-out
Stop Sign
0
100
200
Feet
N
THE CITY OF NORTHFIELD MINNESOTA ESTD 1855


CARLETON COLLEGE
CANNON RIVER
DIVISION ST N
UNION ST N
3
19
New Bus Stop
1ST ST E
2ND ST E
3RD ST E
4TH ST E
5TH ST E
6TH ST E
MAPLE ST S
WASHINGTON ST S
UNION ST S
WINONA ST S
NEVADA ST S
COLLEGE ST S
DIVISION ST S
Family Fare
Existing Blue Route
New Proposed Route
Old Route
Old Proposed Route
0
200
400
Feet
THE CITY OF NORTHFIE MINNESOTA EST.
411


UNION ST N
WINONA ST N
CARLETON COLLEGE
New Bus Stop
1ST ST E
2ND ST E
COLLEGE ST S
WINONA ST S
NEVADA ST S
STOP
ALL WAY
Bus Route
New Route
Old Route
Existing Express Route
Street Feature
Bike Lane
Curb Bump-out
Stop Sign
0
100
200
Feet
THE CITY OF NORTHFIELD MINNESOTA ESTD 1855

College Street Redesign



Carleton

Background

- Closure of College Street identified over 15 years ago
- Various studies have identified benefits of closing the street to vehicular traffic requiring relocation of the campus bus stop

Carleton

Circulation Plan of 2020

- Reducing conflicts that exist between pedestrians, motorist, delivery trucks, and bicyclists
- Enhancing the character of the walkways to provide a functional and safe pedestrian campus experience
- Improve accessibility on campus

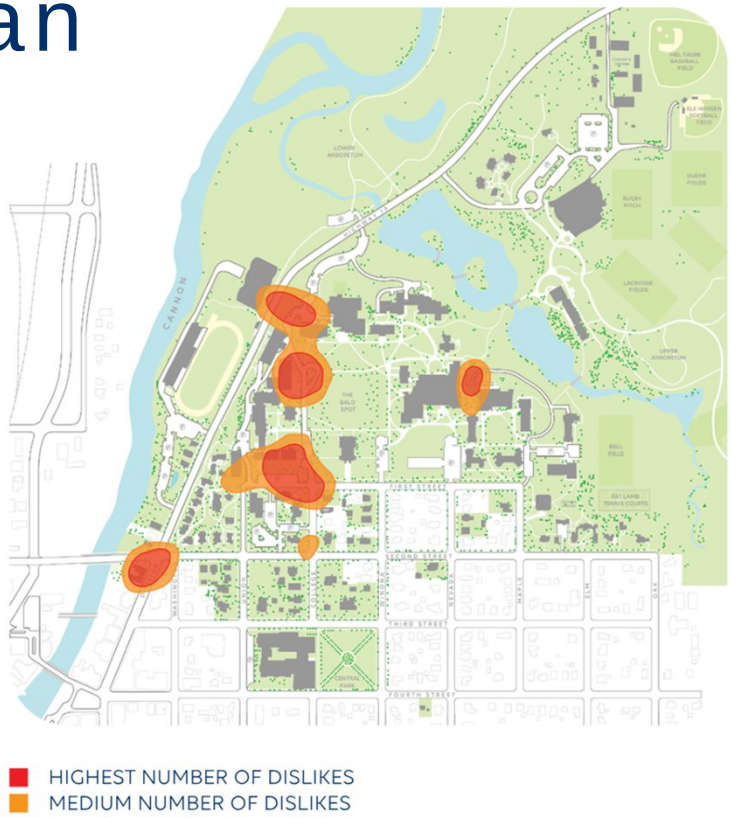




Carleton

2025 Campus Facilities Plan Recommendations

- Removing the vehicular turnaround in front of Sayles-Hill
- Rerouting delivery traffic to Union Street service access route
- Relocation of bus stop to a convenient location that does not require buses to travel in the heart of campus
- Relocation also recommended 2022 Walker Consulting study



Carleton

Campus Circulation Plan Completed Projects

- Union Street (Burton) service drive and loading dock enhancements
- Construct an accessible walkway from Leighton parking lot to front of the Library near Founders' Court



Carleton

Closing College Street - Goals

- Reduce vehicular traffic and pedestrian conflicts
- Enhance the heart of campus through pedestrian-friendly corridor
- Provide an central, alternative location for transportation pickups
- Maintain required emergency vehicle access
- Minimize impacts on parking
- Repair damage to the existing roadway

Carleton

Campus and Neighborhood Input

Campus input sessions February 10

College Council February 23 (faculty, staff, student, alumni and trustee reps.)

Neighborhood meeting February 24

- Mail to 20 proximate neighbors, email to 84 others
- ~ 30 attendees
- Public comments on pgs. 28-29

Carleton

Public Input: Traffic Pattern Changes

- Primary concern regarding more vehicular traffic further east
- Service deliveries routed to Union Street Service Drive
- Rerouting redistributes traffic patterns, not intensification
  - No additional services, shuttles, or buses planned (shuttle vol. pg. 25)
- Primary change is Hiawathaland route (pg. 25)
- Trash enclosure serviced by DSI, on current route
- Coach buses for athletic events continue to use Rec Center or West Gym

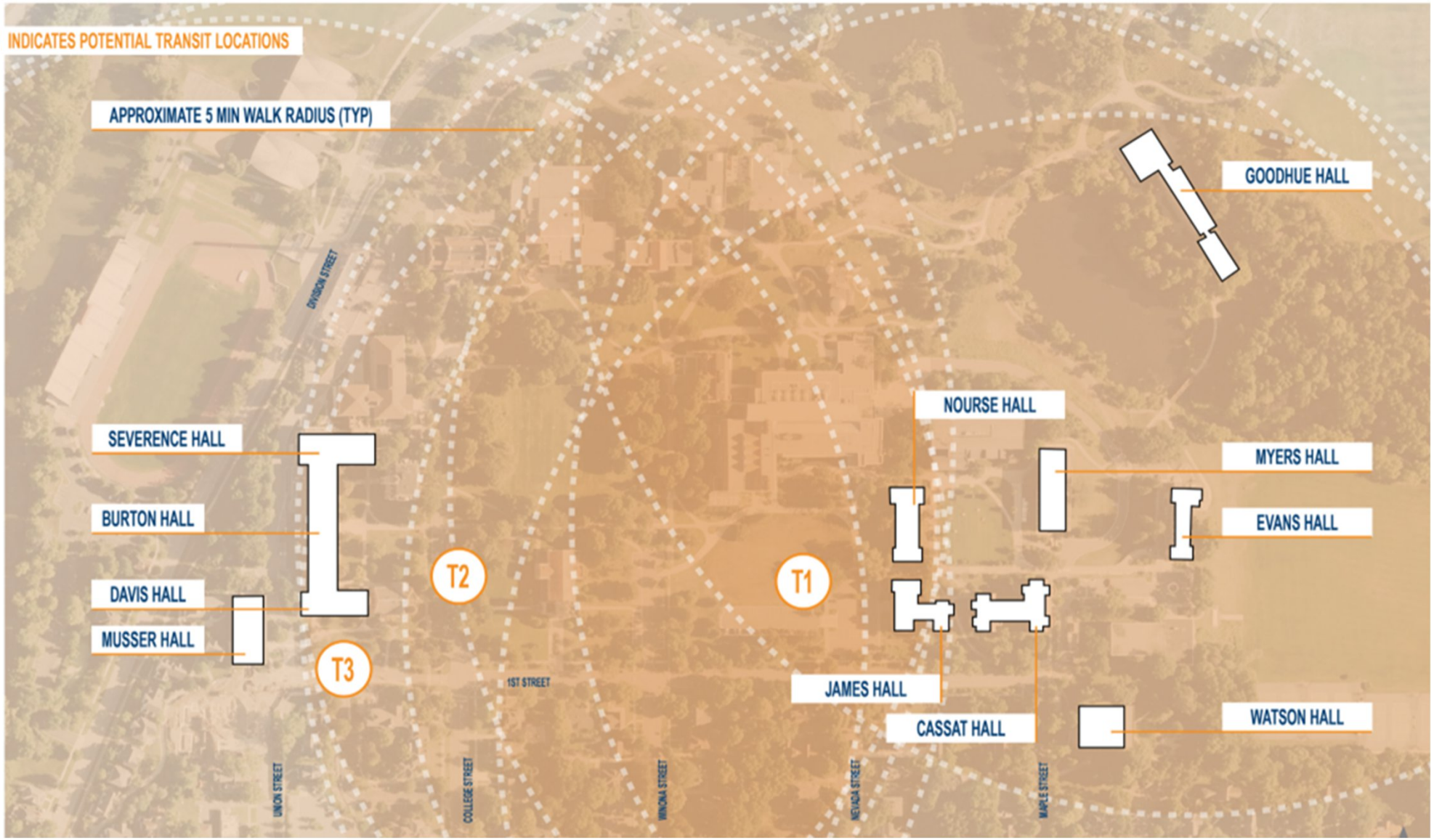
Carleton

Public Input: Bus Stop Location

- Agenda Packet pg. 27 notes three areas of most recent study
- T2 did not sufficiently meet the goals for the project (pedestrian/vehicle conflicts, campus disruption, significant tree loss)
- T3 eliminated based on walkshed analysis, pedestrian safety concerns, admissions visitor access, insufficient space for staging
    - Also studied and not pursued in 2023 as a part of the Student Health and Counseling Center

RESIDENCE HALL PROXIMITY

5 MINTUE WALLKING RANGE FROM MAIN RESIDENCE HALLS



Carleton

Public Input: Bus Stop Location

- Agenda Packet pg. 27 notes three areas of most recent study
- T2 did not sufficiently meet the goals for the project (pedestrian/vehicle conflicts, campus disruption, significant tree loss)
- T3 eliminated based on walkshed analysis, pedestrian safety concerns, admissions visitor access, insufficient space for staging
    - Also studied and not pursued in 2023 as a part of the Student Health and Counseling Center

Carleton

Public Input: Transit Route

- Agenda Packet pg. 25 shows current + proposed routes

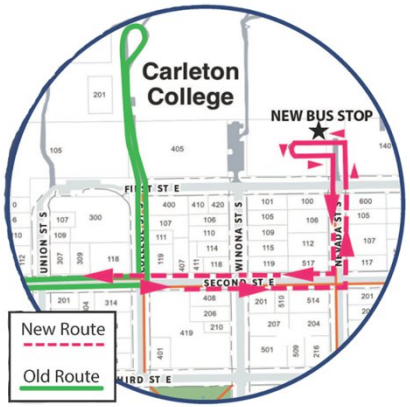
- Based on public feedback, proposed alternate route to Hiawathaland Transit
  - Mirroring existing routes as much as possible
  - Blue route change based on public input
  - Express route changed, but more limitations
  - Our stop, their route



Blue Route, Original



Blue Route, Revised



Express Route, Revised

Carleton

Public Input: Parking

- Project will relocate approximately 15 of 24 spaces from College Street to lot C2 at 1st and Nevada
- Net reclaimed from existing parking spots (service vehicles, etc.)
- Summer 2025 paving project at the Rec Center added 26 spaces
- ADA parking availability will meet or exceed code requirements

Carleton

Site Design + City Staff

- Decreases impervious surfaces and stormwater runoff
- Improves campus safety by reducing pedestrian/vehicle conflicts on west side of campus
- Plans for stormwater management, lighting and landscaping are currently being reviewed

