

**ANOKA COUNTY REGIONAL RAILROAD AUTHORITY BOARD
AGENDA**

FOR THE JANUARY 4, 2022, SPECIAL MEETING

10:00 A.M. or Immediately Following the
Anoka County Regional Railroad Statutory & Organizational Meeting,
Whichever is Later

County Board Room #705, Anoka County Government Center

1. Chair calls meeting to order.
2. Present:

District #1	Matt Look
District #2	Julie Braastad
District #3	Robyn West
District #4	Mandy Meisner
District #5	Mike Gamache
District #6	Jeff Reinert
District #7	Scott Schulte
- Others:
3. Consider approving the minutes from the Anoka County Regional Railroad Authority (ACRRA) Board meeting of December 3, 2021. **See attached** minutes.
4. Chair's Remarks.
5. Consider authorizing the chair to negotiate and execute the updated Second Amended and Restated Contribution Agreement (ACRRA Contract #C0004272B,) between Anoka County Regional Rail Authority (ACRRA) and Sherburne County Regional Rail Authority (SCRRA.) **See attached** action item worksheet.
6. Other

**ANOKA COUNTY REGIONAL RAILROAD AUTHORITY
MEETING MINUTES**

Government Center
Anoka, Minnesota

December 3, 2021

Chair Look called the meeting to order at 10:00 a.m.

Present: District #1 Matt Look
 District #2 Julie Braastad
 District #5 Mike Gamache
 District #6 Jeff Reinert
 District #7 Scott Schulte

Absent: District #3 Robyn West
 District #4 Mandy Meisner

Others Present: Dee Guthman, ACRRRA Executive Director; Rhonda Sivarajah, County Administrator; Kathryn Timm, Assistant County Attorney; Karen Skepper, ACRRRA Assistant Executive Director; Cory Kampf, Finance Division Manager; Tammy Omdal and Jessica Green, Northland Securities; Brenda Vetter, Principal Administrative Secretary; Linda Hedstrom, Community Development Program Assistant; staff

Commissioner Schulte made motion approving the minutes from the November 9, 2021, Anoka County Regional Railroad Authority Board meeting. Commissioner Gamache seconded the motion. Motion carried.

Commissioner Schulte offered the following resolution, and moved its adoption:

ACRRRA RESOLUTION #2021-05

RESOLUTION AWARDING THE SALE OF TAXABLE GENERAL OBLIGATION LIMITED TAX CROSSOVER REFUNDING BONDS, SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$[par]; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; PROVIDING FOR THE ESCROWING OF THE PROCEEDS THEREOF; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY

BE IT RESOLVED By the Board of Commissioners (the “Board”) of the Anoka County Regional Railroad Authority, Minnesota (“ACRRA” or the “Authority”), as follows:

Section 1. Sale of Bonds.

1.01. Authorization for Sale of Bonds. Pursuant to a resolution adopted by the Board of the Authority on November 9, 2021 and the provisions of Minnesota Statutes, Chapter 398A, as amended, including in particular Section 398A.07, and Minnesota Statutes, Chapter 475, as amended, including in particular, Section 475.67, subdivisions 3 and 13 (collectively, the “Act”), the Authority authorized the issuance and sale of its Taxable General Obligation Limited Tax Crossover Refunding Bonds, Series 2022A (the “Bonds”) to provide for a crossover refunding of the General Obligation Limited Tax Refunding Bonds, Series 2015A (the “Prior Bonds” or “Refunded Bonds”), issued by ACRRA on June 16, 2015, in the original aggregate principal amount of \$27,155,000. The Prior Bonds maturing on February 1, 2025, and thereafter, are subject to optional redemption on February 1, 2024, and on any date thereafter. Proceeds of the Bonds will be applied, together with additional ACRRA funds, to the redemption and prepayment of the outstanding Prior Bonds, in the aggregate principal amount of \$14,355,000 (representing the February 1, 2025 through 2032 maturities) on February 1, 2024 (the “Redemption Date”).

1.02. Award to the Purchaser and Interest Rates. The proposal of the United Bankers’ Bank, Bloomington, Minnesota (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$4,323,644.20 (the par amount of the Bonds of \$4,215,000.00, plus original issue premium of \$126,557.95, less underwriter’s discount of \$17,913.75), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2025	2.00%	2027	2.00%
2026	2.00		

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid, if any, shall be credited to the Debt Service Fund hereinafter created or deposited in the Escrow Fund hereinafter created, as determined by the Division Manager of Finance and Central Services of ACRRA (the “Division Manager”) in consultation with Northland Securities, Inc. as independent municipal advisor (the “Municipal Advisor”). The Division Manager is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds. The Board Chair (the “Chair”) and the Executive Director of ACRRA (the “Executive Director”) are directed to execute a contract with the Purchaser on behalf of ACRRA.

