

Application for Financing

Healthcare



MINNESOTA
HEALTH AND EDUCATION
FACILITIES AUTHORITY

Borrower Information

Name of Borrower:

Date:

Borrower Primary Contact Information:

Name

Title

Email

Phone

Purpose of Financing (Select all that apply)

Building acquisition, construction or renovation, site or equipment acquisition

Refinancing of one or more Authority bond issues

Refinancing of one or more indebtedness not issued by the Authority

Each of the following should be treated as a separate element and described separately, starting with "Project A." If not located on the main campus, please include the street address.

- each new building or complex of buildings (square footage, beds or floors)
- renovations associated with a particular building or site
- equipment that is not related to either the proposed new buildings or existing buildings that are to be renovated
- each Authority bond issue to be refinanced, specifying the series name
- each other indebtedness that is to be refinanced, specifying the date incurred, the lender and the capital project that was financed

Project A:

Project B:

Project C:

Project D:

Estimated Cost Summary

	Project A	Project B	Project C	Project D	Total
Construction cost					
Architectural, engineering and consultant costs					
Furnishings and equipment					
Site acquisition					
Principal amount of debt to be refinanced					
Other (excluding issuance costs and reserves)					
Total					

Estimated Financing Summary

	Project A	Project B	Project C	Project D	Total
Amount of funds from other sources					
Amount of project cost (excluding issuance costs and reserves) to be financed with Authority bonds					
Principal amount of debt to be refinanced					
Total					

Please give the approximate dates of any of the following steps that have already been taken:

	Project A	Project B	Project C	Project D
Construction has started				
Construction contract has been awarded				
Purchase contract for materials or equipment has been awarded				

Is any part of the facilities, now or in the future, to be managed or otherwise used by any person other than the Borrower?

Yes No

If you checked "YES," please describe briefly the location and extent of the use and whether the user is an exempt organization under Section 501(c)(3) of the Internal Revenue Code:

Will any of the following actions violate any provisions of the articles of incorporation, the bylaws or constitution of the Borrower or of any affiliated organization, any existing mortgage, deed, contract or other agreement, or any state, local or federal law, rule, regulation or ordinance?

Entering into a loan agreement with the Authority for the repayment of bond proceeds?

Yes No

Completing the proposed project or prepaying the Authority bonds or other debt that will be refinanced?

Yes No

Entering into a mortgage or security agreement to secure repayment to the Authority?

Yes No

Proposed Timing Summary

	Project A	Project B	Project C	Project D
Start date				
Completion date				
Acquisition date if the project is only for equipment				
Optional redemption date for refinancings				

How will this bond issue be sold?

Competitive public sale

Negotiated public offering

Private placement

Undecided

When do you wish to close on the bond issue?

As soon as practical

No later than:

Not sooner than:

What is the expected source of funds to repay the loan of bond proceeds? (check all that apply)

☐ Operating funds

☐ Additional revenue from the project

☐ Gifts from private donors

☐ Grants from governmental sources

☐ Other

If repayment is not expected to be entirely from operating funds, state the approximate amount from the other sources and whether such funds are temporarily or permanently restricted in any way as to use:

Is credit or liquidity enhancement expected? (check all that may apply)

☐ Bond insurance

☐ Letter of credit

☐ Standby bond purchase agreement for tendered bonds

☐ Guaranty

What is the status of any application for the foregoing?

What are the preferred scheduled payment dates?

Month and earliest year for annual principal payments:

Earliest month and earliest year for interest payments:

Are revenues available to pay interest during the construction period?

Yes

No, interest should be capitalized for _____ months

Not Applicable

The following two questions apply to all refinancings. Please select "Not Applicable" if this does not apply.

Not Applicable

1. Has the original project been completed substantially in accordance with the plans and specifications?

Yes

No

2. Has there been a default by the institution or by any other party, in the performance of the covenants and conditions relating to the Authority bonds or other debt to be refinanced?

Yes

No

The following four questions apply to refinancing debt that is not Authority issued bonds. Please select "Not Applicable" if this does not apply.