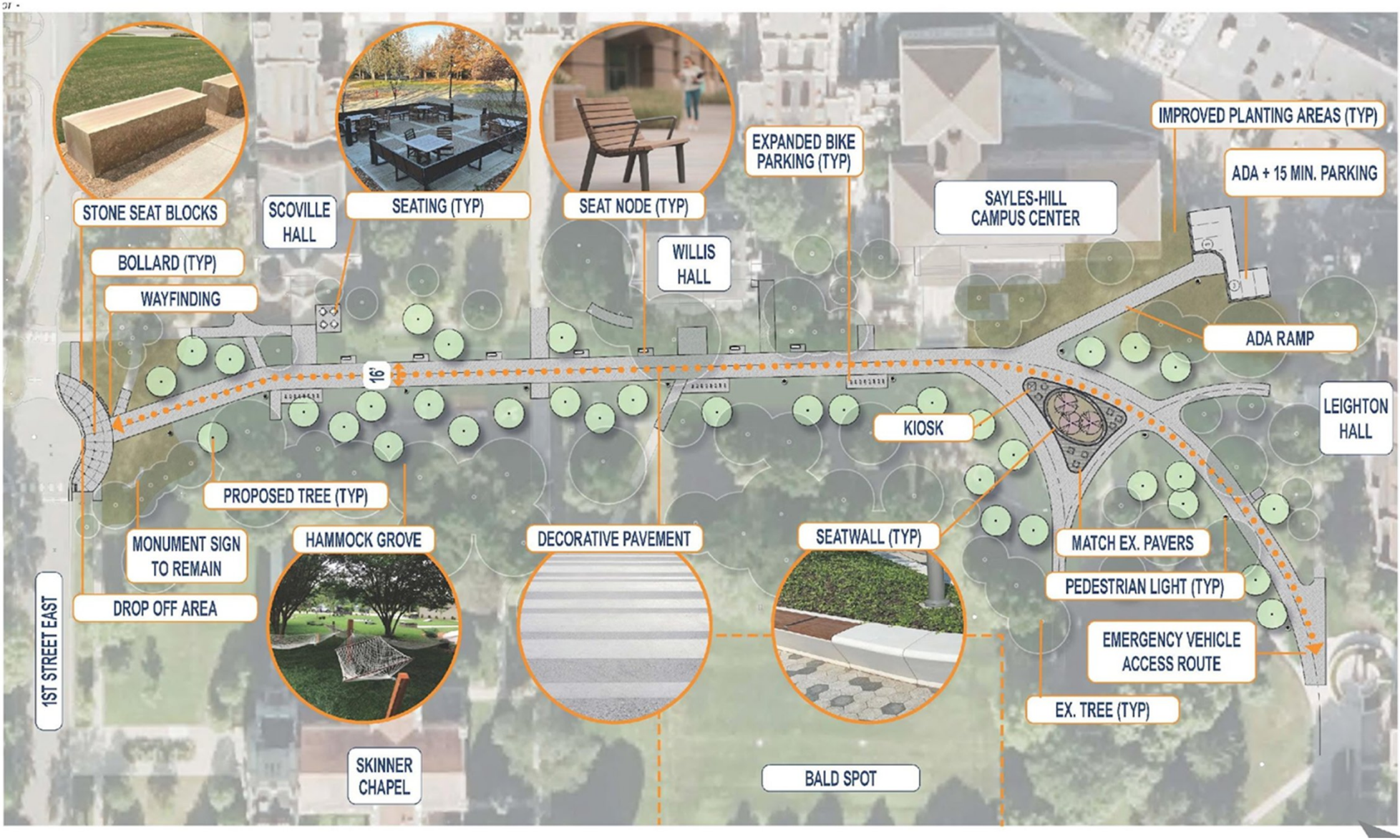
Carleton

Summary

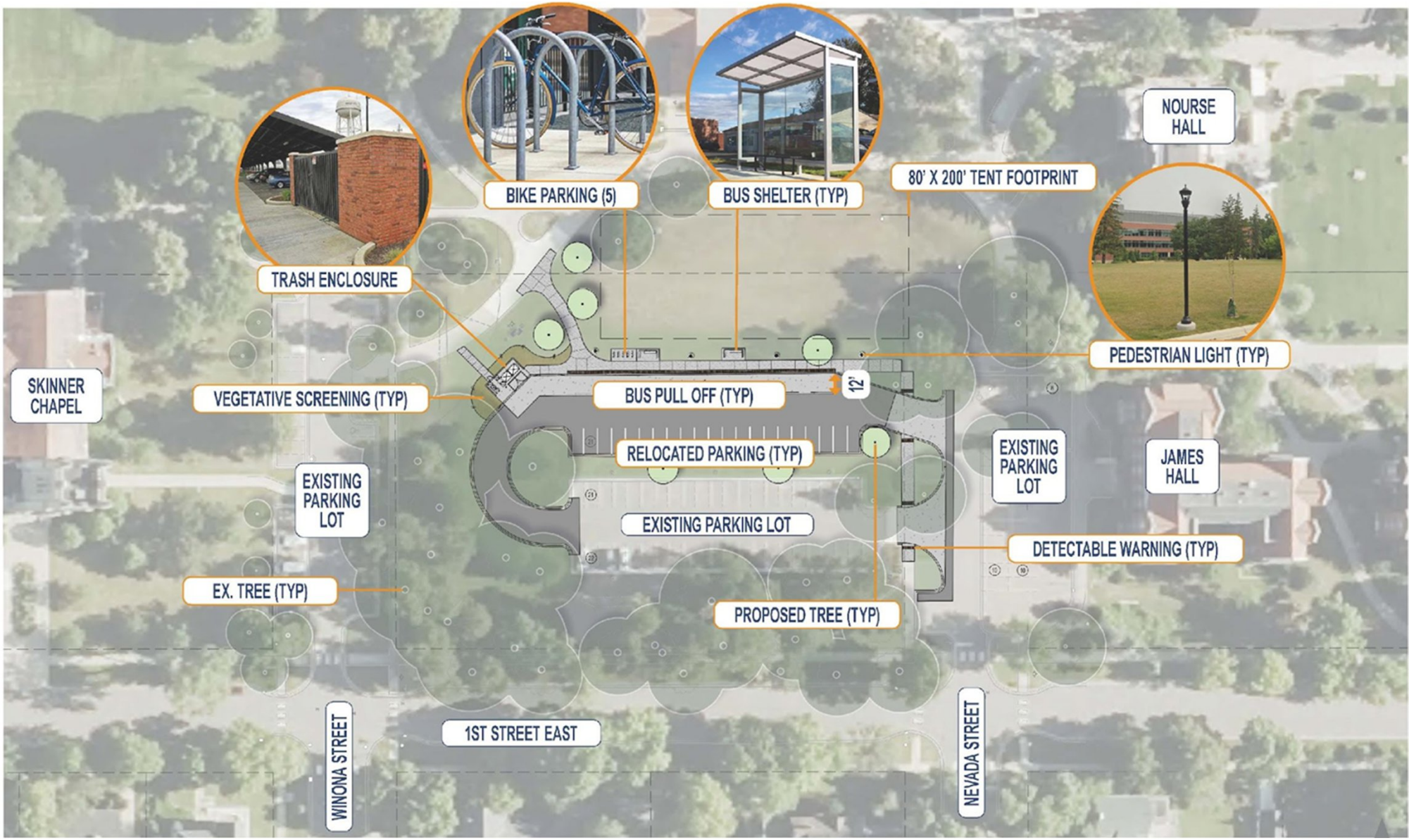
- Studied thoroughly, vetted widely
  - Campus community input sessions
  - Campus Design Advisory Committee
  - Capital Funding and Planning Committee
  - College Council
  - Board of Trustees Buildings and Grounds Committee
  - President's Cabinet
  - Neighborhood/public meeting

- Compliance with Conditional Use Permit requirements

COLLEGE STREET CONCEPT



BUS STOP


BIKE PARKING (5)
BUS SHELTER (TYP)
80' X 200' TENT FOOTPRINT
NOURSE HALL
TRASH ENCLOSURE
PEDESTRIAN LIGHT (TYP)
SKINNER CHAPEL
VEGETATIVE SCREENING (TYP)
BUS PULL OFF (TYP)
12'
RELOCATED PARKING (TYP)
EXISTING PARKING LOT
EXISTING PARKING LOT
JAMES HALL
EXISTING PARKING LOT
DETECTABLE WARNING (TYP)
EX. TREE (TYP)
PROPOSED TREE (TYP)
WINONA STREET
1ST STREET EAST
NEVADA STREET

Traffic Memorandum

College Street Reconstruction – Traffic Count Memo

To: Linda Weingarten, Carleton College

From: Becky Guenther (PE), Brett Harris (PLA), Dayton Gonyea (EIT)

Date: April 7th, 2026

Subject: College Street Reconstruction - Traffic Count Memo

INTRODUCTION

This memorandum summarizes the traffic counts for roadway intersections located within and adjacent to Carleton College. Four (4) intersections were studied: Nevada Street S & 1st Street E, Winona Street S & 1st St E, College Street S & 1st St E, and College Street N & a Major Pedestrian Walkway. A map of the intersection locations can be found attached to this memo.

TRAFFIC COUNTS

College Street N & Major Pedestrian Walkway

The intersection of College Street North and a Major Pedestrian Walkway was found to have 304 vehicles, 2,913 pedestrians, and 281 bicycles entering the intersection during the study time window of 6:00 AM to 7:00 PM. The peak hour was observed between 2:45 PM and 3:45 PM, with the peak 15 minutes being between 3:00 PM and 3:15 PM. During the peak 15 minutes, the peak flow was 64 vehicles, 464 pedestrians, and 40 bicycles per hour. Pedestrian traffic was relatively evenly distributed between crossing the intersection east-west, and north-south.

College Street S. & 1st Street E.

The intersection of College Street South and First Street East was found to have 891 vehicles, 1,319 pedestrians, 267 bicycles entering the intersection during the study time window of 6:00 AM to 7:00 PM. The peak hour was observed between 2:30 PM and 3:30 PM, with the peak 15 minutes being between 3:00 PM and 3:15 PM. During the peak 15 minutes, the peak flow was 152 vehicles, 316 pedestrians, 52 bicycles per hour. Vehicle traffic was evenly distributed between crossing the intersection east-west and north-south. The majority of the pedestrian traffic was utilizing the east and west crosswalks traveling north-south.

Winona Street S. & 1st Street E.

The intersection of Winona Street South and First Street East was found to have 712 vehicles, 774 pedestrians, and 127 bicycles entering the intersection during the study time window of 6:00 AM to 7:00 PM. The peak hour was observed between 11:00 AM and 12:00 PM, with the peak 15 minutes being between 11:45 AM and 12:00 PM. During the peak 15 minutes, the peak flow was 124 vehicles, 100 pedestrians, and 8 bicycles per hour. A Majority of the vehicle traffic was crossing the intersections going east-west on First Street East. East-west pedestrian traffic was slightly more common at this intersection than north-south.

Nevada Street S. & 1st Street E.

The intersection of Nevada Street South and First Street East was found to have 665 vehicles, 272 pedestrians, and 118 bicycles entering the intersection during the study time window of 6:00 AM to 7:00 PM. The peak hour was observed between 4:30 PM and 5:30 PM, with the peak 15 minutes being between 4:45 PM and 5:00 PM. During the peak 15 minutes, the peak flow was 96 vehicles, 32 pedestrians, and 20

bicycles per hour. A Majority of the vehicle traffic was crossing the intersections going north-south on Nevada Street S/campus parking. North-south pedestrian traffic was more common at this intersection than east-west.

CONCLUSION

College Street N & Major Pedestrian Walkway intersection had the most pedestrian and bicycle traffic at 3,194 with the least amount of vehicle traffic at 304 throughout the study period. College Street S & First Street East had the highest vehicle traffic at 891, with the second most pedestrian and bicycle traffic at 1,586. Nevada Street S & First Street East had the least amount of pedestrian and bicycle traffic at 390 and the second least amount of vehicle traffic at 665 vehicles. Detailed breakdown of the intersection traffic counts is attached to this memo.



TRAFFIC COUNT STUDY LOCATIONS

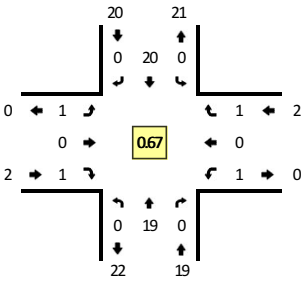
Type of peak hour being reported: Intersection Peak

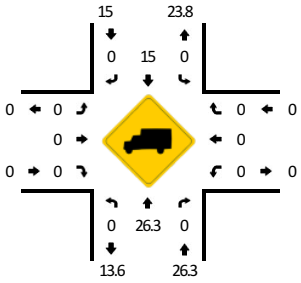
Method for determining peak hour: Total Entering Volume

LOCATION: College St N -- Major Pedestrian Walkway
CITY/STATE: Northfield, MN

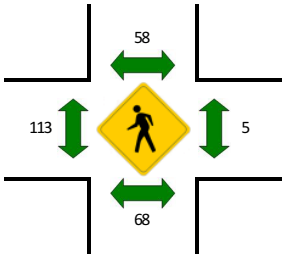
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DATE: Tue, Mar 31 2026

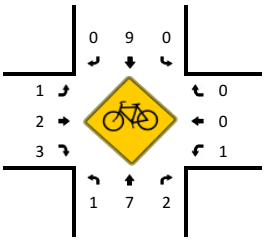
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Peak 15-Min: 3:00 PM -- 3:15 PM

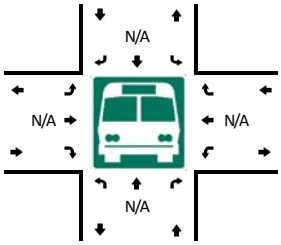


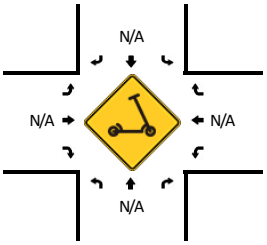


TRUE DATA TO IMPROVE MOBILITY









15-Min Count Period Beginning At	College St N (Northbound)				College St N (Southbound)				Major Pedestrian Walkway (Eastbound)				Major Pedestrian Walkway (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	
6:45 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
7:00 AM	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	0	2	3
7:15 AM	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	2	5
7:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	5
7:45 AM	0	2	0	0	0	1	0	0	0	0	0	0	1	0	0	0	4	9
8:00 AM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	12
8:15 AM	0	5	0	0	0	1	0	0	0	0	0	0	0	0	0	0	6	16
8:30 AM	0	3	0	2	0	5	0	0	0	0	1	0	0	0	0	0	11	26
8:45 AM	0	5	0	2	0	4	0	0	0	0	0	0	0	0	0	0	11	33
9:00 AM	0	7	0	0	0	6	0	0	0	0	0	0	0	0	0	0	13	41
9:15 AM	0	1	0	1	0	2	0	0	0	0	0	0	0	0	0	0	4	39
9:30 AM	0	4	0	0	0	3	0	0	0	0	0	0	0	0	0	0	7	35
9:45 AM	0	3	0	0	0	4	0	0	0	0	0	0	0	0	0	0	7	31
10:00 AM	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8	26
10:15 AM	0	1	0	0	0	2	0	0	0	0	1	0	0	0	0	0	4	26
10:30 AM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	4	23
10:45 AM	0	4	0	0	0	3	0	0	0	0	0	0	0	0	0	0	7	23
11:00 AM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	21
11:15 AM	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	0	8	25
11:30 AM	0	2	0	1	0	4	0	0	0	0	0	0	1	0	0	0	8	29
11:45 AM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	0	0	5	27
12:00 PM	0	5	0	0	0	3	0	0	0	0	0	0	0	0	0	0	8	29
12:15 PM	0	5	0	0	0	7	0	0	0	0	0	0	0	0	0	0	12	33
12:30 PM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	31
12:45 PM	0	4	1	0	0	4	0	0	0	0	0	0	0	0	1	0	10	36
1:00 PM	0	8	0	0	0	3	0	0	0	0	0	0	0	0	0	0	11	39
1:15 PM	0	4	0	0	0	2	0	0	0	0	0	0	0	0	0	0	6	33
1:30 PM	0	4	0	1	0	2	0	0	0	0	0	0	0	0	0	0	7	34
1:45 PM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	4	28
2:00 PM	0	3	0	0	0	1	0	0	0	0	0	0	0	0	0	0	4	21
2:15 PM	0	2	0	0	0	3	0	0	0	0	0	0	0	0	1	0	6	21
2:30 PM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	18
2:45 PM	0	5	0	0	0	2	0	0	0	0	0	0	1	0	0	0	8	22
3:00 PM	0	7	0	0	0	9	0	0	0	0	0	0	0	0	0	0	16	34
3:15 PM	0	4	0	0	0	5	0	0	1	0	0	0	0	0	1	0	11	39

15-Min Count Period Beginning At	College St N (Northbound)				College St N (Southbound)				Major Pedestrian Walkway (Eastbound)				Major Pedestrian Walkway (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	3	0	0	0	4	0	0	0	0	1	0	0	0	0	0	8	43
3:45 PM	0	2	0	0	1	3	0	0	0	0	0	0	0	0	0	0	6	41
4:00 PM	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	2	27
4:15 PM	0	3	0	0	0	3	0	0	0	0	0	0	0	0	0	0	6	22
4:30 PM	0	1	0	0	0	2	0	0	0	0	0	0	0	0	0	0	3	17
4:45 PM	0	8	0	0	0	8	0	0	0	0	0	0	0	0	0	0	16	27
5:00 PM	0	2	0	0	0	4	0	0	0	0	0	0	0	0	0	0	6	31
5:15 PM	0	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	27
5:30 PM	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	25
5:45 PM	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	11
6:00 PM	0	1	0	0	0	3	0	0	0	0	0	0	0	0	0	0	4	9
6:15 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	7
6:30 PM	0	2	0	0	0	2	0	0	0	0	0	0	0	0	0	0	4	10
6:45 PM	0	3	0	0	0	2	0	0	0	0	0	0	0	0	0	0	5	13

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	0	28	0	0	0	36	0	0	0	0	0	0	0	0	0	0	64
Heavy Trucks	0	4	0		0	8	0		0	0	0		0	0	0		12
Buses																	
Pedestrians		140				104				216				4			464
Bicycles	0	8	4		0	20	0		0	4	0		4	0	0		40
Scooters																	

Comments:

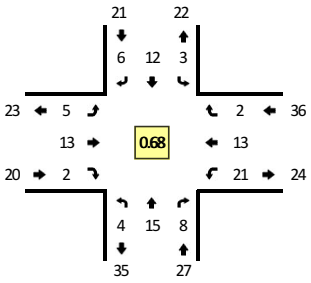
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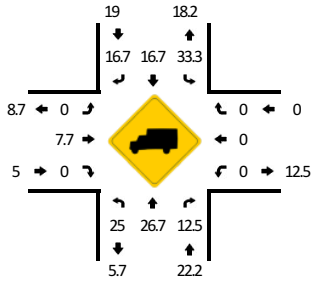
SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

Type of peak hour being reported: Intersection Peak | Method for determining peak hour: Total Entering Volume

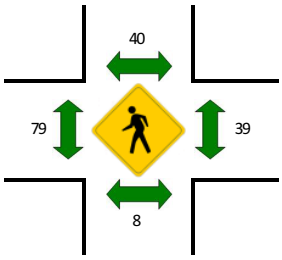
LOCATION: College St S -- 1st St E | **QC JOB #:** 17534703
CITY/STATE: Northfield, MN | **DATE:** Tue, Mar 31 2026

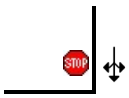
Peak-Hour: 2:30 PM -- 3:30 PM
Peak 15-Min: 3:00 PM -- 3:15 PM

