

MVTA BOND BOARD

RESOLUTION NO. 21-023

RESOLUTION AUTHORIZING THE ISSUANCE OF GROSS
REVENUE REFUNDING BOND, SERIES 2021, IN THE
ESTIMATED PRINCIPAL AMOUNT OF \$2,420,000, AND
APPROVING THE EXECUTION OF VARIOUS DOCUMENTS

WHEREAS, the Minnesota Valley Transit Authority (the “Authority”) is a joint powers entity under Minnesota Statutes, Section 471.59, as amended (the “Joint Powers Act”), created by a Third Amended and Restated Joint Powers Agreement of the Minnesota Valley Transit Authority, effective as of October 3, 2014 (as may be further amended and supplemented the “Joint Powers Agreement”), which agreement was entered into by the Cities of Apple Valley, Burnsville, Eagan, Rosemount, Prior Lake, Savage, and Shakopee (collectively, the “Cities”) and the Counties of Dakota and Scott (together, the “Counties,” and collectively with the Cities, the “Members”); and

WHEREAS, under subdivision 11 of the Joint Powers Act, the Members are authorized to establish a joint board to issue bonds or obligations under any law by which any of the governmental units establishing the board may independently issue bonds, and may use the proceeds of the bonds to carry out the purposes of the law under which the bonds are issued; and

WHEREAS, to that end, the Members established the MVTA Bond Board (the “Issuer”) (through a prior amendment to the Joint Powers Agreement), which consists of representatives appointed by each Member, each of whom is a member of the governing body of the appointing Member, all in accordance with subdivision 11 of the Joint Powers Act; and

WHEREAS, under Minnesota Statutes, Section 473.388, the Cities, and under Section 473.384, the Cities and Counties, either singly or in combination, are authorized to provide public transit service in the metropolitan area; and

WHEREAS, under Minnesota Statutes, Chapter 475, as amended (the “Act”), each Member that is a City is authorized to issue its bonds for the acquisition and betterment of any public convenience from which a revenue is or may be derived; and further, under subdivision 8 of the Joint Powers Act, any Member that is a County may perform on behalf of all Members that are Cities any function that the Cities are authorized to provide for themselves, and under subdivision 10 of the Joint Powers Act, each Member that is a City may perform on behalf of Members that are Counties any service or function that the Cities are authorized to provide for themselves; and

WHEREAS, the Authority currently owns and operates a bus garage located in the member City of Eagan (the “Existing Facility”) for buses used in the Authority’s transit service; and

WHEREAS, on August 6, 2013, the Issuer issued its Gross Revenue Bonds, Series 2013 (Minnesota Valley Transit Authority Project) (the “Prior Bonds”), in the original aggregate principal amount of \$5,900,000, to finance an expansion to the Existing Facility (the “Project”), in accordance with the Joint Powers Agreement (as then in effect), the Joint Powers Act, the Act, and an Indenture of Trust, dated as of August 1, 2013 (the “Prior Indenture”), between the Issuer and U.S. Bank National Association, a national banking association (the “Prior Trustee”); and

WHEREAS, the Prior Bonds are subject to optional redemption on or after June 1, 2020, at a price of par plus accrued interest to the redemption date, and are secured by and payable from the gross revenues of the Authority, as described in the Prior Indenture; and

WHEREAS, to achieve debt service savings, the Issuer has determined that is in the best interest of the Authority and the Members to redeem and prepay the outstanding Prior Bonds and refinance the Project through the issuance by the Issuer of its Gross Revenue Refunding Bond, Series 2021 (the “Bond”), in the estimated principal amount of \$2,420,000, which will be secured by gross revenues of the Authority, in accordance with the Joint Powers Agreement, the Joint Powers Act, and the Act; and

WHEREAS, Truist Bank, a North Carolina banking corporation (the “Purchaser”), has proposed to provide a loan to the Issuer which is evidenced by the purchase of the Bond; and

WHEREAS, the Issuer is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bond, it being determined that the Issuer has retained Baker Tilly Municipal Advisors, LLC (the “Municipal Advisor”), as an independent municipal advisor in connection with such sale; the actions of the Authority and Issuer staff and the Municipal Advisor in negotiating the sale of the Bond are ratified and confirmed in all aspects; and

WHEREAS, Robert W. Baird & Co. Incorporated is acting as placement agent in connection with the placement of the Bond with the Purchaser; and

WHEREAS, on the date hereof, the board of commissioners of the Authority has approved or will approve a resolution (the “Authority Resolution”) pledging the Gross Revenues (hereinafter defined) of the Authority to the payment of the Bond and approving the issuance of the Bond by the Issuer;

NOW, THEREFORE, BE IT RESOLVED by the MVTA Bond Board as follows:

SECTION I

Section 1.01 Interest Rate of the Bond. The offer of the Purchaser to purchase the Bond is determined to be a reasonable offer and is accepted, the offering being to purchase the Bond at a price of par, without accrued interest, for the Bond bearing interest at the rate of 1.520% per annum. The interest on the Bond shall be calculated on the basis of a thirty (30) day month and a three hundred sixty (360) day year, payable on each Payment Date (hereinafter defined).