Not Applicable

1. Will the proposed refinancing enhance and preserve the Borrower and the facilities being refinanced or utilization thereof for educational purposes?

Yes

No, because:

2. Will the proposed refinancing extend or adjust maturities to correspond to the resources available for their payment?

Yes

No, because:

3. Will the proposed refinancing reduce the tuition charges or fees imposed on students for the use of such facilities or costs met by state or federal funds?

Yes

No, because:

4. Will the proposed refinancing enhance or preserve educational programs and research or other facilities eligible to be a project or part thereof?

Yes

No, because:

The table below applies to refinancing debt that is not Authority issued bonds. Please check "Not Applicable" if this does not apply.

Not Applicable

Statutory Maximum to Refinance Debt Other Than Authority Bonds

	Project A	Project B	Project C	Project D
(a) Original project costs				
(b) Principal amount of any debt (other than Authority bonds) to be refinanced				
(b) Accrued but unpaid interest on debt (other than Authority bonds) to be refinanced				
(b) Prepayment premium (or discount) on debt (other than Authority bonds) to be refinanced				
(c) Appraised value of project				
(c) Depreciated equipment				
Maximum allowable: the lesser of (a) original cost, (b) principal, interest and premium and (c) present value				

Check below if any of the projects are located in or involve any of the following:

Riparian frontage

Shoreland area

Delineated flood plain

State or Federally designated wild and scenic rivers district

Minnesota River Project Riverbend area

Mississippi River headwaters area

If there are any potential environmental issues, please summarize the major environmental issues:

Governmental Approval Summary

	Project A	Project B	Project C	Project D
Zoning variance or change	not applicable received pending	not applicable received pending	not applicable received pending	not applicable received pending
Building permit	not applicable received pending	not applicable received pending	not applicable received pending	not applicable received pending
Other governmental approval	not applicable received pending	not applicable received pending	not applicable received pending	not applicable received pending
Environmental Assessment Worksheet	not applicable received pending	not applicable received pending	not applicable received pending	not applicable received pending
Environmental Impact Statement	not applicable received pending	not applicable received pending	not applicable received pending	not applicable received pending

If one or more governmental approvals are pending, please describe the status of the application process and whether approval is expected before the bond closing:

Borrower Contact Information:

Legal name of corporate Borrower and street address:

Chief Executive Officer:

Chief Financial Officer (please give name, title, preferred mailing address, telephone, fax and email address):

Additional staff assisting with the project (please give name, title, preferred mailing address, telephone, fax and email address):

Attorney (please give name of firm and the responsible individual as well as preferred mailing address, telephone, fax and email address)

Independent Auditor (please give name of firm and the responsible individual as well as preferred mailing address, telephone, fax and email address)

Description of Healthcare Services provided:

Religious Affiliations

1. Does the institution receive support from any church body?

Yes

No

2. Does a church body or religious order control the election of any trustees or officers?

Yes

No

3. Is the consent of any religious order or any other corporation necessary before the institution may sell or mortgage its property or borrow money?

Yes

No

4. Are there any religious qualifications for staff appointments?

Yes

No

Please explain if you have answered "YES" to any of the foregoing four questions:

No Discriminatory Practices

1. Does the institution unlawfully discriminate in any manner in the full utilization or benefit of the institution or its services because of gender, race, color, creed, national origin or other basis?

Yes

No

2. Does the institution expel, limit or otherwise unlawfully discriminate against patients because of gender, race, color, creed, national origin or other basis?

Yes

No

3. Does the institution unlawfully discriminate in hiring, promotion, salary, and assignments or in any other matter in its employment practices, because of gender, race, color, creed, national origin or other basis?