1.04. Terms and Principal Amounts of Bonds. ACRRA will forthwith issue and sell the Bonds to the Purchaser pursuant to the Act, in the aggregate principal amount of \$4,215,000. The Bonds will be originally dated January 6, 2022, issued in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2025	\$1,375,000	2027	\$1,435,000
2026	1,405,000		

1.05. No Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of a Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2022, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. ACRRA will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of ACRRA and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, a new Bond of like principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

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

(e) Improper or Unauthorized Transfer. When a 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) Persons Deemed Owners. ACRRA 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 registered owner or upon the owner'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 of the Bond, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer.

(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 a 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 a 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 ACRRA 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 ACRRA. 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.

2.04. Appointment of Initial Registrar. The Board appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Chair and the Executive Director are authorized to execute and deliver, on behalf of ACRRA, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. ACRRA agrees to pay the reasonable and customary charges of the Registrar for the services performed. ACRRA reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the Board, the Division Manager or a designee must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Division Manager and executed on behalf of ACRRA by the signatures of the Chair and the Executive Director, provided that those signatures may be printed, engraved or lithographed

facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Executive Director will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as attached hereto as **EXHIBIT B**.

3.02. Approving Legal Opinion. The Division Manager is directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the Taxable General Obligation Limited Tax Crossover Refunding Bonds, Series 2022A Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the Division Manager as a bookkeeping account separate and apart from all other funds maintained in the official financial records of ACRRA. The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid. To the Debt Service Fund, there is hereby pledged and irrevocably appropriated and there will be credited: (i) any balance remitted to ACRRA upon the termination of the Escrow Agreement (as defined in Section 5.06 hereof); (ii) any balance remaining in the debt service fund created by the resolution authorizing the issuance and sale of the Prior Bonds (the "Prior Resolution"); (iii) any collections of all taxes hereafter levied for the payment of the Bonds and interest thereon; (iv) all investment earnings on funds in the Debt Service Fund; (v) a rounding amount of \$3,261.40; and (vi) all other moneys which are properly available and are appropriated by the Board to the Debt Service Fund.

4.02. Escrow Fund. Proceeds of the Bonds in the amount of \$4,320,382.80, plus a contribution from the Authority in the amount of \$10,061,955.00, will be deposited in a separate fund (the "Escrow Fund") maintained by U.S. Bank National Association, in Saint Paul, Minnesota, acting as escrow agent (the "Escrow Agent"). Such funds will be received by the Escrow Agent and applied to fund the Escrow Fund or to pay costs of issuing the Bonds. Proceeds of the Bonds not used to pay costs of issuance on the Bonds are hereby irrevocably pledged and appropriated to the Escrow Fund, together with investment earnings thereon. The Escrow Fund will be invested in securities maturing or callable at the option of the holder on such dates and bearing interest at such rates as will be required to provide sufficient funds,

together with any cash or other funds retained in the Escrow Fund, to (i) pay when due the interest to accrue on the Bonds to and including the Redemption Date; and (ii) pay on the Redemption Date the principal amount of the Refunded Bonds then outstanding. Other than moneys in the Escrow Fund used to pay costs of issuance of the Bonds, the Escrow Fund will be irrevocably appropriated to the payment of the interest on the Bonds until the proceeds of the Bonds therein are applied to prepayment of the principal of the Refunded Bonds on the Redemption Date. The moneys in the Escrow Fund will be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Fund may be remitted to ACRRA, all in accordance with the Escrow Agreement. Any moneys remitted to ACRRA upon termination of the Escrow Agreement will be deposited to the Debt Service Fund.

4.03. Prior Debt Service Fund. The debt service fund heretofore established for the Refunded Bonds pursuant to the Prior Resolution shall be terminated on the Redemption Date and all moneys therein are hereby transferred to the Debt Service Fund herein created.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and limited taxing powers of ACRRA will be and are hereby irrevocably pledged. If the balance in the Escrow Fund or Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of moneys in the general fund of ACRRA which are available for such purpose, and such general fund may be reimbursed with or without interest from the Escrow Fund or Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Levy. So long as any of the Bonds are outstanding, the ACRRA covenants with and for the benefit of each Bond holder that the ACRRA will levy and collect taxes of the nature authorized by Section 398A.04 of the Act ("Tax Revenues"), at the times and in the amounts necessary so that, subject to the limit in such Section, the Tax Revenues will be sufficient to make the required payments into the Debt Service Fund, and, together with other available funds, also sufficient to pay the operating costs of the ACRRA. At a minimum, ACRRA shall annually levy taxes in an amount equal to at least 105% of the principal and interest to become due on the Bonds in the following year.

4.06. Filing of Resolution. The Division Manager is authorized and directed to file a certified copy of this resolution with the Manager of the Division of Property Records and Taxation of the County and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded Bonds will be called for redemption on the Redemption Date in the aggregate principal amount of \$14,355,000. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds.