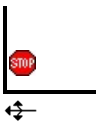


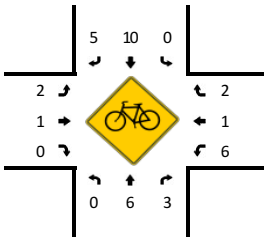


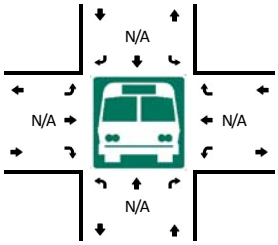
TRUE DATA TO IMPROVE MOBILITY

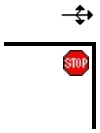


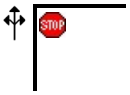


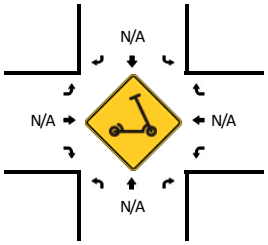












15-Min Count Period Beginning At	College St S (Northbound)				College St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	0	1	0	0	0	1	0	0	0	2	0	0	0	0	0	0	4	
6:15 AM	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
6:30 AM	0	1	0	0	0	0	0	0	0	0	0	0	2	1	0	0	4	
6:45 AM	0	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	11
7:00 AM	1	1	0	0	1	1	0	0	0	0	0	0	0	0	0	0	4	11
7:15 AM	0	0	2	0	0	1	0	0	0	1	1	0	0	1	0	0	6	16
7:30 AM	0	1	2	0	0	0	0	0	0	1	1	0	2	1	0	0	8	20
7:45 AM	0	5	6	0	0	1	2	0	1	1	1	0	1	0	0	0	18	36
8:00 AM	0	8	1	0	1	1	0	0	1	2	0	0	2	1	1	0	18	50
8:15 AM	0	9	3	0	0	1	0	0	1	6	0	0	2	2	4	0	28	72
8:30 AM	0	5	4	0	1	4	4	0	1	6	0	0	0	1	1	0	27	91
8:45 AM	1	6	3	0	1	3	3	0	1	2	0	0	1	1	1	0	23	96
9:00 AM	1	7	3	0	2	2	2	0	0	2	1	0	1	0	1	0	22	100
9:15 AM	1	1	2	0	1	2	1	0	2	1	0	0	2	5	0	0	18	90
9:30 AM	2	6	3	0	0	3	1	0	1	1	1	0	0	4	0	0	22	85
9:45 AM	0	0	3	0	0	2	2	0	1	4	1	0	0	1	0	0	14	76
10:00 AM	0	3	1	0	3	1	0	0	1	4	0	0	2	4	1	0	20	74
10:15 AM	0	1	1	0	1	2	0	0	0	2	1	0	3	1	0	0	12	68
10:30 AM	0	1	1	0	1	3	0	0	0	2	0	0	0	1	1	0	10	56
10:45 AM	0	1	1	0	0	2	1	0	1	2	0	0	0	8	2	0	18	60
11:00 AM	2	2	3	0	1	1	1	0	1	6	0	0	1	2	0	0	20	60
11:15 AM	0	3	3	0	1	2	1	0	0	3	1	0	0	4	1	0	19	67
11:30 AM	1	1	3	0	3	2	1	0	1	2	0	0	5	2	1	0	22	79
11:45 AM	3	0	3	0	0	1	3	0	1	2	4	0	2	10	1	1	31	92
12:00 PM	0	6	1	0	1	4	0	0	0	0	0	0	2	7	1	0	22	94
12:15 PM	0	4	3	0	2	6	0	0	0	1	2	0	0	2	1	0	21	96
12:30 PM	0	3	0	0	0	3	0	0	0	4	0	0	1	1	0	0	12	86
12:45 PM	1	3	3	0	1	3	1	0	2	3	0	0	1	3	1	0	22	77
1:00 PM	2	5	2	0	0	1	2	0	1	5	0	0	1	6	2	0	27	82
1:15 PM	1	4	3	0	0	1	1	0	0	4	1	0	1	7	0	0	23	84
1:30 PM	1	4	0	0	0	2	2	0	1	0	1	0	6	4	0	0	21	93
1:45 PM	1	0	0	0	2	1	0	0	0	3	0	0	1	1	0	0	9	80
2:00 PM	0	2	1	0	0	2	0	0	1	0	0	0	4	6	0	0	16	69
2:15 PM	0	3	0	0	1	3	0	0	0	1	2	0	0	1	0	0	11	57
2:30 PM	0	2	0	0	0	2	0	0	0	1	1	0	9	6	0	0	21	57
2:45 PM	2	3	4	0	1	2	1	0	4	2	1	0	5	2	0	0	27	75
3:00 PM	1	8	2	0	2	6	2	0	1	8	0	0	3	4	1	0	38	97
3:15 PM	1	2	2	0	0	2	3	0	0	2	0	0	4	1	1	0	18	104

15-Min Count Period Beginning At	College St S (Northbound)				College St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	2	1	0	1	3	2	0	1	4	0	0	4	1	0	0	19	102
3:45 PM	0	2	1	0	0	3	1	0	2	1	0	0	1	1	0	0	12	87
4:00 PM	2	2	0	0	1	3	0	0	1	1	0	0	4	8	0	0	22	71
4:15 PM	1	3	2	0	0	2	0	0	0	1	0	0	5	5	2	0	21	74
4:30 PM	0	2	1	0	0	2	0	0	1	1	1	0	6	2	0	0	16	71
4:45 PM	1	6	1	0	4	6	0	0	0	1	1	0	4	2	1	0	27	86
5:00 PM	0	3	2	0	0	15	1	0	0	0	0	0	7	2	0	0	30	94
5:15 PM	0	1	3	0	1	2	1	0	0	1	0	0	5	1	0	0	15	88
5:30 PM	0	0	4	0	0	2	0	0	2	1	1	0	3	1	0	0	14	86
5:45 PM	0	2	0	0	0	0	0	0	0	1	0	0	3	1	0	0	7	66
6:00 PM	0	1	0	0	0	2	2	0	0	3	0	0	2	1	0	0	11	47
6:15 PM	0	0	3	0	0	1	0	0	1	2	1	0	2	1	0	0	11	43
6:30 PM	1	4	0	0	0	3	0	0	2	1	1	0	0	2	0	0	14	43
6:45 PM	0	0	3	0	1	1	0	0	2	1	1	0	4	0	0	0	13	49

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	4	32	8	0	8	24	8	0	4	32	0	0	12	16	4	0	152
Heavy Trucks	0	8	0		4	4	0		0	0	0		0	0	0		16
Buses																	
Pedestrians		28				76				156				56			316
Bicycles	0	16	4		0	8	8		4	4	0		8	0	0		52
Scooters																	

Comments:

Report generated on 4/4/2026 6:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

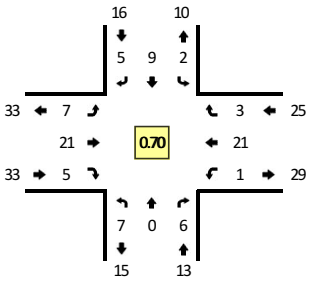
Type of peak hour being reported: Intersection Peak

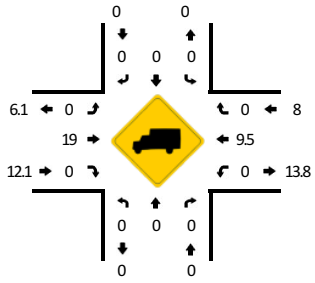
Method for determining peak hour: Total Entering Volume

LOCATION: Winona St S -- 1st St E
CITY/STATE: Northfield, MN

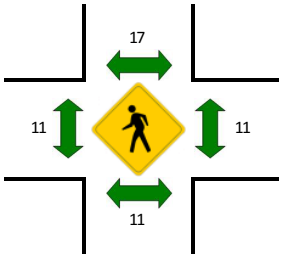
QC JOB #: 17534702
DATE: Tue, Mar 31 2026

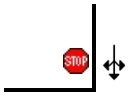
Peak-Hour: 11:00 AM -- 12:00 PM
Peak 15-Min: 11:45 AM -- 12:00 PM

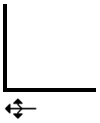


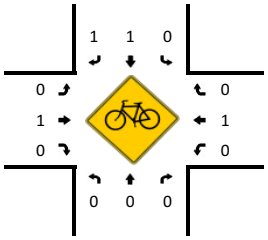


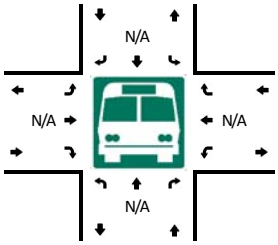
TRUE DATA TO IMPROVE MOBILITY

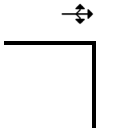


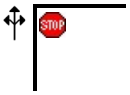


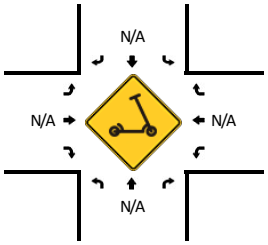












15-Min Count Period Beginning At	Winona St S (Northbound)				Winona St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2	
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	3	0	0	3	
6:45 AM	0	1	0	0	0	0	0	0	1	2	0	0	0	0	0	0	4	9
7:00 AM	0	2	0	0	0	0	0	0	0	1	0	0	0	0	0	0	3	10
7:15 AM	0	2	0	0	0	0	0	0	2	2	0	0	0	1	0	0	7	17
7:30 AM	0	2	1	0	0	0	0	0	1	2	0	0	0	3	0	0	9	23
7:45 AM	0	5	0	0	0	0	0	0	1	5	0	0	0	0	0	0	11	30
8:00 AM	0	7	2	0	0	0	0	0	0	3	0	0	0	3	0	0	15	42
8:15 AM	2	2	0	0	2	1	0	0	2	6	0	0	0	7	0	0	22	57
8:30 AM	1	2	1	0	1	3	0	0	0	6	3	0	0	0	1	0	18	66
8:45 AM	0	2	4	0	0	3	1	0	1	3	1	0	0	1	1	0	17	72
9:00 AM	0	0	4	0	0	0	1	0	2	5	0	0	1	1	0	0	14	71
9:15 AM	2	1	4	0	0	0	0	0	0	2	1	0	1	7	0	0	18	67
9:30 AM	0	0	0	0	0	1	0	0	0	1	3	0	0	2	0	0	7	56
9:45 AM	0	0	0	0	0	0	0	0	0	6	1	0	0	1	0	0	8	47
10:00 AM	0	0	0	0	0	0	0	0	0	5	3	0	0	5	0	0	13	46
10:15 AM	0	2	2	0	1	0	0	0	0	3	1	0	0	5	0	0	14	42
10:30 AM	1	0	2	0	1	1	0	0	1	3	0	0	0	1	0	0	10	45
10:45 AM	2	0	1	0	0	0	1	0	0	2	0	0	0	7	1	0	14	51
11:00 AM	0	0	2	0	1	3	1	0	2	8	1	0	0	2	1	0	21	59
11:15 AM	2	0	2	0	1	1	0	0	4	3	0	0	0	3	0	0	16	61
11:30 AM	3	0	2	0	0	0	2	0	1	5	2	0	0	3	1	0	19	70
11:45 AM	2	0	0	0	0	5	2	0	0	5	2	0	1	13	1	0	31	87
12:00 PM	0	2	1	0	1	1	2	0	0	2	0	0	1	8	0	0	18	84
12:15 PM	0	3	2	0	0	1	0	0	2	4	0	0	1	3	0	0	16	84
12:30 PM	1	0	1	0	0	0	1	0	1	3	1	0	1	0	1	0	10	75
12:45 PM	0	4	1	0	2	1	0	0	2	5	1	0	0	5	1	0	22	66
1:00 PM	1	4	1	0	2	2	2	0	1	4	2	0	0	8	1	0	28	76
1:15 PM	0	1	0	0	0	1	1	0	0	5	1	0	0	7	0	0	16	76
1:30 PM	2	0	1	0	0	1	0	0	0	0	0	0	2	7	0	0	13	79
1:45 PM	0	0	0	0	1	0	0	0	1	2	1	1	0	2	0	0	8	65
2:00 PM	2	1	0	0	0	1	1	0	0	1	0	0	1	7	0	0	14	51
2:15 PM	1	0	1	0	0	2	0	0	0	2	0	0	0	1	0	0	7	42
2:30 PM	2	0	0	0	0	0	0	0	0	2	0	0	0	12	0	0	16	45
2:45 PM	0	1	1	0	0	0	0	0	0	6	1	0	0	5	0	0	14	51
3:00 PM	3	1	1	0	0	4	0	0	0	9	2	0	0	2	0	0	22	59
3:15 PM	2	1	3	0	0	2	2	0	4	3	0	0	1	3	0	0	21	73

15-Min Count Period Beginning At	Winona St S (Northbound)				Winona St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	0	0	1	0	2	3	0	0	1	4	1	0	1	3	1	0	17	74
3:45 PM	1	1	2	0	0	2	0	0	0	2	0	0	1	2	0	0	11	71
4:00 PM	0	0	1	0	0	1	1	0	0	3	1	0	1	12	0	0	20	69
4:15 PM	5	1	1	0	0	0	0	0	1	1	1	0	0	6	0	0	16	64
4:30 PM	3	1	0	0	0	1	1	0	0	1	0	0	0	3	0	0	10	57
4:45 PM	0	1	3	0	0	0	1	0	0	4	1	0	1	6	0	0	17	63
5:00 PM	0	1	0	0	0	4	0	0	1	1	1	0	1	8	0	0	17	60
5:15 PM	1	1	1	0	0	7	2	0	2	4	1	0	0	7	0	0	26	70
5:30 PM	1	0	0	0	1	1	0	0	1	3	0	0	0	2	0	0	9	69
5:45 PM	0	0	1	0	0	0	0	0	0	1	1	0	0	4	0	0	7	59
6:00 PM	1	0	3	0	0	0	0	0	0	2	0	0	1	2	0	0	9	51
6:15 PM	0	0	1	0	0	2	0	0	0	3	1	0	0	1	1	0	9	34
6:30 PM	0	2	0	0	0	0	0	0	0	1	1	0	0	2	1	0	7	32
6:45 PM	0	0	1	0	0	2	0	0	1	6	1	0	1	4	0	0	16	41

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	0	0	0	0	20	8	0	0	20	8	0	4	52	4	0	124
Heavy Trucks	0	0	0		0	0	0		0	4	0		0	0	0		4
Buses																	
Pedestrians		20				36				28				16			100
Bicycles	0	0	0		0	0	4		0	0	0		0	4	0		8
Scooters																	

Comments:

Report generated on 4/4/2026 6:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

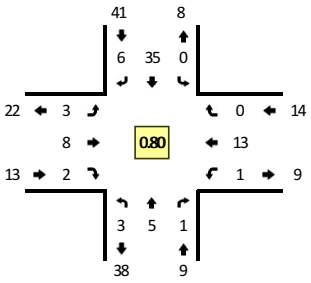
Type of peak hour being reported: Intersection Peak

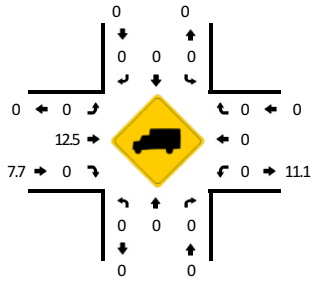
Method for determining peak hour: Total Entering Volume

