6-26-1969

Board of Directors' Meeting Minutes (June 26, 1969)

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BOARD MEETING

JUNE 26, 1969

The meeting of the Des Moines Area Community College Board of Directors was held in the Phasing Campus Library Building, 2006 Ankeny Blvd., Ankeny, Iowa, on Thursday, June 26, 1969. The meeting was called to order by the Board President, Rolland Grefe, at 8:30 P.M. for the purpose of conducting regular business per the agenda.

APPOINTMENT OF SECRETARY PRO TEM

In the absence of the Secretary, Paul Lowery, Superintendent, was appointed to act as Secretary Pro Tem.

ROLL CALL

Members Present: Rolland Grefe
                Harold Welin
                Harry Bloomquist
                Robert Lounsberry
                William Price
                Ross Cramlet
                Max Kreager

Members Absent: James Maggert
                Dwight Mater

Others Present: Paul Lowery, Superintendent

APPROVAL OF MINUTES

A motion was made by H. Welin, seconded by Ross Cramlet, that the minutes of the regular board meeting held June 9, 1969 be approved as presented. Motion carried.

PERSONNEL

A motion was made by H. Welin, seconded by M. Kreager, that employment be offered to the following for the position and salary as indicated:

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Annual Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elizabeth Ronat</td>
<td>Physics Instr., Ankeny</td>
<td>$9,780</td>
</tr>
<tr>
<td>Marjorie Holmequist</td>
<td>Psychology Instr., Boone</td>
<td>10,560</td>
</tr>
<tr>
<td>William Buwalda</td>
<td>Conditioned Air Instr.</td>
<td>12,000</td>
</tr>
</tbody>
</table>

Motion carried.

BUDGET REPORT

The State Board approved our budget for 1969-70 in the amount of $4,061,692. $872,000 of this is to be state and federal aid for vocational education.

REPORT ON IOWA COUNCIL OF AREA SCHOOL BOARDS

Max Kreager, board representative to the Iowa Council of Area School Boards, suggested that each member of the board and superintendent review and comment on SF 546 as amended, for discussion at the July 7th meeting. This will enable him to represent Area XI when this subject is discussed at the meeting of the Iowa Council of Area School Boards on July 19, 1969.
Additional information is being prepared for presentation to the North Central Accreditation Association for the July meeting. This was requested by Dr. Coffey to supplement information previously submitted. The next step in the accrediting process is a visitation by a team of three to the Ankeny campus in the fall of 1969 for a two or three day period of review.

The personnel of the area schools are being given an opportunity to review and make recommendations for changes in the existing DPI rules and regulations for the operation of the area schools.

A motion was made by H. Welin, seconded by H. Bloomquist, authorizing the President and Secretary of the Board to sign the lease agreement with the Boone Community School District for the Boone Junior College facility for an eighteen year period. A copy of the lease is hereto attached and made a part of these minutes. Motion carried.

A motion was made by M. Kreager, seconded by H. Bloomquist, that the public hearing on the budget be held on August 4, 1969 at 7:30 P.M. in the Phasing Campus Library Building, Ankeny, Iowa. Motion carried.

It was announced that graduation exercises will be held at the North High School auditorium on August 7, 1969 at 7:30 P.M. There will be 150 students graduating.

A motion was made by R. Cramlet, seconded by M. Kreager, that approval be given to the following short courses:

- Procedures for Office Duplicating
- Small Business Management
- Human Relations of Management
- Basic Principles of Management
- Management Problem Solving Through the Conference Methods
- Sewing Machine Operators Training - NEBIS

Motion passed.

A motion was made by H. Welin, seconded by R. Lounsberry, that the meeting be adjourned. Motion passed.

ROLLAND E. GREPE, President

PAUL LOWERY, Secretary Pro Temp
LEASE AGREEMENT

This lease agreement made and entered into this 11th day of June, 1969, by and between Des Moines Area Community College (Merged Area Education) XI in the Counties of Boone, Dallas, Jasper, Madison, Marion, Polk, Story and Warren, State of Iowa, with the exclusion of the Bayard Community School District, State of Iowa, a municipal corporation, hereinafter called Lessee, and Boone Community School District of Boone, Iowa, a municipal corporation, hereinafter called Lessor.

WITNESSETH: That the Lessor hereby leases to the Lessee all facilities located on the following described premises in Boone, Boone County, Iowa, to-wit:

That part of the Northeast Quarter of the Northeast Quarter of Section 33, Township 84 North, Range 26 West of the 5th P.M., Boone County, Iowa, described as follows: Beginning at a point on the east line of said Section 33 which is 360.0 feet south of the Northeast corner of said Section 33; thence West along a line 360.0 feet South of and parallel to the North line of said Section 33 for 755.0 feet; thence South 130.1 feet; thence North 73 degrees 59' West 164.1 feet; thence South 00 degrees 15' East 72.8 feet; thence North 73 degrees 59' West 229.2 feet along the South line of Park Avenue; thence South 00 degrees 15' East along the easterly line of Country View Addition 863.2 feet to the South line of the NE 1/4 of NE 1/4 of said Section 33; thence East along said South line 1127.7 feet more or less to SE corner of said NE 1/4 of NE 1/4; thence North along said East line of Section 33 for 954.5 feet more or less to point of beginning.

upon the following terms and conditions:

1. The term of this lease shall be eighteen (18) years commencing on the first day of July, 1969, and terminating on the 30th day of June, 1987.

