



**FOREST LAKE AREA SCHOOLS  
FOREST LAKE, MN 55025**

**June 30, 2011**

**AGENDA ITEM: 9.2**

**TOPIC: Approve Aid Anticipation Borrowing for Cash Flow  
Purposes**

**BACKGROUND:** The State of Minnesota has delayed State Aid Payments for school districts through the legislative process. The school district borrowed twelve million dollars during 2010-2011. That will be repaid and we expect to borrow fifteen million for the 2011-2012 school year.

**PROCESS:** The school district would like to participate in Springsted Aid Anticipation Pool Series 2011. Determination of the specific interest rate will occur in August, 2011. The lengthy resolution from our bond counsel will be provided at the meeting and has the same format as we used in previous years. Attached is a draft of the resolution.

**RECOMMENDATION:** Approval of the resolution to borrow \$15,000,000 through Aid Anticipation Certificates in the Springsted, Inc. Aid Anticipation Pool Series 2011.

The resolution will be provided at the School Board meeting.

Extract of Minutes of Meeting of the  
School Board of Independent School District No. 831  
(Forest Lake Area, Minnesota)

Pursuant to due call and notice thereof, a meeting of the School Board of Independent School District No. 831 (Forest Lake Area, Minnesota), was duly held in said District on June 30, 2011, at 7:00 o'clock P.M.

The following members were present: \_\_\_\_\_.

and the following were absent: - \_\_\_\_\_ -

\* \* \*

\* \* \*

\* \* \*

The Chair announced that the meeting was convened in part to authorize the issuance of the District's General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011 and to authorize the Chair or Clerk to accept an offer to purchase said Certificates from Piper Jaffray & Co. (the "Purchaser") upon certain specified conditions.

Member \_\_\_\_\_ then introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING AND AWARDING SALE OF  
GENERAL OBLIGATION AID ANTICIPATION  
CERTIFICATES OF INDEBTEDNESS, SERIES 2011 AND FIXING FORM  
AND TERMS THEREOF IN CONNECTION WITH THE  
MINNESOTA TAX AND AID ANTICIPATION BORROWING PROGRAM  
SPONSORED BY THE MINNESOTA SCHOOL BOARDS ASSOCIATION AND  
GREATER MINNESOTA SERVICE COOPERATIVES

## RECITALS

WHEREAS, the School District is authorized to issue aid anticipation certificates of indebtedness to provide money for school purposes in anticipation of the collection of state aids for schools and federal aids to be distributed by or through the State Department of Education; and

WHEREAS, Minnesota Statutes, Section 126C.56, Subd. 2, authorizes the School District to issue the aid anticipation certificates of indebtedness herein authorized by negotiation and without advertisement for bids; and

WHEREAS, the Minnesota School Boards Association and the Greater Minnesota Service Cooperatives have endorsed the Minnesota Tax and Aid Anticipation Borrowing Program (the "Program") whereby participating school districts, by simultaneously issuing their aid anticipation certificates of indebtedness, may be able to reduce their debt service and issuance costs below what could be achieved if they issued separately; and

WHEREAS, the Program requires the execution and delivery of Certificates of Participation evidencing proportionate interests in payments of principal and interest on certain aid anticipation certificates of indebtedness issued by the participating school districts in connection with the Program, including the Aid Anticipation Certificates described herein; and

WHEREAS, the Program requires that each participating school district enter into a Trust Agreement with U.S. Bank National Association, Saint Paul, Minnesota, as trustee (the "Trustee"), in substantially the form presented to this Board and on file at the office of the Clerk (the "Trust Agreement"); and

WHEREAS, the principal amount of Aid Anticipation Certificates to be issued by the School District pursuant to this resolution shall not exceed \$15,000,000; and

WHEREAS, the principal amount of said Aid Anticipation Certificates to be issued hereunder does not exceed either (a) 75% of the aids receivable by the School District in the school year in which borrowed (2011-2012), as estimated and certified by the Commissioner of Education of the State of Minnesota, less the principal amount of any outstanding aid anticipation certificates payable therefrom, or (b) 5% of the previous year's cash expenditures plus the maximum cumulative cash flow deficit of the School District.