LOCATION: Nevada St S -- 1st St E
CITY/STATE: Northfield, MN

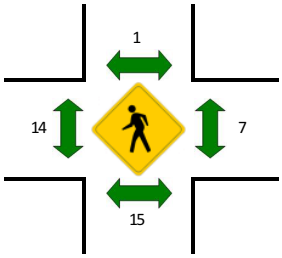
QC JOB #: 17534701
DATE: Tue, Mar 31 2026

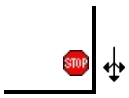
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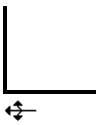


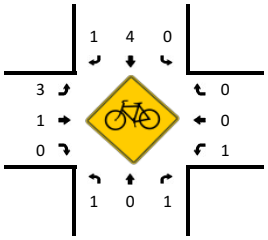


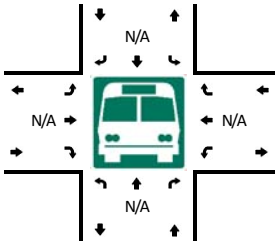
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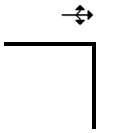


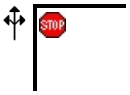


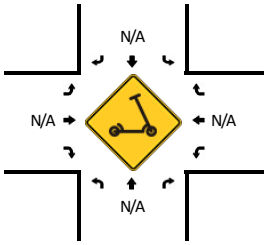












15-Min Count Period Beginning At	Nevada St S (Northbound)				Nevada St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
6:00 AM	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1	
6:15 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
6:30 AM	0	0	0	0	0	0	1	0	0	0	0	0	0	2	0	0	3	
6:45 AM	0	0	0	0	0	1	0	0	2	0	0	0	0	0	0	0	3	7
7:00 AM	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0	2	8
7:15 AM	0	5	0	0	0	0	0	0	1	1	0	0	0	1	0	0	8	16
7:30 AM	1	2	0	0	0	0	0	0	3	0	0	0	0	2	0	0	8	21
7:45 AM	0	6	0	0	0	1	0	0	4	1	0	0	0	0	0	0	12	30
8:00 AM	0	5	0	0	0	1	1	0	2	2	0	0	0	2	1	0	14	42
8:15 AM	2	3	0	0	0	2	1	0	2	6	0	0	0	5	1	0	22	56
8:30 AM	1	7	1	0	0	2	0	0	2	2	2	0	0	0	0	0	17	65
8:45 AM	2	2	0	0	0	0	0	0	1	3	1	0	0	0	0	0	9	62
9:00 AM	1	2	1	0	0	0	0	0	7	3	1	0	0	1	0	0	16	64
9:15 AM	2	1	2	0	0	0	0	0	3	1	0	0	2	5	0	0	16	58
9:30 AM	0	1	0	0	0	2	0	0	0	1	0	0	1	2	1	0	8	49
9:45 AM	0	4	0	0	0	0	0	0	0	3	0	0	1	1	0	0	9	49
10:00 AM	0	0	0	0	0	2	0	0	0	3	2	0	0	4	0	0	11	44
10:15 AM	0	1	0	0	1	2	0	0	4	1	1	0	0	3	0	0	13	41
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10:45 AM	0	0	1	0	0	0	1	0	0	2	0	0	0	8	1	0	13	46
11:00 AM	0	0	0	0	1	0	1	0	3	7	1	1	0	1	0	0	15	50
11:15 AM	0	0	1	0	0	1	0	0	1	1	3	0	0	3	0	0	10	47
11:30 AM	1	1	0	0	1	1	1	0	3	4	0	0	0	2	1	0	15	53
11:45 AM	3	2	0	0	1	2	1	0	1	2	1	0	0	9	2	0	24	64
12:00 PM	2	1	0	0	0	2	2	0	0	2	1	1	0	4	0	0	15	64
12:15 PM	2	1	0	0	0	3	0	0	1	5	0	0	0	2	0	0	14	68
12:30 PM	0	1	0	0	0	1	1	0	0	3	0	0	0	1	1	0	8	61
12:45 PM	3	1	1	0	0	1	0	0	2	3	4	0	2	3	0	0	20	57
1:00 PM	1	1	0	0	0	1	2	0	1	4	1	0	0	5	2	0	18	60
1:15 PM	0	1	2	0	0	1	0	0	0	4	0	0	1	7	0	0	16	62
1:30 PM	0	0	0	0	0	7	2	0	1	0	0	0	1	7	0	0	18	72
1:45 PM	0	1	0	0	0	0	1	0	1	2	0	0	1	1	1	0	8	60
2:00 PM	0	1	0	0	0	6	2	0	0	0	1	0	0	6	0	0	16	58
2:15 PM	0	1	0	0	0	4	1	0	1	2	0	0	1	0	0	0	10	52
2:30 PM	2	2	1	0	0	3	4	0	0	2	0	0	0	6	0	0	20	54
2:45 PM	1	0	0	0	0	2	1	0	1	3	2	0	0	3	0	0	13	59
3:00 PM	0	2	0	0	0	2	0	0	2	6	2	0	2	1	0	0	17	60
3:15 PM	0	1	0	0	0	1	1	0	3	3	0	0	0	2	0	0	11	61

15-Min Count Period Beginning At	Nevada St S (Northbound)				Nevada St S (Southbound)				1st St E (Eastbound)				1st St E (Westbound)				Total	Hourly Totals
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U		
3:30 PM	1	1	0	0	0	3	0	0	0	6	0	0	3	2	0	0	16	57
3:45 PM	0	0	1	0	0	0	0	0	2	2	2	0	1	2	0	0	10	54
4:00 PM	0	3	0	0	0	1	3	0	1	1	2	0	1	9	1	0	22	59
4:15 PM	0	0	0	0	0	3	4	0	1	1	0	0	1	3	0	0	13	61
4:30 PM	0	1	0	0	0	6	2	0	0	1	0	0	0	0	0	0	10	55
4:45 PM	2	2	0	0	0	9	2	0	2	3	1	0	0	3	0	0	24	69
5:00 PM	0	0	0	0	0	11	2	0	1	0	0	0	0	5	0	0	19	66
5:15 PM	1	2	1	0	0	9	0	0	0	4	1	0	1	5	0	0	24	77
5:30 PM	0	0	0	0	0	4	0	0	0	2	2	0	0	2	0	0	10	77
5:45 PM	0	0	0	0	0	1	0	0	1	1	0	0	0	3	0	0	6	59
6:00 PM	0	1	0	0	0	1	1	0	1	3	1	0	0	1	0	0	9	49
6:15 PM	0	1	0	0	0	2	2	0	1	2	1	0	2	0	0	0	11	36
6:30 PM	1	2	0	0	0	2	0	0	0	1	0	0	0	2	0	0	8	34
6:45 PM	0	4	0	0	0	2	2	0	1	6	1	0	0	4	1	0	21	49

Peak 15-Min Flowrates	Northbound				Southbound				Eastbound				Westbound				Total
	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	Left	Thru	Right	U	
All Vehicles	8	8	0	0	0	36	8	0	8	12	4	0	0	12	0	0	96
Heavy Trucks	0	0	0		0	0	0		0	0	0		0	0	0		0
Buses																	
Pedestrians		12				0				16				4			32
Bicycles	4	0	0		0	12	0		0	4	0		0	0	0		20
Scooters																	

Comments:

Report generated on 4/4/2026 6:16 AM

SOURCE: Quality Counts, LLC (http://www.qualitycounts.net) 1-877-580-2212

April 9, 2026

TO: Carleton Neighbors

FR: Eric Runestad, Vice President and Treasurer
Linda Weingarten, AVP for Facilities and Capital Planning

RE: Background on College Street Closure, Bus Stop Location Evaluation

We write to follow up on the meeting held with a group of neighbors on Friday, April 3, with regard to the closure of College Street and the relocation of the campus bus stop. We hope that this memo will help address some questions that were raised about the project's history, and the key points of consideration involved in the decision to seek relocation of the campus bus stop to the proposed site rather than alternative locations.

The 2020 Carleton Campus Circulation Plan evaluated the campus circulation as a whole, and identified College Street north of First Street as a problem area. It recommended eliminating traffic on College Street north of First Street by reconfiguring the turnaround and relocating the transit station.

The Transportation Study commissioned from Walker Consultants in 2022 made recommendations for the location of new bus stop stations, building on the Circulation Plan. The proposed alternate locations were at First/Maple and First/College Street. The rationale for these locations was to bring the stops closer to the student residence halls to encourage student use of public transportation.

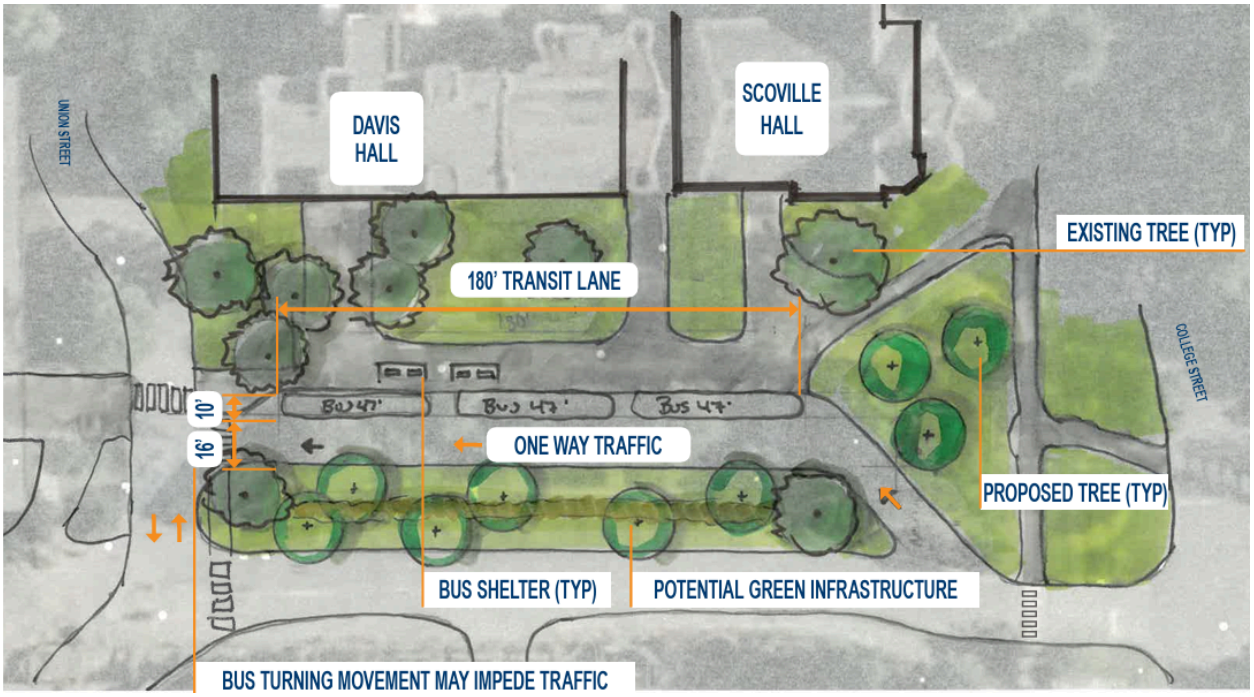
When the Class of 1974 Center (also known as the Student Health and Counseling Center) was being designed in 2022-2023, ideas from these studies were brought forward to the design team and Planning Committee working on that project. Our initial hope was that the campus bus stop could be incorporated into the planning for the Class of 1974 Center. In April of 2023, this concept was discussed at the Campus Design Advisory Committee meeting, where a conceptual rendering was presented. The Committee recommended against this location. The rationale for this included concerns that the Class of 1974 Center was not compatible as a student waiting area, as it conflicted with the generally private nature of Student Health and Counseling and Title IX services. In addition, proximity to services such as restrooms, vending, etc., was not ideal, and the location was not sufficiently centralized. Following the April 2023 Campus Design Advisory Committee meeting, and with consultation from the Student Health and Counseling Center Planning Committee and President's Cabinet, the plan for including the bus stop in the design work for the Class of 1974 Center was abandoned. The conclusion was to reject this location, and at the time, no suitable alternative was identified.

In October of 2025, the College contracted ISG consultants to evaluate additional potential locations for the bus stop, which are noted in the Planning Commission materials. The goals of the project to close College Street and relocate the bus stop are to:

- Reduce vehicular traffic and pedestrian conflicts
- Enhance the heart of campus through a pedestrian-friendly corridor
- Provide a central, alternative location for transportation pickups
- Maintain required emergency vehicle access
- Minimize impacts on parking
- Repair damage to the existing roadway

ISG developed schematic plans that took into account the existing infrastructure, our goals for the project, and current bus stop design best practices. Locations studied are on page 27 of the Planning Commission materials.

Location T3 (on 1st Street, rendered below) was reviewed by the Campus Design Advisory Committee in October of 2025, and President's Cabinet in January of 2026, and was rejected due to the impact on the green spaces south of Davis and Scoville Halls, as well as the pedestrian and vehicle conflicts that would remain at the intersection with Union Street.



More context about the challenges and limitations of locating the bus stop on the block bounded by First, Second, Union and College Streets may be useful. As noted in the testimony provided during the public hearing at the Planning Commission, we have studied this area extensively over the last few years.

It is important to note that the final site design for the Class of 1974 Center makes locating the bus stop in proximity to that building extremely challenging. 1st Street has been narrowed significantly and is now designed to encourage service vehicles to use the Burton Service Drive

(Union Street north of 1st) rather than continuing east on 1st. The project also included the installation of significant stormwater infrastructure around the Class of 1974 Center between the north side of the building and 1st Street. In addition, grading presents a significant challenge for accessibility, as noted by the unusual configuration of the accessible sidewalk north of the building. Taken together, these features present significant challenges to locating the bus stop in that corner of the block. An evaluation of the potential for a bus stop elsewhere in the block reveals significant conflicts with our stated goals for the project, notably:

- Locating the bus stop within the right of way on any of these streets would not be in line with industry best practice. It would also require almost all student users to cross First Street and/or College Street to access it, and this would not sufficiently reduce vehicular and pedestrian conflicts.
- Developing the necessary staging and waiting areas with accessible features would repurpose a great deal of the space within that block. Parking would be significantly impacted, and there would be material disruption to this area, a key entry corridor for Admissions where the College places a high priority on convenient, proximate visitor parking.
- This location is not well centralized with respect to where students live on campus.

Neighbors have asked about other locations, including east of Highway 19 and at the Rec Center. The grading east of Highway 19 would present significant accessibility challenges, and a bus stop there would be inconvenient for almost all students. That area is already rife with pedestrian-vehicle conflicts related to Laird Stadium, West Gym, and Facilities, and adding more foot or vehicle traffic there runs counter to our goal of reducing such conflicts. That location would also require the State of Minnesota to allow changes to the public right of way to accommodate this project, an effort that, based on our experience, would not be successful. The Rec Center location would be convenient for only a small percentage of our students and would also require significant retooling of Hiawathaland Transit routes. This would likely result in the elimination of stops elsewhere in the community in order to maintain the current schedule.

Locating the bus stop in lot C2 (T1) meets all of the goals that were identified for the project.