Yes

No

Please explain if you have answered "Yes" to any of the foregoing three questions:

LIST OF EXHIBITS
(please number consecutively)

Please provide (A) Admissions, (B) Average length of stay, (C) Payer Mix, (D) Average days cash on hand
attached as Exhibit ____

Most recent published fee schedule, and any supplemental charges.
attached as Exhibit ____

List of all outstanding indebtedness (excluding debt that will be refinanced with new Authority bonds), including interest rates, amounts, repayment schedule and description of the mortgage or other collateral securing payment.
attached as Exhibit ____

Description of any debt limitation, covenant or restriction to which the institution is subject, with a statement by the Chief Financial Officer and supporting calculations as to compliance with such debt limitation, covenant or restriction.
attached as Exhibit ____

Audited financial statements for each of the past five fiscal years. May be provided by reference to your website (please state specific website address below), sent electronically, or on a labeled CD (mailed or delivered).
attached as Exhibit ____
Website address:

Current operating budget.
attached as Exhibit ____

List of current board members and officers.

attached as Exhibit ____

Copy of the current articles of incorporation. If the institution was incorporated under a special act, a copy of the special act with all amendments should be provided. Please include any amendments that are expected to be proposed for approval.

attached as Exhibit ____

Copy of the current bylaws of the corporation. Please include any amendments that are expected to be proposed for approval. Please include any other similar corporate guidelines such as a "constitution".

attached as Exhibit ____

Copy of the articles of incorporation and bylaws of any affiliated religious or other organization that must approve any action by the institution to sell or mortgage its property or to borrow money.

attached as Exhibit ____

not applicable

Copy of the most recent ruling or letter from the Internal Revenue Service confirming that the institution is an organization described in Section 501(c)(3) of the Internal Revenue Code.

attached as Exhibit ____

Copy of the most recent Minnesota Department of Health Licensure

attached as Exhibit ____

Description of any pending litigation that is uninsured and would have a material adverse financial impact if resolved against the institution. In addition, please describe any charge filed against the institution by a state or federal agency or any individual or group alleging unlawful discrimination by the institution.

attached as Exhibit ____

no pending litigation

Either (A) a copy of a survey of the site (as built, if this is a refinancing) of the project, including the related legal description or (B) a plat map or other depiction of the project site that clearly shows the location of existing and proposed buildings and the relationship to a legal description. If a mortgage is necessary for this financing, a survey will be required and it must show any right-of-way necessary for access by the mortgagee or new owner to a public street or highway and all easements and other legal encumbrances.

attached as Exhibit ____

arrangements for a survey or plat map will be made before bonds are offered for sale

Either (A) a commitment to issue a title insurance policy in an owner's or mortgagee's form or (b) a preliminary opinion of title based upon an examination of real estate records covering the project site and certified to within approximately 30 days of the date of the opinion. All exceptions, liens and encumbrances should be noted on the commitment or opinion. The evidence should indicate that title or suitable ownership interest is held by the institution or a seller of any real estate to be acquired with this financing.

attached as Exhibit ____

arrangements for evidence of ownership will be made before bonds are offered for sale.

Copy of the resolution of the governing board (or the executive committee) of the institution in a form similar to Attachment A declaring official intent to reimburse itself from bond proceeds and authorizing submission of the Application.

attached (showing the effective date) as Exhibit ____

not attached but will be adopted on _____ (must be before public hearing)

not applicable because this application is solely for refunding Authority bonds.

Copy of the resolution of the governing board (or the executive committee) of the institution in a form similar to Attachment B authorizing submission of this Application.

attached (showing the effective date) as Exhibit ____

not applicable because a resolution similar to Attachment A is submitted

Certification by the architect in a form similar to Attachment C that the estimated costs of the items comprising the total structure costs are considered to be realistic and have been made according to accepted architectural practices for developing preliminary estimates.

attached as Exhibit ____

not applicable because no construction or significant renovation is proposed

The following exhibits apply only to refinancing of debt that is not Authority bonds. Please select "Not Applicable" if this does not apply.

Not Applicable

Copy of all loan agreements, promissory notes, financing agreements, indentures, mortgages or other documents relating to the debt (that is not Authority bonds) to be refinanced, together with all amendments or modifications. May be provided on a labeled CD.

attached as Exhibit ____

Copy of all leases, management agreements, use agreements or other documents relating to the capital project originally financed by the debt (that is not Authority bonds) to be refinanced, together with all amendments or modifications. May be sent electronically or provided on a labeled CD (mailed or delivered).

attached as Exhibit ____

Copy of current appraisal of capital project originally financed by the debt (that is not Authority bonds) to be refinanced prepared by an appraiser with the MAI designation or the equivalent.

attached as Exhibit ____

Signature and Certifications

The undersigned officers of the Borrower hereby certify that the Application, including the enclosed exhibits are complete and correct. We have reviewed and hereby accept the terms of the Indemnity Agreement as set forth in Attachment D.