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 831, State of Minnesota, as follows:

## THE PROGRAM

1.1. This Board finds that it is desirable and expedient to participate in the Program and to simultaneously with other school districts issue its Aid Anticipation Certificates of Indebtedness, Series 2011 (the "Aid Anticipation Certificates") and to authorize the

execution of and delivery of Certificates of Participation, Aid Anticipation Series 2011 (the "Certificates of Participation"), evidencing proportionate ownership interests in payments of principal and interest to be made by the School District in connection with the Aid Anticipation Certificates, pursuant to the provisions of the Trust Agreement. Subject to the provisions of Section 2.8 hereof, the Aid Anticipation Certificates shall at all times be registered in the name of the Trustee and held by the Trustee for the benefit of the holders of the Certificates of Participation.

1.2. This Board hereby approves the form of Trust Agreement. The Trust Agreement shall be executed in the name and on behalf of the School District by the Chair or, in the absence of the Chair, any other officer, and attested by the Clerk or any other officer, in substantially the form on file, but with all such changes therein, not inconsistent with law, as may be approved by the officer executing the same, which approval shall be conclusively evidenced by the execution thereof. Such changes in the Trust Agreement may provide for changes in certain terms of the Aid Anticipation Certificates which will not have a material adverse affect on the School District, including changes in the time for the performance of certain acts.

1.3. U.S. Bank National Association, Saint Paul, Minnesota is hereby appointed as trustee under the Trust Agreement and as the paying agent and registrar for the Certificates of Participation and as the authenticating agent, paying agent and registrar for the Aid Anticipation Certificates under Minnesota Statutes, Chapter 475.

### THE AID ANTICIPATION CERTIFICATES

2.1. Piper Jaffray & Co. (the "Purchaser") has stated an intention to make an offer to purchase the Aid Anticipation Certificates of the School District in accordance with the terms set forth in the Proposal Form and Acceptance set forth as Exhibit A hereto, which, together with similar obligations of other school districts, are to be evidenced by the Certificates of Participation described in the Trust Agreement. An offer to purchase the Aid Anticipation Certificates, if made, will be made by telephone or facsimile communication to the Clerk or Chair of the interest rate and purchase price. If the interest rate offered does not exceed 6.00% per annum and the purchase price is not less than 99.9% of the principal amount thereof, the offer is hereby accepted and the Chair or Clerk is authorized and directed to accept the same on behalf of the School District by inserting the interest rate and purchase price in the Proposal Form and Acceptance, executing the Proposal Form and Acceptance on behalf of the School District and returning a completed copy thereof to the Purchaser. If the Chair or Clerk is not available to execute such acceptance on the date distributed the acceptance may, with the approval of the Chair, be executed by the Superintendent or Business Manager.

2.2. The Aid Anticipation Certificates shall be in an amount not to exceed \$15,000,000 shall be dated as of the date of delivery (which is expected to be September 1, 2011), shall mature on September 1, 2012, and shall bear interest at the rate per annum accepted by the Chair or Clerk on behalf of the School District and recorded in the Proposal

Form and Acceptance, payable at maturity, without option of prior payment. Interest shall be calculated on the basis of a year of twelve 30-day months. The Aid Anticipation Certificates shall be numbered from R-1 upwards and may be issued in any denomination or denominations. The principal amount of the Aid Anticipation Certificates shall be reduced if and to the extent necessary to obtain an approving legal opinion of bond counsel as to the legality thereof and the tax exempt status of interest thereon. The principal amount may also be reduced in a manner which reflects any premium at which the Certificates of Participation are offered for sale.

2.3. The Aid Anticipation Certificates are issued in anticipation of the receipt of state aids for schools and federal aids to be distributed by or through the State Department of Education. The Aid Anticipation Certificates are not issued for the purpose of borrowing against the aids of one District fund to increase the available cash balance in another District fund. The District is authorized to issue Aid Anticipation Certificates in an aggregate amount not to exceed seventy five percent of the aids receivable by the District in the school year in which borrowed (2011-2012), as estimated and certified by the Commissioner of Education of the State of Minnesota. The Aid Anticipation Certificates are general obligations of the School District and the full faith and credit of the School District is hereby pledged to the full and prompt payment of the principal thereof and interest thereon.