Section 1.02 Terms and Principal Amount of the Bond. The Issuer will forthwith issue and sell the Bond pursuant to this resolution, the Joint Powers Agreement, the Joint Powers Act, and the Act, specifically Section 475.67, subdivision 3, in the total principal amount of \$2,420,000, originally dated August 19, 2021, in the minimum denomination of \$1,000 each or any integral multiple thereof, numbered No. R-1, bearing interest as above set forth, and maturing on June 1, 2028.

Section 1.03 Optional Redemption. The Issuer may elect on any Payment Date to prepay the Bond. Redemption may be in whole but not in part, at the option of the Issuer and in such manner as the Issuer will determine. Prepayments will be at a price of par plus accrued interest to the Payment Date on which the Bond is redeemed.

Section 1.04 Mandatory Redemption. The Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on June 1 of the years and in the principal amounts set forth in the Bond. The principal amounts of the Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Bond credited against future mandatory sinking fund redemptions of the Bond in such order as the Issuer shall determine. While the Purchaser is the sole holder of the Bond, the Purchaser is not required to present the Bond to receive each mandatory sinking fund redemption payment or any accrued interest that is paid on any sinking fund redemption date.

Section 1.05 Registered Form. The Bond will be issued only in fully registered form in the name of the Purchaser. The interest thereon and the principal amount thereof is payable by ACH debit or wire issued by the Registrar described herein. On the maturity date of the Bond or the final payment of principal of the Bond, whichever is earlier, the principal of the Bond shall not require the presentment of the Bond in order to be paid.

Section 1.06 Date of Bond; Payment Dates. The Bond will be dated the date of original issue. The interest on the Bond is payable semiannually on June 1 and December 1 (each a "Payment Date"), commencing June 1, 2022, to the Purchaser. Principal of the Bond shall be paid on each June 1 Payment Date, commencing on June 1, 2022, as set forth in the Bond.

Section 1.07 Registration. The Issuer appoints the Director of Finance of the Authority as bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The Issuer reserves the right to remove or replace the Registrar upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and the Bond in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. The effect of registration and the rights and duties of the Authority and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep a bond register in which the Registrar provides for the registration of ownership of the Bond.

(b) Transfer of Bond. Upon surrender for transfer of the Bond duly endorsed by the Purchaser thereof or accompanied by a written instrument of transfer, in form

satisfactory to the Registrar, duly executed by the Purchaser thereof or by an attorney duly authorized by the Purchaser in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of a like aggregate principal amount and maturity, as requested by the transferor.

(c) Exchange of Bond. If the Bond is surrendered by the Purchaser for exchange the Registrar will authenticate and deliver a new Bond of a like aggregate principal amount and maturity as requested by the Purchaser or the Purchaser's attorney in writing.

(d) Cancellation. The Bond surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the Issuer.

(e) Improper or Unauthorized Transfer. If the Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Person Deemed Owner. The Issuer and the Registrar may treat the person in whose name the Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to the Purchaser or upon the Purchaser's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bond. If the Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for the Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of the Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the Issuer and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the Issuer. If the mutilated, destroyed, stolen or lost

Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event the of the Bond is called for redemption, notice thereof identifying the Bond to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not more than sixty (60) days and not fewer than thirty (30) days prior to the redemption date to the Purchaser at the address shown on the registration books kept by the Registrar. The Bond so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

Section 1.08 Execution of the Bond. The Bond will be printed or typewritten in substantially the form as attached hereto as EXHIBIT A. The Bond will be prepared under the direction of the Director of Finance of the Authority and executed on behalf of the Issuer by the signatures of the Chair and the Chief Executive Officer. If an officer whose signature appears on the Bond ceases to be such officer before the delivery of the Bond, that signature will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. When the Bond has been so prepared and executed, the Director of Finance will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, if any, and the Purchaser is not obligated to see to the application of the purchase price.

SECTION II

Section 2.01 Pledge of Gross Revenues. Pursuant to the Authority Resolution, the Authority expressly pledges all gross revenues of the Authority to the payment of principal of and interest on the Bond, in accordance with the terms of the Bond. For purposes hereof, "Gross Revenues" include (i) all revenues, income, rents and receipts derived by the Authority from or attributable to the ownership and operation of the public transit system operated by Authority (the "System"), including fares, federal state and local grants and motor vehicle sales tax revenues; and (ii) the proceeds of any insurance covering business interruption loss relating to the System. "Gross Revenues" do not include deposits subject to refund until such deposits have become the property of the Authority, or any gifts, grants, donations or other moneys received by the Authority from any state or federal Authority or other person if such gifts, grants, donations or other moneys are the subject of any limitation or reservation (a) imposed by the donor or grantor; or (b) imposed by law or administrative regulation to which the donor or grantor is subject, limiting the application of such funds in a manner inconsistent with the application of Gross Revenues under this resolution or the Authority Resolution. Any such grants, donations or other moneys shall be held and applied in the manner required by such limitation or reservation.