- By locating the bus stop out of the right of way, pedestrian-vehicle conflicts would be nearly eliminated at this location, as most students will not have to cross any streets to get to the stop. Almost every rider has to cross a street to access the current bus stop. This is an important point often lost in the discussions surrounding this project. By closing College Street, we will be eliminating thousands of weekly vehicle-pedestrian conflicts for students crossing and or walking in on College Street north of 1st. Those conflicts are not pushed into the neighborhood, they simply disappear. This is not to say we remove all pedestrian/vehicle conflicts, but by removing thousands of them, we are significantly improving safety in support of the goals of the project.
- The new location provides shelter, seating, appropriate lighting, and maintains unobstructed, accessible paths. The waiting area design would comply with ADA standards, including proper curb heights for boarding, minimum landing pads, and

smooth, direct pathways.
- Vending machines, restrooms and severe weather shelter can be accessed in Anderson Hall or other nearby buildings.
- This site affords sufficient room for staging as needed, and is centralized such that over 80% of our students would be living within a five-minute walk of the site.

The information provided as part of the CUP process focused on the campus, but we did consider the potential impact on the neighborhood. The current bus route has not generated complaints, and we did not expect a slightly altered route to be disruptive. Clearly, we underestimated the concerns that could be generated by the prospect of such a change.

Other follow-up items that came up in our recent meeting:

- Trash/Waste: Currently, on the east side of Lot C2 near James Hall, there is a waste collection and pick up site, which is not currently screened. The existing waste collection totes will be relocated to the new enclosure on the west side of C2. No changes to waste collection, service routes, or frequency are anticipated.
- Parking: parking lots already exist at Nevada/First Street. This project will add 13 parking spaces to lot C2 (83 to 96, or a 16% increase), including two ADA-compliant stalls. The additional spaces will be located north of the existing parking lot, away from the College's property line. No destinations near this lot generate high parking turnover, and general parking patterns should not change as a result of this project.

Finally, it is important to note that this proposed relocation does not introduce permanent structures. We view this as an adaptable solution that can be adjusted over time. We value the College's close connection to the surrounding neighborhood and look forward to continuing to work with the City and our neighbors to address ongoing concerns.



Carleton College Parking Study: Inventory and Needs Analysis

Northfield, Minnesota

January 26, 2022

Prepared for:

Steven Spehn
Director of Facilities and Capital Planning
Carleton College

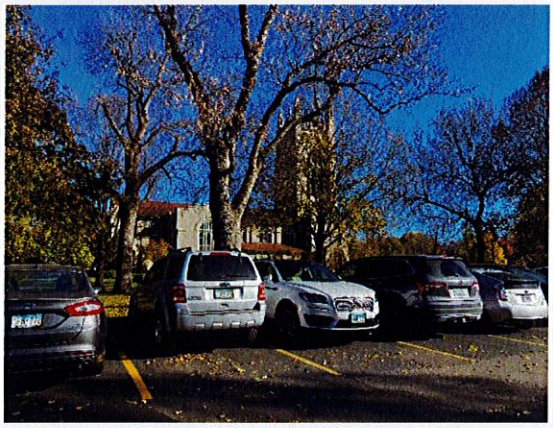
WALKER CONSULTANTS

Key Takeaways

- Walker counted 917 off-street (on-campus) and 347 on-street parking spaces in the Carleton inventory, for a total of 1,264 parking spaces.
- The peak count of parked vehicles in on- and off-street spaces was 784.
- Calculated parking demand ratios are as follows: 0.554 for faculty/staff, 0.114 for resident students, and 0.378 for commuter students. Walker used these demand ratios to project future parking needs.
- Walker projected 806 spaces as the future parking need. There is a projected surplus when including only on-campus Carleton off-street parking spaces (806 projected future need vs. 839 effective off-street supply [please refer to Figure 6]). When including effective off-street supply and all on-street parking supply, there is a projected future surplus of 380 spaces (1,186 spaces – 806 projected future need).
- Existing parking supply meets current and projected future parking needs; no additional parking supply is needed or recommended.

Introduction and Background

Walker Consultants ("Walker") was engaged by Carleton College ("Carleton" or "the College") to conduct a campus parking study. This study is an update to a 2008 study also completed by Walker and is designed to assess current parking supply and demand, and to project the future adequacy of the parking system to meet Carleton's needs. Additionally, Walker reviewed City of Northfield codes to assure that the College is in compliance.



Parking near Skinner Memorial Chapel was highly utilized during data collection. Pictured is the Scoville Lot.

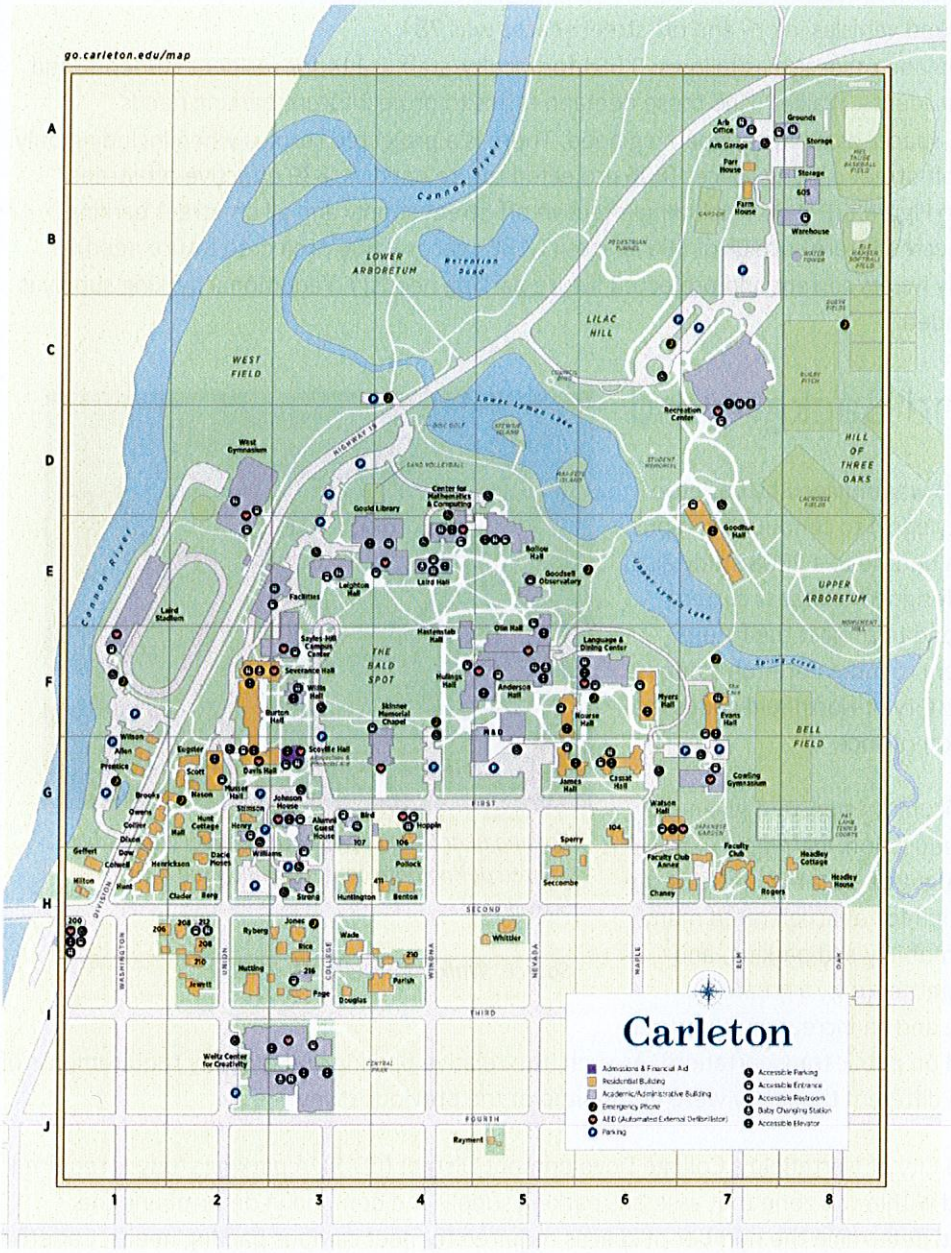
Source: Walker Consultants, 2021

Parking needs analysis is particularly important given the current conditions of higher education, learning, commuting, and working brought on by the impacts of the Covid-19 pandemic. The pandemic has accelerated many of the changing dynamics of mobility and parking, and brought on new impacts altogether (e.g., a greater incidence of work from home and an increased reluctance to share rides in carpools and on public transportation). As such, the relative parking and mobility requirements of Carleton's different users are different than they were at the time of the previous study.

Carleton is located within the City of Northfield's College Development District (CD-S). A parking study is required for all development proposed within this zone that assesses parking supply and demand in determining the amount of parking needed. To determine the number of spaces required to meet campus parking needs, Carleton College engaged Walker Consultants to measure and project campus parking demand. Walker measured campus peak-hour demand in campus lots and on many of the City block faces adjacent to campus. Using these measurements and campus population and infrastructure development assumptions, Walker projected parking supply, demand, and adequacy for a ten-year planning horizon. A description of the process, methodology, and findings of this is included herein.

The study area is depicted in Figure 1 below; the southern part of campus integrates with a City of Northfield residential neighborhood.

Figure 1 – Carleton College Study Area



Source: Carleton College, 2021

This study details the user types served by the campus parking system, as well as current campus parking supply and demand, as defined by field data collection conducted October 25-27, 2021. The study also includes details on anticipated future campus changes and projected future parking needs and adequacy.

Data Collection and Parking Needs Methodology

On Monday, October 25, Walker conducted a field verification of parking inventory numbers provided by Carleton. Walker visited all campus parking facilities to count the number of parking spaces designated for use by each user type, identified by specific signage. Results of this inventory are detailed below.

Walker conducted parked vehicle counts on Tuesday, October 26 and Wednesday, October 27 by counting the number of parked vehicles within each on- and off-street Carleton College parking facility and user group/parking space designation (faculty/staff, student, visitor, etc.). Counts were conducted centering on the 10:00 a.m. and 2:00 p.m. hours on each of the two days.

These days and times were selected in collaboration with Carleton College officials and are regarded as reflective of current typical campus parking demand conditions. Times were selected to correspond with known peak presence of individuals. Current parking demand can be expressed as a single number or as a parking occupancy percentage, which is calculated by the number of parked vehicles divided by the total number of spaces. Parking demand data was summarized and analyzed in tabular form and mapped for display purposes. All on- and off-street parked vehicles counted were assumed to be parking demand driven by and associated with Carleton College. Furthermore, parked vehicles counted within each space designation were assumed to be associated with that specific user group.

The purpose of the counts was to establish the current parking demand ratio for each campus parking user type. For the purposes of this study, parking demand ratios were defined for the following separate user groups:

- Faculty/staff
- Resident students
- Commuter students
- Short-term/visitors
- ADA
- Facilities
- Other (all other space types).

These ratios were then used to make projections of future parking needs. Summary and findings can be found below.

Current Parking Inventory

A total of 1,264 Carleton College on- and off-street parking spaces were counted within the study area, detailed below. Note that on-street spaces, while considered capacity for the College's parking needs, are part of the City of Northfield's public parking. A complete parking inventory is included in Appendix A.

Off-Street Parking

A total of 917 off-street parking spaces were counted, 58% (531) of which are faculty/staff spaces and 23% (207) are student spaces. The remaining spaces include a variety of categories: facilities, ADA, maintenance/service, dining, ITS, fleet, security, EV, carshare, and others.

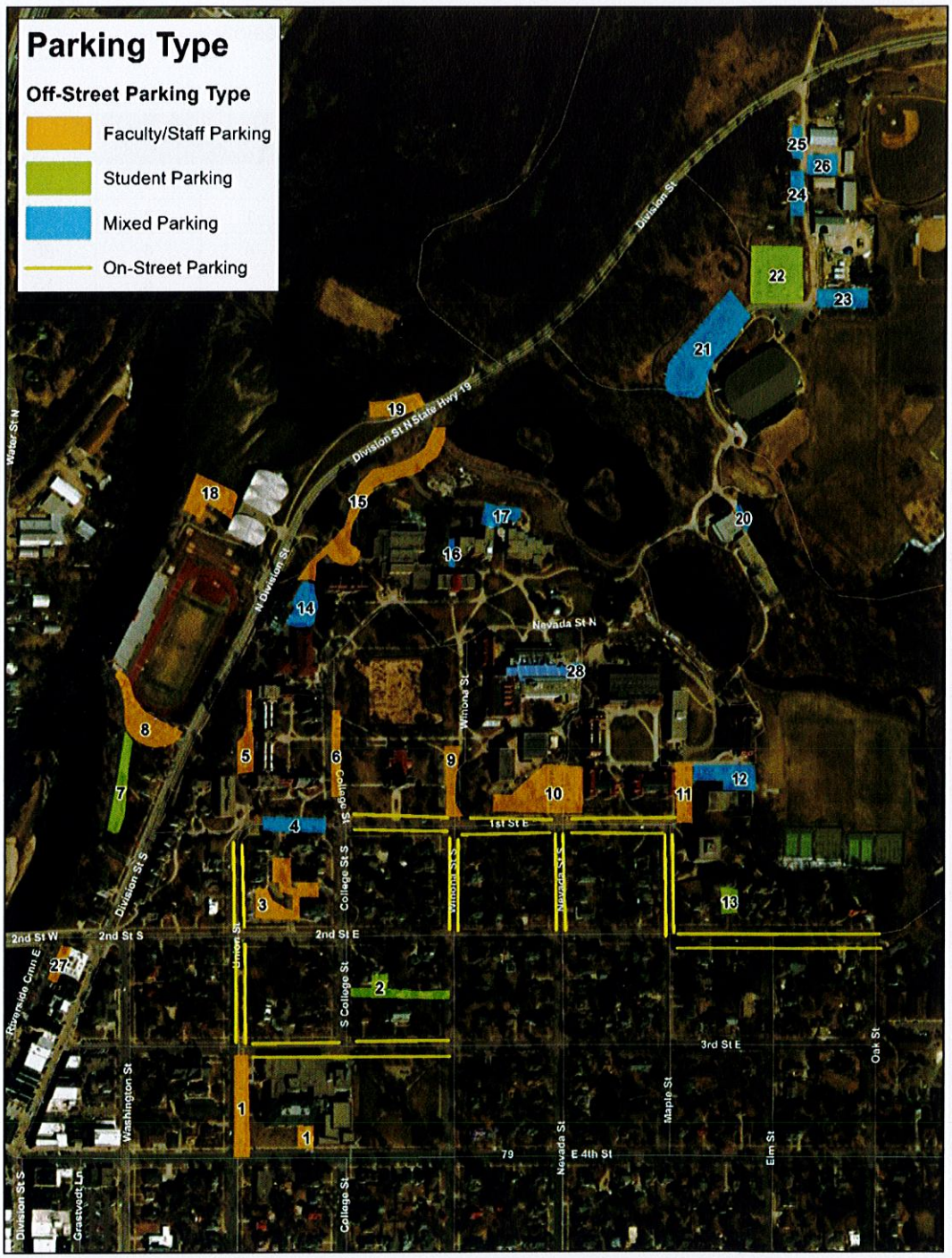
On-Street Parking

Several on-street block faces south of the core of campus are included as part of Carleton's parking inventory. On-street parking spaces in Northfield are not indicated with pavement markings. Therefore, total on-street parking inventory was estimated based by measuring the length of available on-street parking in feet and dividing by 22 feet (assumed length of a parallel parking space). **Using this method, Walker identified a total of 347 on-street spaces.**

A few block faces adjacent to Carleton College and included in Carleton's on-street inventory are 2-hour time restricted parking areas, enforced by the City of Northfield.

Carleton's off-street and on-street parking inventory is depicted in Figure 2 below. These facilities are included in Walker's parking supply and demand analysis. The **predominant** user type served by each off-street facility is indicated. Map identification labels for off-street facilities correspond to the list of facilities in Figure 3.