2.4. The District shall utilize the provisions of Minnesota Statutes, Section 126C.55, and shall file with the Department of Education any necessary application or other forms. The District hereby covenants and obligates itself to notify the Commissioner of Education of any potential default in the payment of the principal of or interest on the Aid Anticipation Certificates and to use the provisions of Minnesota Statutes, Section 126C.55, to guarantee payment of the principal and interest on the Aid Anticipation Certificates when due. The District further covenants to deposit with the Trustee three business days prior to the maturity of the Aid Anticipation Certificates an amount sufficient to make the payment of principal and interest then due, or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Trust Agreement shall include the provisions required by Subdivision 7 of Minnesota Statutes, Section 126C.55. The District shall do all other things which may be necessary to perform the obligations hereby undertaken under Minnesota Statutes, Section 126C.55, including any requirements hereafter adopted by the Commissioner of Management & Budget or the Commissioner of Education.

2.5. The Aid Anticipation Certificates, the form of certification by the authenticating agent and the provisions for assignment of the Aid Anticipation Certificates shall be, respectively, in substantially the following form (the text of which may be typewritten or printed on the face, or on the back, or partly on the face and partly on the back):

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
INDEPENDENT SCHOOL DISTRICT NO. 831  
(FOREST LAKE AREA, MINNESOTA)

No. R-1

\$ \_\_\_\_\_

GENERAL OBLIGATION AID ANTICIPATION  
CERTIFICATE OF INDEBTEDNESS, SERIES 2011

Interest Rate  
%

Maturity Date  
September 1, 2012

Date of Original Issue  
September 1, 2011

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION OF SAINT PAUL,  
as Trustee

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 831 (Forest Lake Area, Minnesota), a public school corporation having its office in the City of Forest Lake, Minnesota, acknowledges itself to be indebted and for value received promises to pay to the registered owner specified above, or registered assigns, without option of prior payment, the principal sum specified above, on the maturity date specified above, and to pay interest thereon from the Date of Original Issue specified above until the principal amount is paid at the interest rate specified above, computed on a year of twelve 30-day months, interest due and payable on the maturity date specified above. The interest hereon and, upon presentation and surrender hereof at the principal office of the agent of the Registrar described below, the principal hereof are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank National Association, Saint Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the Resolution described herein (the "Registrar").

This Aid Anticipation Certificate is one of a duly authorized series in the aggregate principal amount of \$\_\_\_\_\_, all of like tenor and effect except as to serial number and denomination, issued to provide money for school purposes in anticipation of the receipt of state aids for schools and federal aids to be distributed by or through the State Department of Education, pursuant to and in full conformity with the Constitution and Laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Sections 126C.50 to 126C.56, as amended, and a resolution authorizing the issuance of the same, entitled "Resolution Authorizing and Awarding Sale of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011 and Fixing Forms and Terms Thereof in Connection with the Minnesota Tax and Aid Anticipation Borrowing Program sponsored by the Minnesota School Boards Association and the Greater Minnesota Service Cooperatives," heretofore duly adopted by the School Board of the School District (the "Resolution").

This Aid Anticipation Certificate is transferable, as provided by the Resolution, only upon books of the School District kept at the office of the Registrar, by the registered owner hereof in person or by the owners' duly authorized attorney, upon surrender of this Aid Anticipation Certificate for transfer at the office of the Registrar, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Registrar duly executed by, the registered owner hereof or the owners' duly authorized attorney, and, upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, one or more fully registered Aid Anticipation Certificates of the same series and of the same aggregate principal amount and interest rate will be issued to the designated transferee or transferees.

The Aid Anticipation Certificates of this series are issuable only as fully registered Aid Anticipation Certificates without coupons in any denomination or denominations. As provided in the Resolution and subject to certain limitations therein set forth, the Aid Anticipation Certificates of this series are exchangeable for a like aggregate principal amount of Aid Anticipation Certificates of this series of a different authorized denomination, as requested by the registered owner or the owners' duly authorized attorney upon surrender hereof to the Registrar.