Section 2.02 Wire Transfer Agreement. The Purchaser requires the Issuer and the Authority to execute a Wire Transfer Agreement (the "Wire Transfer Agreement") between the Authority, the Issuer, and the Purchaser for payments related to the Bond. The Chief Executive Officer of the Authority is authorized to review, approve, and execute the Wire Transfer Agreement.

Section 2.03 Issuer Documents. For the purposes of this resolution, the documents described herein, including but not limited to the Bond and the Wire Transfer Agreement, and all other certificates, certified proceedings, instruments, agreements, and other items necessary or desirable to effectuate the purposes of this resolution are included in the term “Issuer Documents.”

Section 2.04 Findings. It is hereby found, determined and declared that:

(a) the Act, the Joint Powers Act, and this resolution authorize (i) the issuance and sale of the Bond; (ii) the execution and delivery by the Issuer of the Issuer Documents; (iii) the performance of all covenants and agreements of the Issuer contained in the foregoing documents; and (iv) all other acts and things required under the Constitution and laws of the State of Minnesota to make the Issuer Documents and the Bond valid and binding special, limited obligations of the Issuer in accordance with their terms;

(b) in accordance with Joint Powers Act and the Joint Powers Agreement, the governing bodies of each Member has by resolution expressly authorized issuance of the Bond provided, however, that because Dakota County has submitted its notice of withdrawal from the Authority, Dakota County will not be required to approve the issuance of the Bond;

(c) it is desirable and in the best interests of the Issuer and the Authority that the Issuer issue the Bond pursuant to the Act and the Joint Powers Act upon the terms set forth herein;

(d) the Joint Powers Agreement is in full force and effect and, other than Dakota County, no member of the Authority has given notice under the Joint Powers Agreement that it intends to withdraw from the Authority; and

(e) under the provisions of the Act, the Bond shall not be payable from or chargeable against any funds other than the Gross Revenues and other monies held in certain funds and accounts created hereunder and pledged to the payment thereof (the “Pledged Funds”); neither the Authority nor any Member are subject to any liability thereon other than from such Pledged Funds; no holder of the Bond shall ever have the right to compel any exercise by the Issuer, the Authority, or any Member of their taxing powers (if any) to pay any of the Bond or the interest or premium thereon, or to enforce payment thereof against any property of the Issuer, the Authority or any Member other than the Pledged Funds; the Bond shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer, the Authority, or any Member other than the Pledged Funds described herein; and the Bond shall not constitute a debt of the Issuer, the Authority, or any Member within the meaning of any constitutional or statutory limitation of indebtedness.

SECTION III

Section 3.01 Payment; Security; Funds; Pledges and Covenants. The Issuer covenants that it will create the following funds and accounts with respect to the Bond to provide for the prompt payment of the Bond. The Issuer shall create and maintain the Gross Revenue Refunding Bond, Series 2021 Bond Fund and shall create and maintain therein a “Revenue Account,” a “Debt Service Account” (and within such account the “Refunding Subaccount” and the “Series 2021 Debt Service Subaccount”), and a “Debt Service Reserve Account,” as described further herein.

Section 3.02 Revenue Account. For the convenient and proper administration of the Gross Revenues, and to make adequate and specific security to the Purchaser, the Issuer agrees to establish and maintain the Revenue Account on its books and records so long as any of the Bond is outstanding. The Issuer shall credit to the Revenue Account, promptly upon receipt, all Gross Revenues. Amounts on deposit in the Revenue Account shall be disbursed as necessary by the Issuer to the Debt Service Account as set forth in Section 3.03 hereof. The Issuer shall maintain the funds and accounts listed below with financial institutions that are insured against loss.

Section 3.03 Debt Service Account. For the convenience and proper administration of the money to be borrowed and repaid on the Bond, and to provide adequate and specific security for the Purchaser, the Debt Service Account shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. The Debt Service Account will be maintained in the manner herein specified until all of the Bond and the interest accrued thereon have been fully paid.

(a) Refunding Subaccount. All proceeds of the Bond, less the appropriations made in clause (b) below and Section 3.04 hereof and the amounts necessary to pay the costs of issuing the Bond, together with amounts transferred from the Reserve Fund established under the Prior Indenture, will be deposited in the Refunding Subaccount to be used solely to redeem and prepay the Prior Bonds on September 24, 2021 (the “Redemption Date”). Any balance remaining in the Refunding Subaccount after the redemption of the Prior Bonds shall be deposited in the Series 2021 Debt Service Subaccount.