Figure 2 – Carleton College Parking Inventory



Source: Walker Consultants, 2021

A complete facility-by-facility inventory of all **off-street parking** is provided in Figure 3 below.

Figure 3 – Off-Street Parking Inventory by Facility

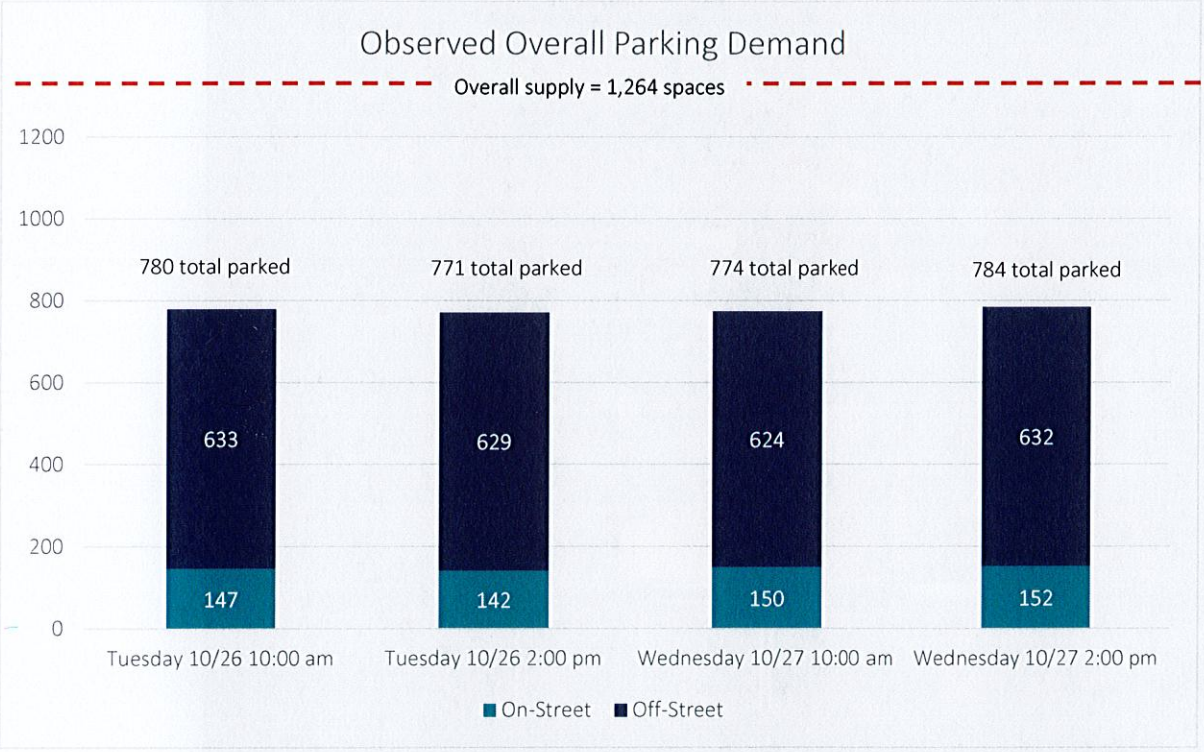
Figure 2 Map ID	Parking Facility	Faculty/ Staff	Student	Short-Term/Visitor	Facilities	ADA	Other	Total Spaces
1	Weitz Parking Lot	27		1		2	3	33
2	Wade House Lot		10			1	2	13
3	2nd Street Lot	72				4	4	80
4	Davis Lot	1		8		2	4	15
5	Burton Road Lot	10				2	2	14
6	Scoville Lot	20				4	0	24
7	Townhouse Parking Lot		63				0	63
8	Stadium Parking Lot	34				4	17	55
9	Chapel Lot	28				4	4	36
10	James Lot	64				4	13	81
11	Cassat Lot	10				2	3	15
12	Cowling Lot	17	10			1	1	29
13	Faculty Club Lot		3				4	7
14	Facilities Lot	5		3	5		1	14
15	North Entry Lot	107		2	4	2	3	118
16	CMC Lot					1	4	5
17	Boliou Lot			2		2	2	6
18	West Gym Lot	34					0	34
19	Arb Lot	34					0	34
20	Goodhue Lot			1		1	1	3
21	Rec Center Lot	58	25			3	3	89
22	Student Lot	4	96		16		4	120
23	Softball Event Parking							undeter mined
24	Farm and Parr House							undeter mined
25	Arb Office Lot	6				1	0	7
26	Ground Staff				9		0	9
27	200 Division Lot					2	10	12
28	LDC Lot						1	1
	Total	**531**	**207**	**17**	**34**	**42**	**86**	**917**

Source: Walker Consultants and Carleton College, 2021

Current Parking Occupancy

Of the four count days/times, peak parking demand occurred during the 2:00 p.m. hour on Wednesday, October 27 with 784 total vehicles counted (62% of all spaces). This count includes 632 occupied off-street (69% of all off-street spaces) and 152 occupied on-street (44% of all on-street spaces). Overall parking demand did not fluctuate much; parked vehicles counted ranged from 771 at 2:00 p.m. on Tuesday, October 26 to the peak of 784 observed on Wednesday at 2:00 p.m. Figure 4 depicts the observed on and off-street parking demand. 480 spaces were unoccupied at peak demand.

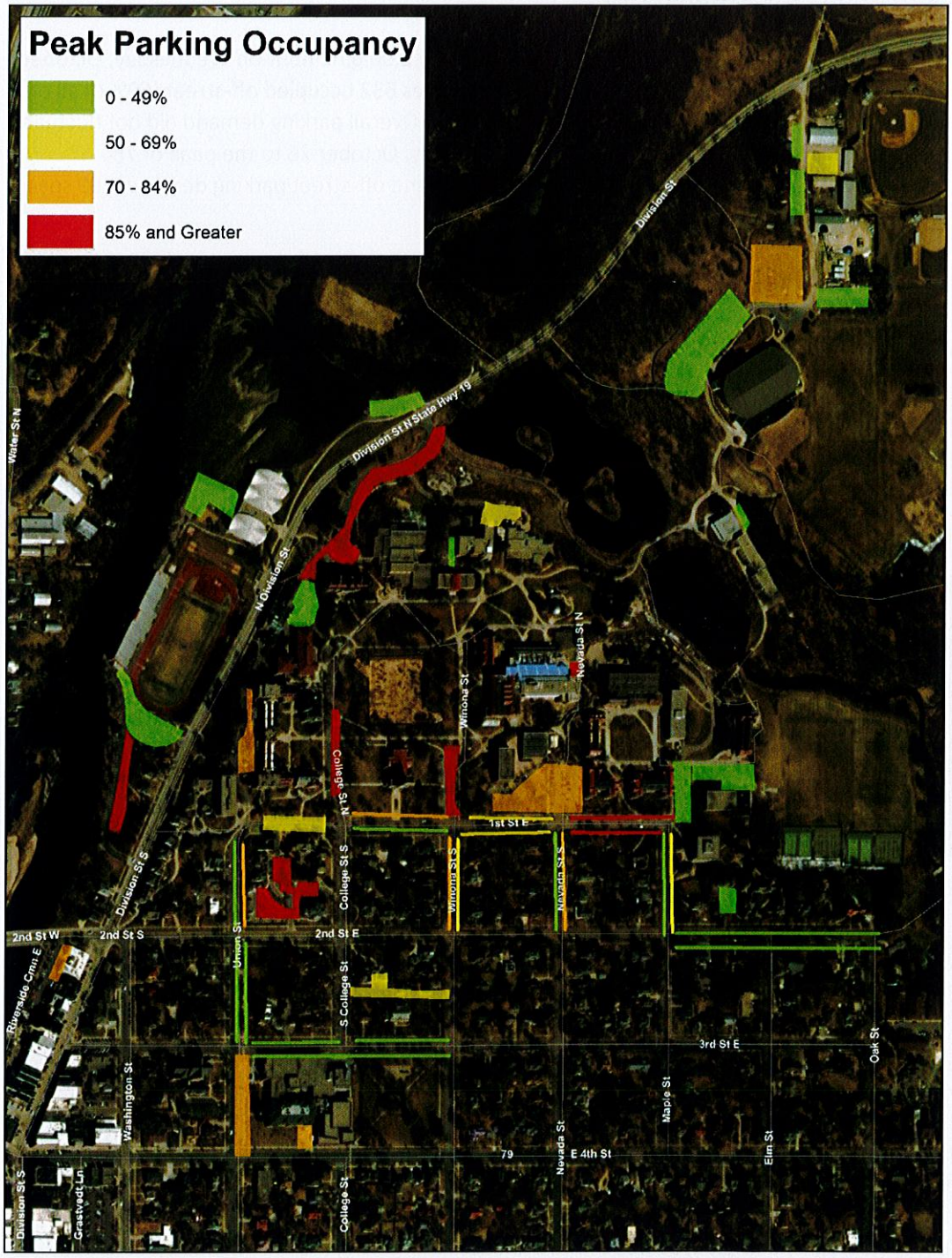
Figure 4 – Observed Overall Parking Demand (Includes On-Street and Off-Street Spaces)



Source: Walker Consultants, 2021

Figure 5 below depicts the observed parking occupancy for each parking facility during peak conditions on Wednesday, October 27 at 2:00 p.m. Core parking facilities in the 1st and 2nd Street corridors, such as the Chapel Lot, Scoville Lot, and 2nd Street Lot had high parking occupancies. The North Entry Lot just west of Laurence McKinley Gould Library was highly occupied, as was the Townhouse Lot. Parking availability was present in the West Gym Lot, Arb Lot off Highway 19, the Rec Center Lot, and although it is proximate to the core of campus, the Cowling Lot near Evans Hall. The on-street block faces near James Hall and Cassat Hall were most significantly occupied.

Figure 5 – Peak Overall Parking Demand (Wednesday, 10/27 at 2:00 p.m.)



Source: Walker Consultants, 2021

Current Parking System Adequacy and Effective Supply

The current observed peak parking occupancy was 784, indicating 480 spaces available at peak hours (including on and off-street parking). This equates to an overall occupancy of 62%.

On-street parking near Carleton College is not managed by Carleton. Some block faces were observed to be 100% occupied. On-street parking inventory is clearly an important source of parking supply for Carleton, given its proximity. However, collected data indicates all current peak parking needs can be accommodated with on-campus parking only.

Relative to off-street parking, an effective parking supply is typically used to analyze the adequacy of the parking supply. This parking supply represents the level at which parking is effectively full; demand exceeding this level can yield delays and frustrations among users. Beyond this level, the parking system may be perceived as inadequate even though parking spaces are available. For permitted faculty, staff, and student users who are familiar with the parking system, an effective supply level of 90% is appropriate. An effective supply level of 85% is appropriate for short-term/visitor spaces. ADA, facilities, and other spaces are assumed to have an effective supply of 100%.

Based on current parking inventory, the parking adequacy is depicted in Figure 6 below at the time of overall observed peak system parking demand (Wednesday at 2:00 p.m.). **Parking adequacy is defined as the difference between peak parking demand and effective supply.**

Figure 6 – Peak Demand by User Type and Adequacy

User Type	Peak Observed Parking Demand	Current Parking Supply	Occupancy %	Current Effective Supply	Current Adequacy (Surplus/Deficit)
Off-Street					
Faculty/staff	376	531	71%	477	101
Student	171	207	83%	186	15
Short-term/visitor	12	17	71%	14	2
ADA	6	42	14%	42	36
Facilities	21	34	62%	34	13
Other	46	86	53%	86	40
Sub-Total Off-Street	**632**	**917**	**69%**	**839**	**207**
On-Street	152	347	44%	347	195
Total System	**784**	**1,264**	**62%**	**1,186**	**402**

Source: Walker Consultants and Carleton College, 2021

Peak Parking Demand By User Type

Observed peak parking demand (includes on and off-street parking) for each user type is depicted in Figure 7 below. Observed ratios of faculty/staff parked vehicles to student parked vehicles in off-street facilities were applied to on-street parking counts to estimate the number of vehicles parked on-street for each user type; Figure 7 includes this assumption. **Note that observed peak demand for the different user types did not all occur at the same day/time; values below reflect individual peak parking demand for each user type and are thus**

different from overall aggregate peak parked vehicles counted. ADA, facilities, and other/miscellaneous parking is assumed to be accommodated by off-street on-campus parking only.

Figure 7 – Observed Overall Peak Parking Demand by User Type (Includes On-Street and Off-Street Parking)

User Type	Peak Observed Parking Demand
Faculty/staff	466
Student	232
Short-term/visitor	15
ADA	9
Facilities	24
Other/miscellaneous	48
Total	**794**

Source: Walker Consultants and Carleton College, 2021

Complete parking occupancy data by facility and user type is available in Appendix A.

Parking Demand Ratios

Parking demand ratios reflect the relative amount of parking needed for each user group and are expressed herein as the design day parking demand for that user group divided by the total number of individuals in that user group. Parking demand ratios reflect the travel, commute, and overall parking behaviors and choices of the individual user groups. Parking demand ratios for each user group are described below.

Faculty/Staff

There are currently 221 full-time faculty, 73 part-time faculty, 365 full-time staff, and 182 part-time staff at Carleton College, for a total of 841 faculty and staff. The observed peak parking demand for faculty/staff was 466 vehicles parked in on and off-street parking facilities at 2:00 p.m. on Wednesday, October 27. **This yields an overall faculty/staff parking demand ratio of 0.554 (466/841 total faculty/staff).**

This ratio is less than the 0.63 faculty/staff parking demand ratio identified in the 2008 *Parking Supply/Demand Analysis*. This decrease makes sense given a greater propensity for faculty/staff remote work under current conditions with the impacts of the Covid-19 pandemic. Carleton reports over 200 employees have an approved hybrid work arrangement and 15 have been approved for full-time remote work. It is assumed that hybrid employees are on campus an average of three days per week.

Student Parking

According to Carleton, there are 302 active student parking permit holders as of Fall 2021, 272 (90.1%) are resident student permit holders, and 30 (9.9%) are commuter students (students that have the Northfield option/live in non- Carleton owned private properties). The observed peak parking demand for students was 232 vehicles parked in on and off-street parking facilities at 10:00 a.m. on Tuesday, October 26. This includes 187 parked in off-street student spaces (90% of all student-designated spaces).

Resident Students

According to Carleton, there are 1,838 resident students currently living in Carleton College-owned buildings and houses. It is assumed that the same ratio of resident permit holders to total number of permits (~90.1%) can be applied to total peak observed student parking demand. This means that the peak resident student parking demand observed in on and off-street parking facilities was 209 (90.1% x 232, rounded up). **This yields an overall resident student parking demand ratio of 0.114 (209/1,838 resident students).**

Commuter Students

According to Carleton, there are 74 commuter students currently with the Northfield option/live in non- Carleton owned private properties. It is assumed that the same ratio of commuter permit holders to total number of permits (~9.9%) can be applied to total peak observed student parking demand. This means that the peak commuter student parking demand observed in on- and off-street spaces was 23 (9.9% x 232, rounded). **This yields an overall commuter student parking demand ratio of 0.311 (23 parked/74 commuter students currently).**

Student Permit Wait List and Latent Demand

There are 58 students currently on the permit waiting list, and Carleton continues to evaluate how many of these student parkers it should grant a permit to and where it should park these individuals. It can be assumed that these 58 individuals represent latent, unmet parking demand. If Carleton elects to sell permits to all these individuals, total permits will increase to 360. Current peak student demand is 232 students out of 302 student permit holders (a 76% presence factor).