This Aid Anticipation Certificate is a general obligation of the School District, the full faith and credit of the School District having been pledged to the full and prompt payment of the principal hereof and interest hereon, but is primarily payable out of state and federal aids distributed by and through the State Department of Education and other available funds which are pledged and appropriated to the equal and ratable payment of the Aid Anticipation Certificates and interest thereon as provided in the Resolution.

IT IS HEREBY FURTHER CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen, and to be performed precedent to and in the issuance of this Aid Anticipation Certificate have been done, have happened and have been performed in regular and due form, time and manner as required by law; and that the issuance of this Aid Anticipation Certificate does not cause the indebtedness of the School District to exceed any constitutional or statutory limitation of indebtedness.

This Aid Anticipation Certificate shall not be valid nor become obligatory for any purpose until it shall have been authenticated by the execution of the Authenticating Agent's Certificate.

IN WITNESS WHEREOF, Independent School District No. 831 (Forest Lake Area, Minnesota), by its School Board, has caused this Aid Anticipation Certificate to be executed on its behalf by the Chair and Clerk of the School District, both by manual or facsimile signature, and by the manual signature of the Authenticating Agent, said School District having no corporate seal or said seal having been intentionally omitted as permitted by law, all as of the Date of Original Issue specified above.

Dated: September 1, 2011

INDEPENDENT SCHOOL DISTRICT  
NO. 831

By \_\_\_\_\_  
Chair

and \_\_\_\_\_  
Clerk

#### AUTHENTICATING AGENT'S CERTIFICATE

This is one of the Aid Anticipation Certificates described in the within mentioned Resolution.

Dated: September 1, 2011

U.S. BANK NATIONAL ASSOCIATION  
Authenticating Agent

By \_\_\_\_\_  
Authorized Signature

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

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(Please Print or Typewrite Name and Address of Transferee)

the within Aid Anticipation Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney to transfer the within Aid Anticipation Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_

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Please Insert Social Security Number or Other Identifying Number of Assignee

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Notice: The signature to this assignment must correspond with the name as it appears on the face of the within Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed:

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Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Bond Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Bond Registrar in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

2.6. The principal of said Aid Anticipation Certificates shall be payable at the office of U.S. Bank National Association, Saint Paul, Minnesota (the "Registrar") and interest on said Aid Anticipation Certificates shall be mailed to the registered holders thereof at the addresses as they appear on the register maintained by the Registrar; and the School District shall pay the reasonable charges of said bank for its services as authenticating agent, transfer agent, paying agent and registrar.

2.7. The Aid Anticipation Certificates shall be prepared under the direction of the Clerk of the School District, and when so prepared shall be executed on behalf of the School District by the manual or facsimile signatures of the Chair and Clerk of the School Board, and by the manual signature of an authorized representative of the Registrar, which is hereby designated as the authenticating agent pursuant to Minnesota Statutes, Section 475.55, the School District having no official seal, or, if the District has a seal, the seal being omitted as permitted by law. The Aid Anticipation Certificates shall originally be registered in the name of the Trustee and prepared in typewritten form. When the Aid Anticipation Certificates shall have been so prepared and executed, they shall be delivered by the Clerk

and Treasurer to the Trustee in exchange for the purchase price and upon receipt of the signed legal opinion of Faegre & Benson LLP and the Purchaser shall not be required to see to the proper application of the proceeds.

2.8. As long as any of the Aid Anticipation Certificates issued hereunder shall remain outstanding, the School District shall maintain and keep at the office of the Registrar an office or agency for the payment of the principal of and interest on such Aid Anticipation Certificates, as in this Resolution provided, and for the registration and transfer of such Aid Anticipation Certificates, and shall also keep at said office of the Registrar books for such registration and transfer. Upon surrender for transfer of any Aid Anticipation Certificate at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owners' duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the School District shall execute and the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more fully registered Aid Anticipation Certificates of the same series, of any authorized denominations and of a like aggregate principal amount and interest rate. The Aid Anticipation Certificates, upon surrender thereof at the office of the Registrar may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Aid Anticipation Certificates of the same series of any authorized denominations. In all cases in which the privilege of exchanging Aid Anticipation Certificates or transferring fully registered Aid Anticipation Certificates is exercised, the School District shall execute and the Registrar shall deliver Aid Anticipation Certificates in accordance with the provisions of this Resolution. For every such exchange or transfer of Aid Anticipation Certificates, the School District or the Registrar may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Except as described below in Section 2.9 in the event of an exchange of Certificates of Participation for Aid Anticipation Certificates of the corresponding series, the cost of preparing each new Aid Anticipation Certificate upon each exchange or transfer, and any other expenses of the School District or the Registrar incurred in connection therewith (except any applicable tax, fee or other governmental charge) shall be paid by the School District.