(b) Series 2021 Debt Service Subaccount. To the Series 2021 Debt Service Subaccount there is hereby pledged and irrevocably appropriated and there will be credited from the Revenue Account the following: (i) on or before the twenty-fifth day of each month, commencing December 25, 2021, Gross Revenues in an amount equal to one-sixth of the amount interest due on the next Payment Date, together with Gross Revenues in an amount equal to one-sixth of the principal (including mandatory sinking fund installments) due on June 1, 2022; and (ii) commencing on June 25, 2022, Gross Revenues in an amount equal to one-twelfth of the principal (including mandatory sinking fund installments) due on the next June 1 principal payment date. In addition, there is hereby pledged and irrevocably appropriated and there will be credited to the Series 2021 Debt Service Subaccount any and all other funds which are properly available and are appropriated by the Issuer thereto. In the event the funds on deposit in the Series 2021 Debt Service Subaccount at any time are insufficient to pay principal of or interest on the Bond when due, the Issuer may transfer

sufficient money to the Series 2021 Debt Service Subaccount from the Debt Service Reserve Account.

Section 3.04 Debt Service Reserve Account. To provide adequate and specific security for the Purchaser, the Debt Service Reserve Account shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the Issuer. Upon delivery of the Bond, the Issuer shall credit to the Debt Service Reserve Account from available Issuer or Authority funds, proceeds of the Bond, and/or transfers from the Reserve Fund established pursuant to the Prior Indenture the amount of \$184,407.06, which is equal to fifty percent (50%) of the maximum annual debt service of the Bond (the "Reserve Requirement"). Money held in the Debt Service Reserve Account shall be used only to pay principal of and interest on the Bond when money in the Debt Service Account is insufficient therefor. If on any date on which principal or interest is due on the Bond the balance then on hand in the Debt Service Account is not sufficient to pay such principal and interest in full, the Issuer shall immediately transfer from the Debt Service Reserve Account to the Debt Service Account an amount equal to such deficiency.

If the balance in the Debt Service Reserve Account is at any time less than the Reserve Requirement, as of the twenty-fifth day each month all Gross Revenues remaining after the required credits to the Debt Service Account shall be credited to the Debt Service Reserve Account until the balance therein equals the Reserve Requirement.

The Reserve Requirement, as of the date of issuance of the Bond, (i) is determined to be a reasonably required reserve for the Bond; and (ii) does not exceed the maximum payment of principal and interest to become due on the Bond.

Section 3.05 Waiver of Reserve Fund Requirement. The Purchaser shall waive the Reserve Requirement if the Issuer: (i) maintains the Reserve Fund at fifty percent (50%) of maximum annual debt service; and (ii) maintains a debt service coverage such that the Gross Revenues pledged to the payment of the debt service of the Bond averages not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest coming due thereafter (the "Debt Service Coverage Requirement") for at least two (2) consecutive fiscal years. If the Issuer meets this test, the Issuer shall certify in writing to the Purchaser (in substantially the form set forth in EXHIBIT B attached hereto) that the Issuer has met the requirements for the release of the Reserve Requirement and the closing of the Debt Service Reserve Account. Upon receipt of such certification from the Issuer, the Purchaser shall confirm receipt of such certification and the Issuer shall close the Debt Service Reserve Account.

Section 3.06 Prior Funds. On the date of issuance of the Bond, amounts on deposit in the Reserve Fund established under the Prior Indenture shall be transferred to the Issuer for deposit to the Refunding Subaccount of the Debt Service Account and/or to the Debt Service Reserve Account and may be used to redeem and prepay the Prior Bonds or fund all or a portion of the Reserve Requirement. Following such transfer, the Reserve Fund and all other funds established under the Prior Indenture shall be closed.

Section 3.07 Investments and Deposits. Moneys on deposit in the accounts established hereunder may be invested in any securities described in Minnesota Statutes, Chapter 118A, as amended. The investments may be liquidated at any time and the proceeds thereof applied for the purpose or purposes for which the respective account was created. Deposits in any of the accounts must be kept separate and apart from all other Issuer or Authority funds and accounts and must be deposited in any bank or banks selected by the Authority, subject to provisions of applicable Minnesota law.

Section 3.08 Special Covenants. The Issuer hereby covenants as follows, so long as the Bond is outstanding:

(a) The Issuer covenants that it will faithfully perform at all times any and all of its covenants, undertakings, stipulations and provisions contained in this resolution, in the Bond executed, authenticated and delivered in accordance with this resolution, and in all proceedings of its governing body pertaining thereto; that it is duly authorized under the Constitution and laws of the State of Minnesota, including particularly, but without limitation, the Act and the Joint Powers Act, to issue the Bond authorized hereby on behalf of the Members, to execute the Issuer Documents, and to pledge the Gross Revenues in the manner and to the extent herein set forth to the payment of principal of and interest on the Bond; that all action on its part for the issuance of the Bond has been duly and effectively taken; and that the Bond in the hands of the Purchaser is and will continue to be a valid and enforceable special, limited obligation of the Issuer according to the terms thereof.

(b) The Issuer hereby represents that it intends for the Authority to own the Project and the System for the entire term of the Bond pursuant to the Joint Powers Agreement.

(c) The Issuer and the Authority shall each keep proper books or records and accounts, in which full, true and correct entries will be made of all their financial dealings or transactions in relation to the funds and accounts created hereunder, all Gross Revenues and other revenues received or disbursed, and the Bond. At reasonable times and under reasonable regulations established by the Issuer, such books shall be open to the inspection of the Purchaser and such accountants or other agencies as the Issuer may from time to time designate.