(Chief Executive Officer)

Signature:

Title:

And

(Chief Financial Officer)

Signature:

Title:

Date of this Application:

Delivery Instructions

The following two items must be received by the Authority in order to proceed with the financing:

Signed Application, together with exhibits, for the Authority

- Email to bwf@mnhefa.org (cc: agl@mnhefa.org)
- Signed Application, together with exhibits, will be forwarded by the Authority to Bond Counsel and the Financial Advisor

\$1,000 Application Fee

- *Electronic payment is available. Please contact the Authority for ACH information.*
- Checks should be made payable to: Minnesota Health and Education Facilities Authority
- Mail or Deliver check to:

Minnesota Health and Education Facilities

Authority 860 Blue Gentian Road, Suite 145

Eagan, MN 55121

651-296-4690

RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE AND AUTHORIZING SUBMISSION OF
APPLICATION TO THE MINNESOTA HEALTH AND EDUCATION FACILITIES AUTHORITY

WHEREAS, this Corporation is considering various means of financing the project described generally as the acquisition, construction, improvement and equipping of various facilities, including:

[Provide description of projects]

(collectively, the "Project") through taxable or tax-exempt debt; and

WHEREAS, the Corporation desires that the Project costs that may be paid prior to the issuance of tax-exempt bonds qualify for reimbursement from the proceeds of such tax-exempt bonds under Treasury Regulations Section 1.150-2;

NOW BE IT RESOLVED AS FOLLOWS:

1. The officers of this Corporation, acting individually or together, are authorized to prepare and submit a financing application to the Minnesota Health and Education Facilities Authority, provided that the officers shall obtain further approval from this Board as to the final terms and conditions of the borrowing or, subject to certain conditions described below, from the Executive Committee of this Board, as to the final terms and conditions of the borrowing.
2. Certain expenditures relating to the Project may be incurred and paid prior to the issuance of tax exempt bonds and this Board hereby declares the intent of the Corporation, for purposes of Section 1.150-2 of the Treasury Regulations, to reimburse itself for all or part of such expenditures from tax exempt bonds expected to be issued for the Project in the approximate maximum principal amount of \$ _____ (plus such additional principal amount necessary to provide for costs of issuance, net original issue discount, credit enhancement and any debt service reserve fund). Authority is hereby specifically conferred on any officer of this Corporation, to make such further d eclarations of official reimbursement intent on behalf of this Corporation as may be necessary or desirable.
3. The Executive Committee is authorized to give such approval as to the final terms and conditions of the borrowing on behalf of this Corporation as may be necessary or desirable, in lieu of the Board approval, provided that the maximum principal amount of the bonds shall not exceed the amount described in paragraph 2 above and the true interest cost on the bonds shall not exceed _____ %

Adopted on _____

RESOLUTION AUTHORIZING SUBMISSION OF APPLICATION TO THE MINNESOTA HEALTH AND
EDUCATION FACILITIES AUTHORITY

WHEREAS, the [chief financial officer and/or the chief executive officer] of this Corporation has presented to this Board a proposal for the financing of

[Provide description of projects to be financed]

OR

[refunding of certain bonds outstanding in the approximate amount of \$ _____ issued in [year] _____ as Series _____ for the construction, acquisition, improvement of the _____ building(s) and the acquisition and installation of _____ equipment.]

OR

[refinancing of taxable debt outstanding in the approximate amount of \$ _____ incurred in [year] _____ with _____ as the lender for the construction, acquisition, improvement of the _____ building(s) and the acquisition and installation of _____ equipment.]