2.9. The Certificates of Participation, upon surrender thereof at the office of the Registrar, may, at the option of the registered owner thereof, be exchanged for Aid Anticipation Certificates of the corresponding series in an aggregate principal amount equal to the percentage interest held by the registered owner of the Certificates of Participation in the Aid Anticipation Certificates as indicated on such Certificates of Participation. The School District shall execute and the Registrar shall authenticate and deliver (a) one Aid Anticipation Certificate in the name of the registered owner of the Certificates of Participation of the corresponding series requesting the exchange and (b) one Aid Anticipation Certificate in the name of the Trustee in the aggregate principal amount equal to the balance of the Aid Anticipation Certificates of the series held by the Trustee and represented by outstanding Certificates of Participation of the corresponding series.

Notwithstanding any other provisions of this Resolution, the cost of preparing new Aid Anticipation Certificates upon each exchange requested by a registered owner of Certificates of Participation, and any other expenses of the School District or the Registrar or Trustee incurred in connection therewith (including fees of bond counsel or other legal counsel or any applicable tax or other governmental charge) shall be paid by the registered owner of the Certificates of Participation requesting the exchange as a condition precedent to the exercise of the privilege of making such exchange.

2.10. Interest on any Aid Anticipation Certificate which is payable, and is punctually paid or duly provided for, shall be paid to the person in whose name that Aid Anticipation Certificate (or one or more Aid Anticipation Certificates for which such Aid Anticipation Certificate was exchanged) is at the time of payment registered. Each Aid Anticipation Certificate delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Aid Anticipation Certificate shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Aid Anticipation Certificate and each such Aid Anticipation Certificate shall bear interest from such date so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

2.11. As to any Aid Anticipation Certificate, the School District and the Registrar and their respective successors, each in its discretion, may deem and treat the person in whose name the same for the time being shall be registered as the absolute owner thereof for all purposes and neither the School District nor the Registrar nor their respective successors shall be affected by any notice to the contrary. Payment of or on account of the principal of any Aid Anticipation Certificate shall be made only to or upon the order of the registered owner thereof, but such registration may be changed as above provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Aid Anticipation Certificate to the extent of the sum or sums so paid.

2.12. There is hereby created a special bookkeeping account within the General Fund of the School District, to be known as the Aid Anticipation Certificates of Indebtedness, Series 2011 Sinking Fund Account (the "Account"). The School District hereby pledges the proceeds of current tax levies and future state aid receipts and other school funds which may become available for the payment when due of principal and interest on the Aid Anticipation Certificates and, if necessary, shall issue additional obligations in anticipation of such revenues in order to meet such payments. All such funds shall be credited to the Account at the times and in the amounts such that the estimated available funds to be received by the District prior to September 1, 2012, together with the amounts then on deposit in the Aid Anticipation Certificates of Indebtedness, Series 2011 Account, will at all times equal or exceed 105% of the principal and interest due on the Aid Anticipation Certificates at maturity. On or before September 1, 2012, any other funds required, together with the balance in said Account, to pay principal and interest on the Aid Anticipation Certificates at maturity shall be deposited in said Account. Amounts therein shall be used for no other purpose than to make the required deposit in the Debt Service Account of the School District established under the Trust Agreement as provided below and as provided in the Trust Agreement. Moneys on deposit to the credit of said Account may be

invested by the School District in any securities eligible for investment of School District funds ("Qualified Investments") maturing or redeemable at the option of the holder prior to the maturity of the Aid Anticipation Certificates. Qualified Investments so purchased shall be deemed at all times to be part of said Account, but may from time to time be sold or otherwise converted into cash whereupon the proceeds derived from such sale or conversion shall be credited to the Account. Any interest accruing on and any profit realized from Qualified Investments to the credit of the Account in excess of the amounts required to be transferred to the Debt Service Account referred to below may be applied by the School District to any other lawful purpose. The School District shall verify the amount on hand in said Account and the place and manner of investments of said Account within five days of receipt a written request from the Trustee requesting such information.