(d) The Issuer will not, except as may be required by applicable law or judicial determination, terminate its existence as a joint powers board under the Joint Powers Act, or voluntarily terminate, surrender or otherwise delegate any of its authority if such termination, surrender or delegation would have a material adverse impact on the Purchaser, nor will the Issuer, except as may be required by applicable law or judicial determination, take or permit to be taken any action to terminate the existence of the Authority as a joint powers entity under the Joint Powers Act, or voluntarily permit the termination, surrender or other delegation of any of the Authority's authority if such termination, surrender or delegation would have a material adverse impact on the Purchaser.

(e) The Issuer and Authority shall ensure that the Authority not sell, transfer, assign, pledge or otherwise dispose of or encumber all or any part of its interest in the Project or the System, nor assign, pledge or hypothecate any Gross Revenues pledged hereunder, except on a subordinate basis thereto.

(f) The Issuer covenants to deposit in the Revenue Account all Gross Revenues pledged by the Authority Resolution.

(g) The Issuer shall annually provide the Purchaser with calculations suitable to the Purchaser demonstrating debt service coverage within two hundred seventy (270) days of the end of the Authority's fiscal year as part of the financial reporting requirements set forth in Section 3.09 hereof.

(h) The Issuer may issue additional bonds secured by Gross Revenues on a parity basis with the Bond upon prior written approval by the Purchaser.

(i) The Bond shall be fully funded on the date of issuance thereof, and a maximum of four funding disbursements in the form of wires or checks are permitted.

Section 3.09 Financial Reporting; No Requirement of Continuing Disclosure. The Bond is not subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (the "Rule") because the Bond is not being publicly offered in a securities offering that is subject to the provisions of the Rule. Consequently, the Issuer will not enter into any undertaking to provide continuing disclosure of any kind with respect to the Bond. However, the Issuer shall provide the Purchaser with the Authority's audited financial statements (including consolidating schedules of the Issuer, if applicable) within two hundred seventy (270) days of the end of each fiscal year so long as the Bond is outstanding. The audited financial statements to be provided by the Issuer to the Purchaser shall be in physical form or electronic form, but if such audited financial statements are provided in electronic form, they shall be provided as a word-searchable PDF.

SECTION IV

Section 4.01 Purpose of Refunding. On the Redemption Date, the Prior Bonds will be called for redemption in the principal amount of \$3,155,000, plus accrued interest to the Redemption Date. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bond is consistent with covenants made with the holders of the Prior Bonds and is necessary and desirable for the reduction of debt service costs to the Authority.

Section 4.02 Application of Proceeds of Bond. It is hereby found and determined that the proceeds of the Bond and other amounts deposited in the Redemption Account will be sufficient to prepay all of the principal of, interest on and redemption premium (if any) on the Prior Bonds on the Redemption Date.

Section 4.03 Redemption; Date of Redemption; Notice of Call for Redemption. The Prior Bonds maturing after the Redemption Date will be redeemed and prepaid on the Redemption Date. The Prior Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT C, which terms and conditions are hereby approved and incorporated herein by reference. The Prior Trustee is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Prior Bonds and the paying agent of the Prior Bonds at least thirty (30) days prior to the Redemption Date.

SECTION V

Section 5.01 Tax-Exempt Bond. The Issuer covenants and agrees with the Purchaser that it will not take or permit to be taken by any of its officers, employees or agents, or any of the officers, employees or agents of the Authority, any action which would cause the interest on the Bond to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents, and the officers, employees or agents of the Authority, to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bond.

Section 5.02 Rebate. The Issuer will comply, and will cause the Authority to comply, with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bond under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bond, and the rebate of excess investment earnings to the United States.

Section 5.03 Not Private Activity Bond. The Issuer further covenants not to use the proceeds of the Bond or to cause or permit the Bond to be used, in such a manner as to cause the Bond to be a “private activity bond” within the meaning of Sections 103 and 141 through 150 of the Code.

Section 5.04 Not Qualified Tax-Exempt Obligation. The Bond is not designated as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code.

Section 5.05 Procedural Requirements. The Issuer will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this Section and to cause the Authority to comply with said requirements.

SECTION VI

Section 6.01 Changes; Execution. Subject to the approval of Kennedy & Graven, Chartered, bond counsel (“Bond Counsel”), and appropriate Authority staff, and subject to the provisions of Section 6.04 hereof and the Authority Resolution, the Issuer Documents and

exhibits thereto are approved substantially in the forms submitted and on file in the offices of the Authority with such subsequent changes as may be approved by bond counsel and the Authority staff or as may be consistent with the determinations made herein. Except as otherwise specifically provided herein, the Issuer Documents and exhibits thereto, in substantially the forms submitted, are directed to be executed or consented to in the name of, and on behalf of, the Issuer by the Chair of the Issuer, the Chief Executive Officer of the Authority, and the Director of Finance of the Authority as applicable. Any other documents and certificates necessary to the transactions herein described shall be executed by the appropriate Issuer or Authority officers. Copies of all of the documents necessary to the transactions herein described shall be delivered, filed and recorded as provided herein and in related documents.