Assuming the same peak presence factor with 360 student permit holders yields a peak student parking demand of 277 parked student vehicles observed at peak demand. **Applying the same methodology as above would yield a higher parking demand ratio of 0.378 for commuter students (28 parked/74 commuter students currently).**

Short-Term/Visitor

Peak observed short-term/visitor parking demand was 15 in on and off-street spaces. Fifteen (15) is recognized as the current short-term/visitor parking need. Short-term/visitor spaces should increase proportionally with any increases in enrollment. With a stable campus population, short-term/visitor parking needs are expected to remain the same across the planning period. Replacement short term visitor parking spaces should be identified if College Street north of First Street is closed, per 2019 *Carleton College Campus Circulation Plan* recommendations, and current spaces are removed.

ADA

Peak observed ADA parking demand was 9 out of 42 ADA spaces. As this number is very low, to be conservative Walker has used 28 (67%) as the ADA parking need. With a stable campus population, ADA parking needs are expected to remain the same across the planning period given projected stable enrollment.

Facilities

Peak observed facilities parking demand was 24 out of 34 total facilities spaces. Twenty-four (24) is recognized as the current facilities peak parking need. Facilities spaces should increase proportionally with any increases in

enrollment. Facilities parking needs are expected to remain the same across the planning period given projected stable enrollment.

Other

Peak observed "other" parking demand was 48 out of 86 total other spaces. Forty-eight (48) is recognized as the current peak parking need for "other" vehicles. These miscellaneous spaces should increase proportionally with any increases in enrollment. "Other" parking needs are expected to remain the same across the planning period given projected stable enrollment.

Current Parking Demand Ratio Summary

Figure 8 below summarizes existing parking demand ratios by user type. Demand ratios are used to project future parking needs for anticipated campus changes and population growth, described later. Note that the commuter student peak demand and demand ratio here include latent student permit parking demand.

Figure 8 – Current Peak Parking Demand and Parking Demand Ratio by User Type

User Type	Population	Peak Parking Demand	Parking Demand Ratio
Faculty/staff	841	466	0.554
Resident student	1,838	209	0.114
Commuter student	74	28	0.378
Short-term/visitor		15	15 vehicles
ADA		28	28 vehicles
Facilities		24	24 vehicles
Other		48	48 vehicles
	Total	**818**	-

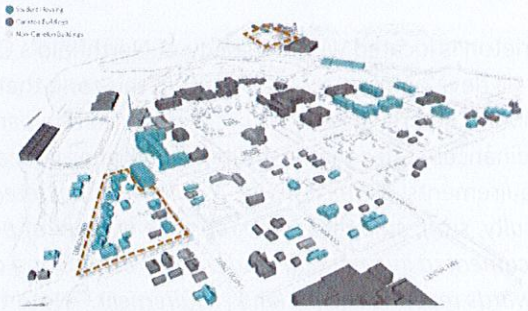
Source: Walker Consultants and Carleton College, 2021

Short-term/visitor, ADA, facilities, and miscellaneous spaces should be provided as a proportion of overall enrollment. Future enrollment is projected to remain stable. Thus, parking needs for these user types will go unchanged.

There is an overall parking surplus of 368 spaces (1,186 total effective capacity – 818 peak observed demand).

Future Campus Development

Carleton College is finalizing an updated student housing plan that builds on a 2007 report on student housing capacities and the 2014 *Facilities Master Plan*. Proposals included in the current plan aim to achieve the goal of on-campus housing bed goal and a mix of approximately 80% dormitory housing and 20% house/townhouse living in the near future.



Plans call for student housing growth near the Rec Center, and in the southwest part of campus.

Source: Report on Student Housing and Planning Recommendations, 2021

A total of 1,537 traditional residence hall-style beds are proposed, down from 1,550 under current conditions. A total of 359 house/townhouse style beds are proposed, up from 282 currently. Proposals call for 1,896 total campus beds, 81% traditional residence hall beds, and 19% house/townhouse-style beds. A maximum of 50 net new students will be living on campus in Carleton-owned student housing and not renting in Northfield from private owners. No changes to parking facilities are planned at this time.

Future Parking Needs and Adequacy Conclusion

As indicated, an estimated 50 commuter students will become resident students due to campus housing changes, over the planning horizon, which is assumed to be ten years. No other changes to headcount are expected over this period. As such, Figure 9 below depicts the projected future parking needs by user group under typical, non-event conditions. **Note that Walker has used student parking demand ratios that reflect latent demand to be more conservative in projecting parking needs.**

Figure 9 – Projected Future Off-Street Peak Demand by User Group and Adequacy

User Type	Population	Parking Demand Ratio	Peak Parking Demand
Faculty/staff	841	0.554	466
Resident student	1,888	0.114	215
Commuter student	24	0.378	10
Short-term/visitor		15 vehicles	15
ADA		28 vehicles	28
Facilities		24 vehicles	24
Other		48 vehicles	48
Total Projected Future Parking Need			**806**

Source: Walker Consultants and Carleton College, 2021

Overall parking needs in this future scenario increased slightly compared to current conditions. Under this future scenario, the latent student parking demand (i.e., the waitlist) is being met, and there is a shift of 50 commuter students to resident students, and resident students have a lower parking demand ratio than commuter students who live in private housing.

City of Northfield Code Parking Requirements

Carleton is located within the City of Northfield's College Development District (CD-S). A parking study is required for all development proposed within this zone that assesses parking supply and demand in determining the amount of parking needed. In the absence of a parking study, Section 3.6 of the City of Northfield Code of Ordinances states that Institutions of Higher Education have the following minimum off-street parking requirements: *"Campus-wide requirement as determined through a parking study. One parking space for each faculty, staff, student vehicle, and the number of parking spaces equal to the average visitor parking demand as documented in a parking study. On street parking adjacent to property owned by a college may be counted towards meeting the parking requirement."* Note that this differs from the Code requirement at the time of the 2008 parking study which was "One (1) space per employee on the major shift, plus one (1) space per student vehicle."

This requirement assumes (conservatively) that each student, faculty, and staff member who has a Carleton College parking permit all drive to campus every day and are all present concurrently. In reality, some staff work fully remote or hybrid schedules (especially given the new realities brough on by Covid-19); and faculty members and students have varied office and classroom schedules and are not present all day every day.

Conclusions and Recommendations

There is a projected surplus when including only on-campus Carleton off-street parking spaces (806 projected future need vs. 839 effective off-street supply [please refer to Figure 6]). When including effective off-street supply and all on-street parking supply, there is a projected future surplus of 380 spaces (1,186 spaces – 806 projected future need).

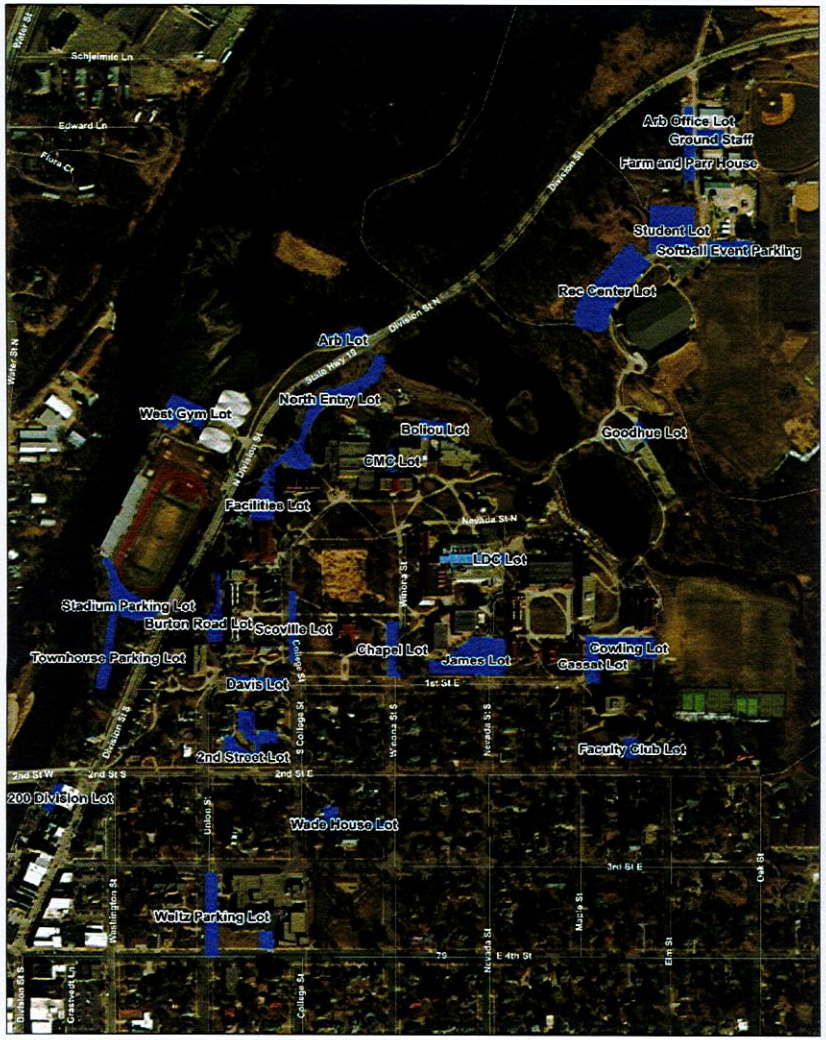
Future off-street parking requirements per current City code can be assumed as one space per parking permit sold to unique purchasers, plus the waitlist. This yields 1,050 spaces (675 faculty/staff permits + 302 student permits + 58 student waitlist + 10 average observed visitor demand, per this study). This is 244 spaces greater than the projected future parking need (806).

Walker has determined that existing Carleton College parking supply can accommodate current and projected future parking needs. Therefore, no additional parking is needed at this time.

Appendix A:

Raw Parking Inventory and Occupancy Data

Off-Street Parking Inventory



Appendix A

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Observed Off-Street Parking Inventory

Facility Name	Total	Faculty/Staff	Student	Short-Term/Visitor	Facility	ADA	Other
Weitz Parking Lot	33	27		1		2	3
Wade House Lot	13		10			1	2
2nd Street Lot	80	72				4	4
Davis Lot	15	1		8		2	4
Burton Road Lot	14	10				2	2
Scoville Lot	24	20				4	0
Townhouse Parkng Lot	63		63				0
Stadium Parking Lot	55	34				4	17
Chapel Lot	36	28				4	4
James Lot	81	64				4	13
Cassat Lot	15	10				2	3
Cowling Lot	29	17	10			1	1
Faculty Club Lot	7		3				4
Facilities Lot	14	5		3	5		1
North Entry Lot	118	107		2	4	2	3
CMC Lot	5					1	4
Boliou Lot	6			2		2	2
West Gym Lot	34	34					0
Arb Lot	34	34					0
Goodhue Lot	3			1		1	1
Rec Center Lot	89	58	25			3	3
Student Lot	120	4	96		16		4
Softball Event Parking							0
Farm and Parr House							0
Arb Office Lot	7	6				1	0
Ground Staff	9				9		0
200 Division Lot	12					2	10
LDC Lot	1						1
Total	917	531	207	17	34	42	86

WALKER CONSULTANTS

Observed Off-Street Parking Demand: 10:00 a.m., Tuesday, October 26, 2021

Facility Name	Total	Faculty/Staff	Student	Short-Term/Visitor	Facility	ADA	Other
Weitz Parking Lot	19	18	0	0	0	0	1
Wade House Lot	10	0	9	0	0	0	1
2nd Street Lot	53	52	0	0	0	0	1
Davis Lot	7	1	0	3	0	0	3
Burton Road Lot	13	10	0	0	0	1	2
Scoville Lot	22	20	0	0	0	2	0
Townhouse Parkng Lot	59	0	59	0	0	0	0
Stadium Parking Lot	23	9	0	0	0	0	14
Chapel Lot	28	27	0	0	0	0	1
James Lot	73	64	0	0	0	1	8
Cassat Lot	10	10	0	0	0	0	0
Cowling Lot	17	8	8	0	0	0	1
Faculty Club Lot	4	0	3	0	0	0	1
Facilities Lot	12	3	0	3	5	0	1
North Entry Lot	103	99	0	2	1	0	1
CMC Lot	2	0	0	0	0	1	1
Boliou Lot	6	0	0	2	0	2	2
West Gym Lot	11	11	0	0	0	0	0
Arb Lot	1	1	0	0	0	0	0
Goodhue Lot	0	0	0	0	0	0	0
Rec Center Lot	40	15	25	0	0	0	0
Student Lot	101	6	83	0	11	0	1
Softball Event Parking	0	0	0	0	0	0	0
Farm and Parr House	0	0	0	0	0	0	0
Arb Office Lot	2	0	0	2	0	0	0
Ground Staff	6	0	0	0	6	0	0
200 Division Lot	10	0	0	0	0	2	8
LDC Lot	1	0	0	0	0	0	1
Total	633	354	187	12	23	9	48

WALKER CONSULTANTS

Observed Off-Street Parking Demand: 2:00 p.m., Tuesday, October 26, 2021

Facility Name	Total	Faculty/Staff	Student	Short-Term/Visitor	Facility	ADA	Other
Weitz Parking Lot	28	25	0	0	0	0	3
Wade House Lot	9	0	8	0	0	0	1
2nd Street Lot	59	58	0	0	0	0	1
Davis Lot	6	1	0	3	0	0	2
Burton Road Lot	12	9	0	0	0	1	2
Scoville Lot	22	19	0	0	0	3	0
Townhouse Parkng Lot	58	0	58	0	0	0	0
Stadium Parking Lot	14	9	0	0	0	0	5
Chapel Lot	29	26	0	0	0	2	1
James Lot	64	57	0	0	0	0	7
Cassat Lot	10	8	0	0	0	0	2
Cowling Lot	23	13	10	0	0	0	0
Faculty Club Lot	6	0	3	0	0	0	3
Facilities Lot	13	5	0	3	5	0	0
North Entry Lot	104	102	0	0	0	0	2
CMC Lot	2	0	0	0	0	1	1
Boliou Lot	2	0	0	2	0	0	0
West Gym Lot	10	10	0	0	0	0	0
Arb Lot	5	5	0	0	0	0	0
Goodhue Lot	1	0	0	0	0	0	1
Rec Center Lot	42	17	24	0	0	0	1
Student Lot	94	2	78	0	11	0	3
Softball Event Parking	0	0	0	0	0	0	0
Farm and Parr House	0	0	0	0	0	0	0
Arb Office Lot	2	0	0	2	0	0	0
Ground Staff	6	0	0	0	6	0	0
200 Division Lot	8	0	0	0	0	2	6
LDC Lot	0	0	0	0	0	0	0
Total	629	366	181	10	22	9	41

WALKER CONSULTANTS

Observed Off-Street Parking Demand: 10:00 a.m., Wednesday, October 27, 2021

Facility Name	Total	Faculty/Staff	Student	Short-Term/Visitor	Facility	ADA	Other
Weitz Parking Lot	21	19	0	1	0	0	1
Wade House Lot	10	0	9	0	0	0	1
2nd Street Lot	52	51	0	0	0	0	1
Davis Lot	5	1	0	1	0	0	3
Burton Road Lot	12	10	0	0	0	1	1
Scoville Lot	20	20	0	0	0	0	0
Townhouse Parkng Lot	61	0	61	0	0	0	0
Stadium Parking Lot	16	7	0	0	0	0	9
Chapel Lot	30	28	0	0	0	1	1
James Lot	74	65	0	0	0	0	9
Cassat Lot	13	10	0	0	0	0	3
Cowling Lot	22	13	9	0	0	0	0
Faculty Club Lot	4	0	3	0	0	0	1
Facilities Lot	13	5	0	2	5	0	1
North Entry Lot	106	105	0	0	1	0	0
CMC Lot	1	0	0	0	0	0	1
Boliou Lot	2	0	0	2	0	0	0
West Gym Lot	7	7	0	0	0	0	0
Arb Lot	2	2	0	0	0	0	0
Goodhue Lot	1	0	0	0	0	0	1
Rec Center Lot	39	16	23	0	0	0	0
Student Lot	96	3	80	0	12	0	1
Softball Event Parking	0	0	0	0	0	0	0
Farm and Parr House	0	0	0	0	0	0	0
Arb Office Lot	0	0	0	0	0	0	0
Ground Staff	6	0	0	0	6	0	0
200 Division Lot	10	0	0	0	0	2	8
LDC Lot	1	0	0	0	0	0	1
Total	624	362	185	6	24	4	43