5.02. Findings. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds will result in a reduction of debt service cost to the Authority on the Refunded Bonds, such that the present value of the dollar amount of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least three percent (3%) than the present value of the dollar amount of debt service on the Refunded Bonds, exclusive of any premium, computed to their stated maturity dates (the "Reduction") determined

as of the Redemption Date. The Reduction, after the inclusion of all authorized expenses of refunding and earnings on the Escrow Fund in the computation of the effective interest rate on the Bonds, is adequate to authorize the issuance of the Bonds as provided by Minnesota Statutes, Section 475.67, Subdivisions 12 and 13.

5.03. Proceeds Pledged to the Escrow Fund. As of the date of delivery of and payment for the Bonds, proceeds of the Bonds in the amount of \$4,276,670.30 will be deposited in the Escrow Fund for the purpose of (i) paying interest on the Bonds to and including the Redemption Date; and (ii) redeeming on the Redemption Date the principal amount of the Refunded Bonds then outstanding. Proceeds of the Bonds in the amount of \$43,712.50 will also be deposited in the Escrow Fund to pay the costs of issuance of the Bonds.

5.04. Securities to Fund Escrow Fund. Securities purchased, if any, from the moneys in the Escrow Fund will be limited to securities specified in Section 475.67, subdivision 8 of the Act. The Municipal Advisor and/or the Escrow Agent, as agent for ACRRA, is hereby authorized and directed to purchase for and on behalf of ACRRA and in its name, appropriate securities to fund the Escrow Fund. Upon the issuance and delivery of the Bonds, the securities so purchased will be deposited with the Escrow Agent and held pursuant to the terms of the Escrow Agreement and this resolution.

5.05. Notice of Call for Redemption. The Refunded Bonds will be redeemed and prepaid on the Redemption Date 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 registrar for the Refunded Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Refunded Bonds.

5.06. Escrow Agreement. On or prior to the delivery of the Bonds, the Chair and the Executive Director are hereby authorized and directed to execute on behalf of ACRRA an escrow agreement (the "Escrow Agreement") with the Escrow Agent in substantially the form now on file with the Executive Director. All essential terms and conditions of the Escrow Agreement including payment by ACRRA of reasonable charges for the services of the Escrow Agent, are hereby approved and adopted and made a part of this resolution, and ACRRA covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

Section 6. Authentication of Transcript.

6.01. ACRRA Proceedings and Records. The officers of ACRRA are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of ACRRA relating to the Bonds and to the financial condition and affairs of ACRRA, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of ACRRA as to the facts stated therein.

6.02. Certification as to Official Statement. The Chair and the Executive Director are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge

and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Chair and the Executive Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of ACRRA or incumbency of its officers, at the closing the Chair and the Executive Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Executive Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature of the Chair and/or the Executive Director to this resolution, the Escrow Agreement, and any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind ACRRA 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.

6.05. Payment of Costs of Issuance. Costs of issuance of the Bonds will be paid by the Escrow Agent pursuant to the Escrow Agreement.

Section 7. Book-Entry System; Limited Obligation of ACRRA.

7.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this Section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, ACRRA, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. ACRRA, the Registrar and the Paying Agent may treat and consider the person in whose name the Bonds are registered in the registration books kept by the Registrar as the holder and absolute owner of the Bonds for the purpose of payment of principal, premium, if any, and interest with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on

the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge ACRRA's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of the Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the Executive Director of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of such a notice, the Executive Director will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. ACRRA has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by ACRRA with respect to the Bonds will agree to take all action necessary for all representations of ACRRA in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event ACRRA, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, ACRRA will notify DTC, whereupon DTC will notify the Participants of the availability through DTC of Bond certificates. In such event ACRRA will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to ACRRA and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, ACRRA will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as the Bonds are registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds will be made and given, respectively, in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Chair and the Executive Director and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. ACRRA Compliance with Provisions of Continuing Disclosure Certificate. ACRRA covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of ACRRA to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and

appropriate, including seeking mandate or specific performance by court order, to cause ACRRA to comply with its obligations under this Section.

Section 9. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of ACRRA for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. ACRRA may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 10. Additional Bonds.

10.01. The Bonds issued hereunder shall be a first charge and lien upon the Tax Revenues, prior to the payment of any other costs of the ACRRA. Additional Bonds may be issued on a parity of lien with the Bonds herein authorized if, at the time the Additional Bonds are issued, the Potential Tax Revenue, as most recently determined, is not less than 175% of the maximum annual principal and interest (after taking into account any mandatory redemption schedule) to become due with respect to (a) all Bonds then outstanding which are payable from the Debt Service Fund and (b) the proposed Additional Bonds, for the years to and including the last maturity of any of the then outstanding Bonds. The term "Potential Tax Revenue" means the tax revenue generated from ACRRA's levy of the tax authorized under Section 398A.04 of the Act at an annual rate not exceeding 0.04835 percent of the estimated market value of all taxable property situated within Anoka County, as adjusted from time to time. Except as otherwise provided in 10.02 with respect to refunding obligations, no additional obligations of the ACRRA payable from Tax Revenues shall hereafter be issued unless the same are expressly made a second and subordinate lien in the Tax Revenues.