Section 6.02 Execution and Delivery of Bond. Subject to approval of the final forms of the Bond and the Issuer Documents by Bond Counsel and Authority staff, the Chair of the Issuer and the Chief Executive Officer of the Authority are authorized and directed to prepare and execute the Bond and to deliver the Bond to the Purchaser.

Section 6.03 Proceedings and Records. The Chair of the Issuer, Chief Executive Officer of the Authority, and the Director of Finance of the Authority and other officers of the Authority are authorized and directed to prepare and furnish to Bond Counsel, the Purchaser, and others, as appropriate, certified copies of all proceedings and records of the Issuer and Authority relating to the transactions contemplated by this resolution, and such other affidavits and certificates as may be required to show the facts relating to the legality of such transactions as such facts appear from the books and records in the officers' custody and control or as otherwise known to them or to effectuate the purposes hereof; and all such certified copies, certificates and affidavits, including any heretofore furnished, shall constitute representations of the Issuer and Authority, as the case may be, as to the truth of all statements contained therein.

Section 6.04 Changes; Related Documents. The approval hereby given to the various Issuer Documents includes approval of such additional details therein as may be necessary and appropriate, such modifications thereof, deletions therefrom and additions thereto prior to their execution as may be necessary and appropriate and approved by bond counsel, appropriate Authority staff and the officials authorized herein to execute them, and includes approval of such related instruments as may be required to be executed in connection with the various documents referred to above. Bond Counsel, Issuer and Authority officials, and Authority staff are hereby authorized to approve said changes and related instruments on behalf of the Issuer and Authority upon determination by them that such changes and related instruments are consistent with this resolution and necessary or desirable to effectuate the purposes hereof. The execution of any instrument by the appropriate officer or officers of the Issuer or Authority herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof. In the absence of the Chair of the Issuer or Authority, or the Chief Executive Officer or the Director of Finance of the Authority, any of the documents authorized by this resolution or the Authority Resolution to be executed by them may be executed by any person designated as such officer in an "acting" capacity. Certificates, directions and instructions may be executed by the Chief Executive Officer on behalf of the Issuer and Authority, and no other officer's execution thereof shall be required.

Section 6.05 Future Amendments. The authority to approve, execute and deliver future amendments to the Issuer Documents entered into by the Issuer and Authority in connection with the transactions contemplated hereby is hereby delegated to the Chief Executive Officer and the Director of Finance, subject to the following conditions: (i) such amendments do not require the consent of the Purchaser; (ii) such amendments do not materially adversely affect the interests of the Issuer as the issuer of the Bond; (iii) such amendments do not contravene or violate any policy of the Issuer or Authority; (iv) such amendments are acceptable in form and substance to Bond Counsel; (v) the Issuer has received, if necessary, an opinion of Bond Counsel to the effect that the amendments will not adversely affect the tax-exempt character of interest on the Bond; and (vi) such amendments do not materially prejudice the interests of the Purchaser. The authorization hereby given shall be further construed as authorization for the execution and delivery of such certificates and related items as may be required to demonstrate compliance with the agreements being amended and the terms of this resolution. The execution of any instrument by the Chief Executive Officer and the Director of Finance shall be conclusive evidence of the approval of such instruments in accordance with the terms hereof. In the absence of the Chief Executive Officer or the Director of Finance, any instrument authorized by this paragraph to be executed and delivered may be executed by the officer of the Issuer or Authority authorized to act in their place and stead.

Section 6.06 Electronic Signatures. The electronic signature of the Chair of the Issuer, the Chief Executive Officer of the Issuer, and/or the Director of Finance of the Authority to this resolution, to the Issuer Documents, and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the Issuer and the Authority, as applicable, thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6.07 No Official Statement or Prospectus. It is determined that no official statement or prospectus has been prepared or circulated by the Issuer or the Authority in connection with the sale of the Bond and that the Purchaser has made its own investigations concerning the Issuer, the Authority, and the Bond as set forth in an investment letter to be delivered by the Purchaser as of the issuance and delivery of the Bond.

SECTION VII

Section 7.01 Effective Date. This resolution is effective upon approval by this Board, upon approval by the Authority of the Authority Resolution, and upon the approval by the Members of the issuance of the Bond; provided, however, that because Dakota County has submitted its notice of withdrawal from the Authority, Dakota County will not be required to approve the issuance of the Bond.

Adopted by the MVTA Bond Board on July 28, 2021.