NOW BE IT RESOLVED AS FOLLOWS:

1. The officers of this Corporation, acting individually or together, are authorized to prepare and submit a financing application to the Minnesota Health and Education Facilities Authority with all necessary exhibits, provided that the officers must obtain further approval from this Board or, subject to certain conditions described below, from the Executive Committee of this Board, as to the final terms and conditions of the borrowing.

2.. The Executive Committee is authorized to give such approval as to the final terms and conditions of the borrowing on behalf of this Corporation as may be necessary or desirable, in lieu of the Board approval, provided that the approximate maximum principal amount of the bonds shall not exceed \$ _____ (plus such additional principal amount necessary to provide for costs of issuance, net original issue discount, credit enhancement and any debt service reserve fund) and the true interest cost on the bonds shall not exceed _____%.

Adopted on _____

ARCHITECT'S CERTIFICATION

EXHIBIT __

This is to certify that the estimated costs of the items comprising the total structure costs are considered to be realistic and have been made according to accepted architectural practices for developing preliminary estimates.

Date

Signature of Architect

Name of person signing and title

Company name

Address

Telephone number

INDEMNITY AGREEMENT

Terms and conditions relating to any application by a nonprofit corporation, as operator of an institution of healthcare (the “Borrower”) in the State of Minnesota for financing through the Minnesota Health and Education Facilities Authority (hereinafter called the “Authority”), an agency of the State of Minnesota.

1. For purposes of the Indemnity Agreement, the following terms are assigned the meaning set forth below:

“Act” means Minnesota Statutes, Section 136A.25 to 136A.42, as amended.

“Authority, its agents and representatives” includes any member or officer of the Authority, any employee of the State of Minnesota assigned to work with or for the Authority on a full time or part time basis, the Authority’s financial advisor, the Authority’s bond counsel, and, if approved by the Borrower, any other consultant employed by the Authority in connection with the project.

“Bonds” includes bonds, notes and lease obligations.

“Bond counsel” means any law firm appointed by the Minnesota Attorney General’s Office to act as bond counsel for the Authority.

“Municipal advisor” or “Financial advisor” means any firm appointed by the Authority to provide financial advisory services with respect to bonds of the Authority.

2. The Borrower has submitted an application to the Authority for financing assistance under the Act, together with exhibits thereto (collectively, the “Application”). Such Application is true and complete in all respects, and if any change or event shall occur to make the Application untrue, incomplete or misleading, or if the Borrower shall discover that the Application is untrue, incomplete or misleading, the Borrower will notify the Authority promptly in writing.

3. The Borrower will indemnify and hold the Authority, its agents and representatives harmless from any loss, liability or expense which they or any of them may incur or suffer as a result of (a) any untrue, incomplete or misleading statement or information provided or approved by the Borrower and contained in the Application or subsequently furnished to the Authority, its agents or representatives or (b) any statement or information relating to the Borrower, the Borrower’s project or operations of the Borrower contained in any Official Statement or other public or private offering document approved by the Borrower in connection with the issuance or sale of bonds for the Borrower, if such statement or information is untrue or incorrect in any material respect or if there is an omission of any statement or information which should be contained therein or which is necessary to make the statements therein relating to the Borrower, the Borrower’s project or the Borrower’s operations not misleading in any material respect.

4. Any written item furnished by an officer, director, trustee or employee of the Borrower or by an architect, engineer, attorney or other consultant designated by the Borrower in the Application or otherwise as being consultant to the Borrower in respect of the project, shall be deemed to have been furnished by the Borrower. Any item prepared by the Authority, its agents and representatives shall be deemed to have been approved by the Borrower, if approved orally or in writing, (i) by an officer of the Borrower or of its governing board or (ii) by a person designated as an authorized representative of the Borrower by an officer of the Borrower or of its governing board.

5. The Borrower reserves the right to withdraw its Application any time before the Application is approved by the Authority, which approval shall be evidenced by a resolution of the members of the Authority at a regular or special meeting of the Authority. However, the Application fee, where required, is non-refundable whether or not the Application has been withdrawn and whether or not any bonds are issued for the Borrower as proposed in the Application. However, any application fee will be credited against the first annual administrative fee.