2.13. There is created under the Trust Agreement a special fund, to be known as the Debt Service Account of the School District. At least three business days prior to the maturity of the Aid Anticipation Certificates, an amount from the Aid Anticipation Certificates of Indebtedness, Series 2011 Sinking Fund Account of the District created pursuant to Section 2.12, sufficient to pay principal of and interest on the Aid Anticipation Certificate at maturity, shall be paid to the Trustee for deposit in the Debt Service Account of the District and applied in the manner provided in the Trust Agreement.

2.14. The proceeds of the Aid Anticipation Certificates, exclusive of proceeds deposited with the Trustee to pay interest due September 1, 2012, shall be deposited into the Operating Funds and/or General Fund and used for school purposes and invested in Qualified Investments pending the expenditure thereof. At the election of the Superintendent or Business Manager, proceeds of the Aid Anticipation Certificates (exclusive of accrued interest and costs of issuance) and the amounts from time to time on deposit in the Account created pursuant to Section 2.12 hereof, may be invested in the current Guaranteed Investment Agreement offered to school districts participating in the Program through the Minnesota School District Liquid Asset Fund Plus (the "Investment Agreement"). At the direction of the Business Manager or Superintendent as evidenced by the execution of an Investment Agreement Acceptance form as set forth in Exhibit B, the Trustee is authorized to execute the Investment Agreement on behalf of the School District. The officers of the School District are hereby authorized and directed to comply with the terms of the Investment Agreement relating to the investment and withdrawal of the moneys required to be deposited thereunder and to execute such other documents as may be necessary to evidence the acceptance thereof.

## THE CERTIFICATES

3.1. The Trustee is authorized and directed to execute and deliver the Certificates of Participation, Aid Anticipation Series 2011, on the School District's behalf, pursuant to the terms of the Trust Agreement, in the aggregate principal amount specified in the Trust Agreement and substantially in the form and otherwise containing the provisions set forth in the form of the Certificate of Participation contained in the Trust Agreement, which terms

and provisions are hereby approved and incorporated in this Resolution and made a part hereof.

3.2. Execution by the Executive Director of the Minnesota School Boards Association, or his delegate, of the Letter of Representations (as defined in the Trust Agreement) on behalf of the School District is ratified and confirmed and the Letter of Representations shall be applicable to the Certificates of Participation.

3.3. The Certificates of Participation shall be executed by the Trustee in accordance with the Trust Agreement. When so prepared and executed, the Certificates of Participation shall be delivered to the Purchaser upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement.

### MISCELLANEOUS

4.1. The officers of the School District are hereby authorized and directed to prepare and furnish to the Purchaser of the Aid Anticipation Certificates and to the attorneys approving the same, certified copies of all proceedings and records of the School District relating to the power and authority of the School District to issue said Aid Anticipation Certificates and to execute and deliver the Trust Agreement and certificates as to matters within their knowledge or as shown by the books and records under their custody and control, including a certificate as to no-litigation and as to the Official Statement, and a non-arbitrage certificate, and such certified copies and certificates shall be deemed representations of the School District as to the facts stated therein.

4.2. The Clerk is hereby authorized and directed to certify a copy of this Resolution and to cause the same to be filed in the office of the County Auditor of each county in which the School District is located in whole or in part under Minnesota Statutes, Section 475.63, and to obtain a certificate as to registration of the Aid Anticipation Certificates.

4.3. The officers of the School District are hereby authorized and directed to prepare and submit to the Secretary of the Treasury a statement meeting the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986, as amended, (the "Code") by the 15th day of the second calendar month after the close of the calendar quarter in which the Aid Anticipation Certificates are issued or other applicable date.

4.4. Springsted Incorporated is hereby authorized to prepare a Preliminary Official Statement and an Official Statement in connection with the sale of the Certificates of Participation to be presented to the Chair and Clerk for review. The Chair, or in the absence of the Chair, the Clerk is authorized to approve the forms of the Preliminary Official Statement and the Official Statement and to deliver a certificate as to the Official Statement to the Purchaser.