EXHIBIT A
FORM OF BOND

No. R-1

\$2,420,000

UNITED STATES OF AMERICA
STATE OF MINNESOTA
MVTA BOND BOARD

GROSS REVENUE REFUNDING BOND
SERIES 2021

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>
1.520%	June 1, 2028	August 19, 2021

Purchaser: TRUIST BANK

Principal Amount: TWO MILLION FOUR HUNDRED TWENTY THOUSAND DOLLARS

FOR VALUE RECEIVED, the MVTA BOND BOARD, a joint powers board organized and existing under laws of the State of Minnesota (the “Issuer”), acknowledges itself to be specially indebted and for value received hereby promises to pay to the Purchaser above or its registered assigns, the principal amount on the maturity date specified above with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a thirty (30) day month and a three hundred sixty (360) day year), payable June 1 and December 1 in each year (each a “Payment Date”), commencing June 1, 2022, until said principal amount is paid. Principal and the redemption price are payable in lawful money of the United States of America at the office of the Chief Executive Officer of the Authority, or of its successor, as Bond Registrar and Paying Agent. Interest hereon and principal of this Bond are payable in lawful money by ACH debit or wire by the Bond Registrar to the Purchaser at the Purchaser’s address or account set forth on the registration records maintained by the Bond Registrar. The Purchaser shall not have to present this Bond in order to receive any payment hereunder (including any mandatory sinking fund redemption payment). Any such interest not punctually paid or provided for will cease to be payable on such dates and such defaulted interest may be paid to the Purchaser at the close of business on a date for the payment of such defaulted interest established by the Bond Registrar.

The Issuer may elect on any Payment Date to prepay this Bond. Redemption may be in whole but not in part, at the option of the Issuer and in such manner as the Issuer will determine. Prepayments will be at a price of par plus accrued interest to the Payment Date on which this Bond is redeemed.

This Bond is subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on June 1 of the years and in the principal amounts set forth in the table

below. The principal amounts of this Bond subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of this Bond credited against future mandatory sinking fund redemptions of this Bond in such order as the Issuer shall determine. While the Purchaser is the sole holder of this Bond, the Purchaser is not required to present this Bond to receive each mandatory sinking fund redemption payment or any accrued interest that is paid on any sinking fund redemption date.

<u>Sinking Fund Installment</u> <u>Date</u>	<u>Principal Amount</u>
2022	\$340,000
2023	335,000
2024	340,000
2025	345,000
2026	350,000
2027	350,000
2028*	360,000

* *Maturity*

Other than the mandatory sinking fund redemptions (for which notice to the Purchaser is not required), notice of any such redemption shall be given to the Purchaser by first class mail, addressed to the Purchaser, not later than thirty (30) days prior to the date fixed for redemption. Prior to the date fixed for redemption, funds shall be deposited with the Bond Registrar sufficient to pay this Bond called and accrued interest thereon, plus any premium required. Upon the happening of the above conditions, this Bond thus called shall not bear interest on or after the call date and, except for the purpose of payment from the funds so deposited, shall no longer be protected by the Resolution (hereinafter defined).

This Bond is issued pursuant to a resolution adopted by the governing body of the Issuer on July 28, 2021 (the “Resolution”), for the purpose of providing money to refund certain special, limited obligations of the Issuer, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, particularly Section 475.67, subdivision 3, and Minnesota Statutes, Section 471.59, all as amended. This Bond is not a general or moral obligation of the Issuer, the Minnesota Valley Transit Authority (the “Authority”), any Member (as defined in the Resolution) of the Issuer, or the State of Minnesota (the “State”) or any political subdivision thereof, and the general credit and taxing powers of the Issuer, the Authority, any Member of the Issuer, or the State or any political subdivision thereof are not pledged to the payment of principal of, premium, if any, or interest on this Bond. The principal of, premium, if any, and interest on this Bond are payable solely from the Gross Revenues of the System (as such terms are defined in the Resolution). Neither the State nor any of political subdivision thereof (other than the Issuer) nor any public utility or city which is a member of the Issuer shall in any event be liable for the payment of the principal of, premium, if any, or interest on this Bond or for the performance of any pledge, obligation or agreement of any kind whatsoever that may be undertaken by the Issuer. Reference to the Resolution is hereby made for a description of the nature and extent of the security for this Bond, the rights, duties and obligations of the Issuer

and the Authority with respect to this Bond, and the rights of the registered owners of this Bond. Reference is hereby made to the Resolution for a complete statement of the pledge of revenues and covenants of the Issuer and the Authority, the nature of the security thereby created, the rights and limitation of the rights of the Issuer and the Authority and the Purchaser with respect thereto, and the conditions under which additional bonds may be issued on a parity with this Bond. This Bond is issued only as a fully registered Bond in minimum denominations of \$1,000 or any integral multiple thereof of single maturities.

This Bond is not a “qualified tax-exempt obligation” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED That all acts, conditions and things required by the Constitution and laws of the State, and the Resolution to happen, to be done and to be performed precedent to and in the issuance of this bond have happened, have been done and have been performed in due form, time and manner as prescribed by law; and that this Bond together with all other indebtedness of the Issuer or the Authority outstanding on the date hereof and on the date of its actual issuance and delivery does not exceed any constitutional or statutory limitation thereon.

This Bond is transferable, as provided in the Resolution, only upon the registration records maintained by the Bond Registrar by the Purchaser in person or by the Purchaser’s duly authorized attorney, upon surrender of this Bond for transfer at the office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar duly executed by, the Purchaser or the Purchaser’s duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a new Bond of the same maturity, aggregate principal amount and interest rate will be issued to the designated transferee or transferees.