WALKER CONSULTANTS

Observed Off-Street Parking Demand: 2:00 p.m., Wednesday, October 27, 2021

Facility Name	Total	Faculty/Staff	Student	Short-Term/Visitor	Facility	ADA	Other
Weitz Parking Lot	25	22	0	1	0	0	2
Wade House Lot	9	0	8	0	0	0	1
2nd Street Lot	68	67	0	0	0	0	1
Davis Lot	9	0	0	6	0	0	3
Burton Road Lot	11	8	0	0	0	1	2
Scoville Lot	21	20	0	0	0	1	0
Townhouse Parkng Lot	59	0	59	0	0	0	0
Stadium Parking Lot	21	9	0	0	0	0	12
Chapel Lot	32	28	0	0	0	1	3
James Lot	65	57	0	0	0	0	8
Cassat Lot	6	6	0	0	0	0	0
Cowling Lot	14	14	0	0	0	0	0
Faculty Club Lot	3	0	2	0	0	0	1
Facilities Lot	4	1	0	1	2	0	0
North Entry Lot	105	104	0	0	1	0	0
CMC Lot	2	0	0	0	0	1	1
Boliou Lot	3	0	0	2	0	0	1
West Gym Lot	7	7	0	0	0	0	0
Arb Lot	13	13	0	0	0	0	0
Goodhue Lot	1	0	0	0	0	0	1
Rec Center Lot	41	16	25	0	0	0	0
Student Lot	94	4	77	0	12	0	1
Softball Event Parking	0	0	0	0	0	0	0
Farm and Parr House	0	0	0	0	0	0	0
Arb Office Lot	2	0	0	2	0	0	0
Ground Staff	6	0	0	0	6	0	0
200 Division Lot	10	0	0	0	0	2	8
LDC Lot	1	0	0	0	0	0	1
Total	632	376	171	12	21	6	46

On-Street Parking Inventory

Map label key: Block face ID (# of spaces on block face)



WALKER CONSULTANTS

Observed On-Street Parking Demand: Tuesday, October 26, 2021

Block ID	Parked Vehicles 10:00 a.m.	Parked Vehicles 2:00 p.m.
1	4	7
2	9	9
3	3	3
4	4	5
5	4	3
6	5	6
7	11	10
8	14	13
9	13	11
10	12	13
11	6	4
12	10	8
13	11	12
14	9	9
15	7	7
16	0	0
17	9	10
18	0	0
19	12	5
20	4	7
21	0	0
Total	147	142

Appendix A

WALKER CONSULTANTS

Observed On-Street Parking Demand: Wednesday, October 27, 2021

Block ID	Parked Vehicles 10:00 a.m.	Parked Vehicles 2:00 p.m.
1	8	6
2	10	10
3	4	3
4	4	5
5	2	5
6	4	1
7	6	12
8	14	12
9	12	10
10	15	15
11	3	7
12	10	10
13	13	13
14	9	10
15	9	9
16	0	0
17	9	11
18	0	0
19	11	9
20	7	4
21	0	0
Total	150	152

Appendix A



WALKER
CONSULTANTS

File #: 26-212, **Version:** 1

City Council Meeting Date: April 21, 2026

To: Mayor and City Council

From: Ben Martig, City Administrator

City Administrator's Update.

Summary Report:
Please see the following

- Upcoming Agenda Items List.

Alternative Options:
N/A

Financial Impacts:
N/A

Tentative Timelines:
N/A

City of Northfield

Upcoming Agenda Items

City Hall
801 Washington Street
Northfield, MN 55057
northfieldmn.gov

City Council

Tuesday, April 21, 2026

TMP 25-899 Consider Approval of Mayoral Board/Commission Youth Appointments.

Drafter: Hoffman

Notes: consent

TMP 25-900 Consider Approval of Mayoral Board and Commission Appointments.

Drafter: Hoffman

Notes: consent

TMP 26-096 Consider Project Partnership Agreement with Army Corps of Engineers for Northwest Water Tower Grant.

Drafter: Wagner

Notes: consent

TMP 26-245 Preliminary Design Update - Phase II of the Northfield Skateboard Park Project.

Drafter: Bennett

Notes: Regular #2 (20 min.)

TMP 26-304 Consider Approving Disbursements totaling $1,342,645.20

Drafter: Grant

Notes: consent

TMP 26-332 Consider a motion approving the lower-potency hemp edible retailer application for Kwik Trip Inc. dba Kwik Trip #385, 500 Laurel Court.

Drafter: Peterson

Notes: Consent

TMP 26-337 Approve application for premises permit for the Defeat of Jesse James Days Committee, Inc. at Taco Terco LLC.

Drafter: Peterson

Notes: Consent

TMP 26-324 Consider Resolution Establishing an Ad Hoc City Investment Policy and Cash Management Advisory Working Group.

Drafter: Martig

Notes: consent

TMP 26-268 Consideration of a Conditional Use Permit for Carleton College to Make Transportation Facility Improvements within the Perimeter Transition Area North of 1st St. E.

Drafter: Hughey

Notes: Regular #3 (15 min.)

TMP 26-016 Consider Resolution Approving a Purchase Agreement for the Acquisition of a Medical Clinic, a Taxable Subordinate Hospital Revenue Note, Series 2026C in Connection with Financing Such Acquisition, and Amended and Restated Indenture of Trust and Related Documents.

Drafter: Martig

Notes: Regular #1 (15 min.)

26-116 Consider Approval of MOU with Three Rivers Community Action/Hiawathaland Transit related to Transit Services in Northfield.

Drafter: Bennett

Notes: Consent

TMP 25-951 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-315 Reports From the Mayor and Council Members.

Drafter: Martig

Notes: update

TMP 26-274 Mayor’s Youth Council What I Love About Northfield Poster Contest Winner Presentation.

Drafter: Hoffman

Notes: Presentation #1 (10 min.)

TMP 26-264 Presentation of Percent for the Arts Annual Report (2025).

Drafter: Draper

Notes: Presentation #2 (10 min.)

TMP 26-350 Quarterly Police Report, Quarter 1, 2026

Drafter: Schroepfer

Notes: Presentation #3 (10 min)

TMP 25-746 Consider Approval of April 7, 2026 City Council Meeting Minutes.

Drafter: Peterson

Notes: consent

TMP 25-747 Consider Approval of April 14, 2026 City Council Work Session Minutes.

Drafter: Peterson

Notes: consent

Tuesday, May 5, 2026

TMP 26-364 Consider Approving Disbursements totaling $

Drafter: Grant

Notes: consent

TMP 26-371 Consider Motion for Contract Amendment #2 for Professional Services for the 2026 Mill and Overlay and Mill Towns State Trail Project.

Drafter: Simonson

Notes: Consent

TMP 26-346 Consider Motion Approving Permanent and Temporary Easements for the Jefferson Parkway and Mill Towns State Trail Improvements Project.

Drafter: Simonson

Notes: Consent

TMP 26-373 Consider Approval of Mayoral Board and Commission Appointments.

Drafter: Hoffman

Notes: consent

TMP 26-302 Resolution for Harvest Hills 2nd Addition Preliminary Plat.

Drafter: Schmidt

Notes: Regular #__ (30 min.)

TMP 26-367 Consideration of Authorization to Initiate a Request for Proposals (RFP) for the Wastewater Treatment Plant Pretreatment, Primary and Generator Project.

Drafter: Wagner

Notes: Consent

TMP 26-351 Consideration Resolution Accepting Tree Donation for City Parks and Street Rights-of-Way.

Drafter: Tussing

Notes: Consent

TMP 26-261 Consider Resolution Approving Local Housing Trust Fund Policy Adoption

Drafter: hanson

Notes: consent

TMP 26-242 Consideration of a Resolution for the approval of the cannabis retail registration application for Black Bear Wellness MN LLC to operate a cannabis retailer business with an adult-use cannabis retailer endorsement at 680 Professional Drive.

Drafter: Peterson

Notes: consent

TMP 25-846 Consider Resolution approving Contract with the State of Minnesota for the Reconstruction of the Mill Towns State Trail in Sechler Park.

Drafter: Bennett

Notes: Regular #__ (20 min.)

TMP 26-179 Consider Approval of Sale of Property at 1600 Riverview Ln by Northfield Hospital + Clinics.

Drafter: Bennett

Notes: #1 Immediately Following Public Hearing #1 (5 min.)

TMP 26-185 Consider Approval of Grant Contract Agreement with the State of Minnesota for Local Housing Trust Fund Grant (2025) in the Amount of $150,000.

Drafter: Hanson

Notes: consent

TMP 25-931 Consideration of Second Reading of Ordinance No. ____ Amending Section 2-26 of City Code Relating to 2027 and 2028 Mayor and City Council Compensation.

Drafter: Peterson

Notes: consent

TMP 26-003 First Reading of Ordinance to Amend Chapter 34: Land Development Code: Article 5. Subdivision of Land. 5.26 Parks, Trails and Open Space Dedication Related to Park & Trail Dedication Fees.

Drafter: Schmidt

Notes: Regular #__ (20 min.)

TMP 26-136 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 25-952 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-177 Public Hearing on Sale of Property in at 1600 Riverview Ln (Northfield Hospital + Clinics)

Drafter: Bennett

Notes: Public Hearing #1 (5 min.)

TMP 26-326 Presentation of Northfield Hospital and Clinics 2024 Audit.

Drafter: Angelstad

Notes: Presentation #__ (10 min.)

TMP 25-748 Consider Approval of April 21, 2026 City Council Meeting Minutes.

Drafter: Peterson

Notes: consent

Tuesday, May 12, 2026

TMP 26-221 Review Northfield Community Resource Center Financial Review and Related Leases.

Drafter: Martig

Notes: Work Session #3 (30 min.)

TMP 26-259 Discuss Winter Parking Rules and Overnight 2 a.m. to 6 a.m November 15 to March 15 Winter On-Street Parking Ban.

Drafter: Bennett

Notes: Work Session #1 (__ min.)

TMP 26-329 Review of updated Economic Development Authority (EDA) Enabling

Resolution.

Drafter: Martig

Notes: Work Session #4 (20 min.)

TMP 26-372 Review Central Business District Existing Short Term Parking Regulations and Potential Changes.

Drafter: Bennett

Notes: Work Session #2 (30 min)

Tuesday, May 19, 2026

TMP 26-358 Public hearing regarding the consideration of a resolution modifying the Master Development District and the establishment of the Harvest Hills Tax Increment Financing District

Drafter: Wopata

Notes: Public Hearing #1 (__ min.)

TMP 25-647 Consider approval of agreement with Post Consumer Brands. for Ames Mill Dam Ownership Transfer to the City of Northfield.

Drafter: Bennett

Notes: Regular #__ (15 min.)

TMP 26-006 Summary Publication Notice for the Text Amendment to Park Dedication Fees.

Drafter: Schmidt

TMP 26-355 Consideration of a resolution modifying the Master Development District and the establishment of the Harvest Hills Tax Increment Financing District

Drafter: Wopata

Notes: Immediately after Public Hearing #1 (__ min.)

TMP 26-283 Consider Resolution Receiving Charter Amendment to Section 4.1 of the City Charter and Calling for a Public Hearing on Charter Amendment Proposed to be Adopted by Ordinance.

Drafter: Martig

Notes: Regular #__ (10 min.); contingent on Charter vote and submission to Council

TMP 26-005 Second Reading of Ordinance to Amend the Text Related to Park & Trail Dedication Fees.

Drafter: Schmidt

Notes: Consent

TMP 25-983 Reports From the Mayor and Council Members.

Drafter: Martig

Notes: update

TMP 26-190 2026 First Quarter Financial & Investment Updates

Drafter: Angelstad

Notes: consent

TMP 25-896 City Administrator Biannual Update Summary of Grants Report per the City Council Grants Policy.

Drafter: Martig

Notes: consent

TMP 25-953 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-317 Reports From the Mayor and Council Members.

Drafter: Martig

Notes: update

TMP 26-359 Friends of Downtown Northfield Annual Presentation

Drafter: John

Notes: Presentation #1 (10 min.)

TMP 25-749 Consider Approval of May 4, 2026 City Council Closed Meeting Minutes.

Drafter: Peterson

Notes: consent

TMP 25-750 Consider Approval of May 5, 2026 City Council Meeting Minutes.

Drafter: Peterson

Notes: consent

TMP 25-751 Consider Approval of May 12, 2026 City Council Work Session Minutes.

Drafter: Peterson

Notes: consent

Tuesday, June 2, 2026

TMP 26-348 Consider Motion Approving Safe Streets 4 All (SS4A) Grant Agreement.

Drafter: Simonson

Notes: Regular #__ (20 mins.)

TMP 26-249 Consider Resolution Providing for the Issuance and Sale of General Obligation Street Reconstruction and Equipment Bonds, Series 2026A in the Proposed Aggregate Principal Amount of $4,440,000.

Drafter: Bennett

Notes: Regular #__ (__ min.)

TMP 25-764 Consider Resolution Adopting the Street Reconstruction and Overlay Plan (SROP) and Issuance of Street Reconstruction and Overlay Bonds.

Drafter: Simonson

Notes: #1 Immediately following Public Hearing #2 (10 min.)

TMP 25-954 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-152 Discuss Safe Streets and Roads for All (SS4A) Planning RFP- Scope of Services.

Drafter: Bennett

Notes: Regular #__ (__ min.)

TMP 26-138 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-318 Reports From the Mayor and Council Members.

Drafter: Martig

Notes: update

TMP 25-752 Consider Approval of May 19, 2026 City Council Meeting Minutes.

Drafter: Peterson

Notes: consent

Tuesday, June 9, 2026

TMP 26-290 Discussion on Organized Curbside Compost.

Drafter: Bennett

Notes: Work Session #1 (__ min.)

Tuesday, June 16, 2026

TMP 26-282 Public Hearing Related to Charter Commission Proposed Ordinance Amending Section 4.1 of the Northfield City Charter.

Drafter: Martig

Notes: Public Hearing #1 (15 min.)

TMP 26-280 Consider Ordinance Amending Section 4.1 of the Northfield City Charter (First Reading).

Drafter: Martig

Notes: Immediately After Public Hearing #1 (5 min.)

TMP 26-319 Reports From the Mayor and Council Members.

Drafter: Martig

Notes: update

TMP 25-955 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-139 City Administrator's Update.

Drafter: Martig

Notes: update

TMP 26-151 Consider Approval of Safe Streets and Roads for All (SS4A) Planning Grant with FHWA.

Drafter: Bennett

Notes: Consent

TMP 25-753 Consider Approval of June 2, 2026 City Council Meeting Minutes.

Drafter: Peterson

Notes: consent

TMP 25-754 Consider Approval of June 9, 2026 City Council Work Session Minutes.

Drafter: Peterson

Notes: consent