**4.5.** The School District hereby determines that the Aid Anticipation Certificates shall not be designated as “qualified tax-exempt obligations” for the purposes of Section 265(b)(3) of the Code.

**4.6.** Investments of the proceeds of the Aid Anticipation Certificates and investments of moneys in the Aid Anticipation Certificates of Indebtedness, Series 2011 Debt Service Account and the Debt Service Account of the District created pursuant to the Trust Agreement shall be limited as to amount and yield of investment in such manner and to the extent required so that no part of the outstanding Aid Anticipation Certificates and Certificates of Participation shall be deemed arbitrage bonds under Section 148 of the Code. This School District acknowledges that the Aid Anticipation Certificates are subject to the rebate requirements of Section 148(f) of the Code and applicable Income Tax Regulations (the “Regulations”). Unless the School District qualifies for the exception from arbitrage rebate provided by Section 148(f)(4)(B)(iii) of the Code, the School District agrees that it will retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) of the Code and applicable Regulations to preserve the exclusion of interest on the Aid Anticipation Certificates from gross income for federal income tax purposes.

The motion for the adopted of the foregoing resolution was duly seconded by Member \_\_\_\_\_ and upon vote being taken thereon the following voted in favor thereof: \_\_\_\_\_.

and the following voted against the same: - \_\_\_\_\_ -

whereupon said resolution, having received the favorable vote of at least two-thirds of the Members of the Board, was declared duly passed and adopted.

## CERTIFICATION

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 831 (Forest Lake Area, Minnesota), hereby certify that I have carefully compared the attached and foregoing Extract of Minutes of a or regular meeting of the School Board held June 30, 2011, with the original thereof on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same related to the issuance and sale of General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011. I further certify that said meeting was duly called and held and the resolution included in the foregoing Extract of Minutes is in full force and effect and has not been amended or repealed.

WITNESS My hand officially this \_\_\_\_\_ day of \_\_\_\_\_ 2011.

\_\_\_\_\_  
Clerk

EXHIBIT A

### PROPOSAL FORM AND ACCEPTANCE General Obligation Aid Anticipation Certificates of Indebtedness Series 2011

Independent School District No. 831 (Forest Lake Area, Minnesota) \_\_\_\_\_, 2011

Piper Jaffray & Co. (the "Purchaser") hereby offers to purchase the \$\_\_\_\_\_ General Obligation Aid Anticipation Certificates of Indebtedness, Series 2011 (the "Aid Anticipation Certificates") of the above School District to be dated September 1, 2011, and to mature on September 1, 2012, which, together with similar obligations of other school districts, are to be evidenced by Certificates of Participation under the Minnesota Tax and Aid Anticipation Borrowing Program pursuant to the Trust Agreement between the School District and other school districts participating in the Program and U.S. Bank National Association of St. Paul, for a price of \$\_\_\_\_\_ (not less than 99.9% of the principal amount thereof) and at the interest rate of \_\_\_\_\_% per annum. This offer is submitted to you in blank and shall be effective only upon communication to you of the information required to complete the blanks. The Aid Anticipation Certificates shall be registered in the name of the Trustee and held for the benefit of the holders of the Certificates.

This proposal is made for prompt acceptance following notification of the final terms of our proposal as described above and subject to the following conditions:

1. Delivery of the Aid Anticipation Certificates and executed counterparts of the Trust Agreement to the Trustee and delivery to us of the Certificates of Participation on or prior to September 1, 2011, against payment in immediately available funds.
2. Delivery to us of the approving legal opinion of Faegre & Benson LLP, Minneapolis, Minnesota as to the legality and tax exempt status of the interest on the Certificates.
3. Delivery to us of customary closing certificates, including a certificate as to no litigation and as to the Official Statement and a non-arbitrage certificate.

Very truly yours,

PIPER JAFFRAY & CO., as Purchaser

By \_\_\_\_\_  
Its \_\_\_\_\_

\_\_\_\_\_  
The foregoing proposal is hereby accepted by and on behalf of the School District named above this \_\_\_\_ day of August 2011.

\_\_\_\_\_  
Chair or Clerk  
(circle one)