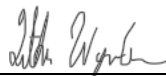
In the event of any default hereunder, under the Resolution, the holder of this Bond has the right to compel by appropriate proceedings the performance of the terms hereof and of the Resolution, whether or not a default exists with respect to payment of the principal of or interest on such Bond.

IN WITNESS WHEREOF, the governing body of the MVTA Bond Board has caused this Bond to be executed on its behalf by the manual signatures of the Chair and the Chief Executive Officer and has caused this Bond to be dated as of the Date of Original Issue above.

MVTA BOND BOARD



Chair



Chief Executive Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

(Cust) Custodian (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to
Minors Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in
common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, 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:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this
Bond is held by joint account.)

Please insert social security or other
identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Owner</u>	<u>Signature of Chief Executive Officer</u>
_____	Truist Bank Federal ID # _____	_____

EXHIBIT B

FORM OF RESERVE REQUIREMENT CERTIFICATION

\$2,420,000
Gross Revenue Refunding Bond
Series 2021

RESERVE REQUIREMENT CERTIFICATE

We, the undersigned, hereby certify that we are, respectively, the duly qualified Chair and Chief Executive Officer of the Bond Board of the Minnesota Valley Transit Authority (the “Issuer”), and that:

1. On July 28, 2021, the Issuer adopted a resolution (the “Bond Board Resolution”) approving the sale of its Gross Revenue Refunding Bond, Series 2021 (the “Bond”), in the amount of \$2,420,000. The Bond Board Resolution accepted the proposal of Truist Bank, a North Carolina banking corporation (the “Purchaser”), to purchase the Bond.

2. Section 3.05 of the Bond Board Resolution provides that the Purchaser will waive the Reserve Requirement (as defined in Section 3.04 of the Bond Board Resolution) if the Issuer (i) maintains the Debt Service Reserve Account (the “Reserve Fund”) at fifty percent (50%) of maximum annual debt service; and (ii) maintains a debt service coverage such that the Gross Revenues pledged to the payment of the debt service of the Bond averages not less than one hundred twenty-five percent (125%) of the maximum annual principal and interest coming due thereafter (the “Debt Service Coverage Requirement”) for at least two (2) consecutive fiscal years.

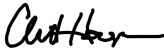
3. The Issuer hereby certifies that it has (i) maintained the Reserve Fund at fifty percent (50%) of maximum annual debt service of the Bonds; and (ii) maintained a debt service coverage such that the Gross Revenues pledged to the payment of the debt service of the Bond averages not less than the Debt Service Coverage Requirement for at least two (2) consecutive fiscal years ending on _____.

4. The Issuer requests that the Purchaser acknowledge receipt of this certificate and confirm the Purchaser’s waiver of the Reserve Requirement by executing this Certificate.

IN WITNESS WHEREOF, the undersigned officers have executed this Reserve Requirement Certificate of the Bond Board.

Dated _____

MVTA BOND BOARD

By 
Its Chair

By 
Its Chief Executive Officer

Truist Bank confirms receipt of the Reserve Requirement Certificate of the Issuer and confirms its waiver of the Reserve Requirement set forth in Section 3.04 of the Bond Board Resolution.

TRUIST BANK

By _____
Its _____

EXHIBIT C

NOTICE OF CALL FOR REDEMPTION

\$5,900,000
MVTA BOND BOARD
GROSS REVENUE BONDS
SERIES 2013
(MINNESOTA VALLEY TRANSIT AUTHORITY PROJECT)

NOTICE IS HEREBY GIVEN that, by order of the governing body of the MVTA Bond Board (the “Issuer”), there have been called for redemption and prepayment on

September 24, 2021

all outstanding bonds of the Issuer designated as the Gross Revenue Bonds, Series 2013 (Minnesota Valley Transit Authority Project), dated August 6, 2013, having stated maturity dates of June 1 in the years 2022 through 2028, both inclusive, totaling \$3,155,000 in principal amount, and with the following CUSIP numbers:

Year of Maturity	Amount	CUSIP Number
2022	\$400,000	60415C AJ5
2023	415,000	60415C AK2
2024	430,000	60415C AL0
2025	450,000	60415C AM8
2026	465,000	60415C AN6
2027	485,000	60415C AP1
2028	510,000	60415C AQ9

The bonds are being called at a price of par plus accrued interest to September 24, 2021, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, in the City of Saint Paul, Minnesota, at the following address, on or before September 24, 2021:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

Contact name and phone number for the Trustee: Jaymes Paulson, 651-466-6301

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the registrar is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any bonds subject to redemption and prepayment on the redemption date, unless the registrar is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9, will satisfy the requirements of this paragraph.

Dated: _____, 2021.

BY ORDER OF THE GOVERNING BODY
OF THE MVTA BOND BOARD

By: /s/ Luther Wynder
Chief Executive Officer
MVTA Bond Board