6. The Borrower understands that bond counsel and the financial advisor will use their best efforts in completing the financing pursuant to the Act. Without limiting the generality of the foregoing:

(a) The municipal advisor is authorized (i) to investigate the feasibility of the project and the financing thereof, (ii) to make recommendations with respect thereto to the Authority and the bond counsel, (iii) to prepare, in consultation with the Borrower and the bond counsel, an Official Statement describing the bonds, the project and the Borrower and (iv) to present information respecting the Borrower, the project and the bonds to any other person having a legitimate present or prospective interest in the project or bonds, including any investment banker, federal agency, bond rating agency, credit enhancement provider, or financial or other information media.

(b) The bond counsel is authorized (i) to investigate all legal questions respecting the Borrower and the acquisition and financing of the project, (ii) to examine the corporate documents respecting the organization of the Borrower, abstracts of title, construction contracts, leases and other agreements relating to the Borrower or project, (iii) to render opinions on any such matters to the Authority, the financial advisor, the Borrower or any other person having a legitimate present or prospective interest in the project or bonds, and (iv) to prepare forms of (A) Agreement between the Authority and the Borrower, (B) Trust Indenture by the Authority to a trustee for the bondholders, (C) other related documents, (D) Resolutions to be adopted by the Authority and the Borrower relating to the foregoing, and (E) any amendment or supplement to any of the foregoing deemed necessary or desirable by bond counsel.

(c) The Authority intends (i) to review all such recommendations, opinions and documents relating to the financing, (ii) to review all such additional documents as may be furnished by the Borrower, and (iii) to present information respecting the Borrower, the project and the bonds to any person having a legitimate present or prospective interest in the project or bonds.

7. The Borrower agrees to pay the reasonable fees and expenses of the bond counsel and financial advisor and, if approved by the Borrower, of any consultant employed by the Authority for services rendered after submission of the Application and any out-of-pocket expenses incurred by them on account of the project. The Borrower further agrees to pay any out-of-pocket expenses incurred by the Authority on account of the project. The agreements on the part of the Borrower contained in this paragraph 7 shall be enforceable by the Authority and by the financial advisor, bond counsel and (if approved by the Borrower) other consultant employed by the Authority, whether or not the Application is approved or the project completed or bonds issued by the Authority and, without regard to cause.

8. The Borrower agrees (i) to furnish as promptly as possible all information requested by the Authority, its agents and representatives, (ii) to make available to the Authority, its agents and representatives, all books and records, contracts, documents and reports of the Borrower pertaining to the project and the organization and financial condition of the Borrower, and (iii) to review all documents prepared by the Authority, its agents and representatives, as contemplated by paragraph 7, and communicate approval or request changes as the Borrower may deem necessary or appropriate in its own best interests.

9. The Authority may terminate progress towards issuing bonds at any time and for any reason including: (a) failure by the Borrower to perform the actions specified in paragraph 8, (b) the Application or other materials furnished by the Borrower contains statements or omissions which are materially false or misleading, (c) either the Borrower's project or issuing bonds for the Borrower's project is not economically feasible, (d) the Borrower is not an eligible institution under the Act or (e) the project is not an eligible project under the Act. Before the Authority terminates a financing under this paragraph 9, it shall notify the Borrower at least 10 days in advance of the date of the Authority's regular or special meeting at which termination will be considered and to provide a reason for the termination. The Borrower shall have the right to appear at such meeting and object in person or by writing to the proposed action of the Authority. The Borrower agrees that the action of the Authority shall be final and binding upon the Borrower.

10. The Borrower has the right to terminate, for any reason and without cause, the financing at any time before bonds are sold by the Authority. Copies of such notice shall be sent to the Authority, its bond counsel, financial advisor and any other consultant employed by the Authority for the financing. Thereafter, the Authority's bond counsel, financial advisor and any other consultants shall not render further services, and neither they nor the Authority shall incur further expenses for the account of the Borrower relative to the financing, except such minor services and expenses as may reasonably be required to wind up and protect the work done to the date of receipt of notice.