10.02. Additional Bonds may be issued to refund outstanding Bonds without the necessity of complying with the test set forth in 10.01 above if the debt service on Bonds in each of the future years during the remaining term of the Bonds is less than the debt service would have been payable during said years had the refunding bonds not been issued. In making the calculations referred to in the foregoing sentence, (i) debt service on Bonds defeased by the issuance of the refunding bonds shall be disregarded and (ii) debt service on crossover refunding bonds shall be disregarded prior to the crossover date to the extent said debt service is to be paid from the crossover escrow account and debt service prior to the crossover date shall be calculated on the assumption the escrow will crossover and retire the refunded bonds.

(Exhibits A-C are on file in County Administration.)

Upon roll call vote, motion carried. Resolution declared adopted.

* * * * *

Commissioner Schulte made motion to execute the Second Amended and Restated Contribution Agreement (ACRRA Contract #C0004272B,) between Anoka County Regional Rail Authority (ACRRA) and Sherburne County Regional Rail Authority (SCRRA.). (Contract is on file in the

Finance and Central Services department.) Commissioner Braastad seconded the motion. Upon roll call vote, motion carried.

* * * * *

Commissioner Schulte offered the following resolution, and moved its adoption:

ACRRA RESOLUTION #2021-06

**ADOPTION OF FINAL TAX LEVY AND FINAL OPERATING BUDGET
FOR PROGRAM YEAR 2022**

WHEREAS, in 1988, the Anoka County Regional Railroad Authority (ACRRA) completed the procedure set forth in Minnesota Statutes Section 398A.04, subd. 8, to implement its power to levy a tax on all taxable property in Anoka County; and,

WHEREAS, the 2022 budget, as recommended, provides the basis of the proposed property tax levy; and,

WHEREAS, the ACRRA adopted a proposed 2022 tax levy on September 14, 2021:

NOW, THEREFORE, BE IT RESOLVED that the ACRRA hereby adopts a final 2022 tax levy in the amount of \$1,784,326 to be certified in accordance with Minnesota Statutes Section 398A.04, subd. 8, and Minnesota Statutes Section 275.07.

BE IT FURTHER RESOLVED by the ACRRA that it approves the final 2022 operating budget, in the amount of \$6,586,651 as shown in Exhibit A.

(Exhibit A is on file in County Administration.)

Upon roll call vote, motion carried. Resolution declared adopted.

* * * * *

The Anoka County Regional Railroad Authority board meeting was adjourned at 10:18 a.m.

ATTEST:

**ANOKA COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Mandy Meisner, Secretary

By: _____
Matt Look, its Chair

Motion carried means all commissioners in attendance voted affirmatively unless otherwise noted.



ANOKA COUNTY REGIONAL RAIL AUTHORITY

ACTION ITEM

January 4, 2022

ACTION REQUESTED	Consider Adopting the Updated Second Amended and Restated Contribution Agreement ACRRRA Contract #C0004272B, between Anoka County Regional Rail Authority (ACRRA) and Sherburne County Regional Rail Authority (SCRRA).
BACKGROUND	We have an agreement with Sherburne County to pay us 19.08% of the principal and interest payments related to the bonds. Sherburne County is still be liable for their portion of the restructured debt and we are recommending the adoption of the Second Amended and Restated Agreement. Total payments from Sherburne County RRA are \$3,888,093.
SOLUTIONS	<p>The agreement provides Sherburne County with three payment options:</p> <ol style="list-style-type: none">1. Full payment all at once for their outstanding amount by January 27, 2022.2. Scheduled annual payments for 2022 – 2027, with the 2028-2032 payments due on February 1, 2028.3. Scheduled annual payments per schedule for 2022 – 2032. <p>Sherburne County approved the agreement with Option 1 at their December 21st Meeting with additional language added in paragraph 4 of the Agreement. The language has been accepted by our Bond Attorney and County Attorney. The Agreement will be effective as of December 1, 2021 related to the refunding of the 2015 Bonds. The ACRRA is being asked to approve and updated Amended and Restated Contribution Agreement.</p>
RECOMMENDATIONS	Consider Adopting the Updated Second Amended and Restated Contribution Agreement ACRRRA Contract #C0004272B, between Anoka County Regional Rail Authority (ACRRA) and Sherburne County Regional Rail Authority (SCRRA).