2. The Lessee shall pay to the Lessor an annual rental in the amount as shown on the schedule, which is hereto attached and marked Exhibit "A". This annual rental shall be paid to the Lessor at its administrative offices in Boone, Iowa, or at such other place as Lessor may direct.
3. (a) It is the intention of the Lessor and the Lessee that the rent specified shall be net to the Lessor in each year during the term of this lease and that all assessments, charges, costs, expenses and obligation of every kind relating to the leased property which may arise or become due during the term of this lease shall be paid by the Lessee and Lessor shall be indemnified by the Lessee against the same.

(b) All assessments, charges, costs, expenses and obligations which the Lessee is required to pay hereunder, together with all interest and penalties that may accrue thereon in the event of Lessee's failure to pay such amount and all damages, costs and expenses which the Lessor may incur by reason of and default of the Lessee or failure on the Lessee's part to comply with the terms of this lease shall be deemed to be additional rental and in the event of non-payment by the Lessee the Lessor shall have all the rights and remedies with respect thereto as the Lessor has for the nonpayment of the basic rent.

4. The Lessee shall use and occupy the leased premises for the purposes of conducting thereon an area vocational school or area community college and other school and community related function as deemed desirable, in accordance with statutory provisions of the Iowa General Assembly and rules, regulations and policies of the Department of Public Instruction, or any other state agency that may be delegated responsibility for supervision of area vocational schools or area community colleges, and such use and occupancy shall be in a manner which will not in any way violate any zoning ordinance affecting the leased property, or make void or voidable any insurance in force with respect to the leased property, or which will make it impossible to obtain fire or other insurance required to be furnished by the Lessee hereunder, or which will cause or be likely to cause structural damage to the building or any part thereof, or which will constitute a public or private nuisance, and shall not use or occupy
or permit the leased property to be used or occupied in any manner which will
violate any present or future laws or regulations of governmental authority.

5. The Lessor shall be responsible for all repairs and maintenance
occasioned by defective materials or workmanship in the original construction
and equipping of the building on the premises. All other costs of maintenance,
operation and repair shall be the expense of the Lessee.

6. During the time of this lease, the Lessee shall pay all insurance
premiums to provide fire, extended coverage, vandalism, and malicious mischief
coverages sufficient to cover the replacement of buildings and contents.
All said insurance shall be with reputable companies and shall be in the
joint names of the Lessor and the Lessee. Lessee shall upon request deliver
said policies or duplicates thereof to Lessor.

In case of damage by fire or other casualty to the leased premises, if
the damage is so extensive as to amount practically to the total destruction
of the buildings on the premises, this lease shall cease and the rent shall
be apportioned to the time of the damage. In all other cases where the
leased premises are damaged by fire or other casualty, the Lessor shall re-
pair the damage with reasonable dispatch to a condition equal to that prior
to damage, and if the damage has rendered the leased premises untenantable,
in whole or in part, there shall be an apportionment of the rent until the
damage has been repaired. The Lessor shall have the benefit and use of any
insurance proceeds available by reason of damage by fire or other casualty
to the leased premises.

7. Lessee shall not, without the prior written consent of the Lessor,
make any alterations, additions or improvements to the buildings.
All additions and improvements made to the buildings with the
written consent of the Lessor that can be removed without substantial damage
to the lessee, buildings shall remain the property of the lessee and may be removed by the lessee at any time during the lease term or at the termination thereof. All other additions and improvements of whatsoever kind or nature shall become the property of the lessor upon the expiration, or earlier termination of this lease. The lessee shall not permit any mechanics, materialman's or other liens to stand against the leased property for work on material furnished to the lessee. The lessee shall indemnify and save harmless the lessor against any such liens or claims.

8. The lessor represents and warrants that it is the owner of the leased premises and that the tenant upon paying the rent provided for herein and performing all of the other terms of this lease, shall quietly have and enjoy the leased premises during the term of this lease without any disturbance from the lessor or from any other person claiming through the lessor. The lessor covenants and agrees that it will regularly and timely pay the principal and interest due on the bonds issued by the lessor to obtain funds to construct the building on the leased premises and in the event lessor fails to make such payments, the lessee may make such payments on lessor's behalf out of the annual rent reserved herein.

9. Lessee agrees to indemnify and save harmless lessor from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney fees, arising out of, connected with, or resulting from the possession, use or operation of the leased premises.

10. Failure on the part of the lessee to comply with any of the terms or conditions of this lease shall, at the option of the lessor, work a forfeiture of this lease and of all rights of the lessee hereunder and lessee upon notice of such election, shall within six (6) months thereafter, quit and surrender possession of said premises to said lessor without further
notice to quit. Lessor or assigns may recover possession thereof by an action of forcible entry and detainer.

11. Lessee, in addition to the landlord's lien given by law, hereby grants to the Lessor a lien upon the terms of this lease and upon all personal property of the Lessee kept and used in or about said leased premises during the term of this lease, whether exempt from execution or not, to secure the payment to the Lessor of all amounts, including attorney fees and costs which may at any time become due from the Lessee hereunder.

12. The continuation of this agreement between the Lessor and Lessee shall be subject to legislative enactments of the Iowa General Assembly. In the event of major alterations in function, control, operation, or funding of the area school, this agreement shall, within ninety (90) days of the enactment of such legislation, be re-negotiated by the Lessor and Lessee to insure compliance with statutory provisions of the Iowa General Assembly, or other regulatory agencies.

13. This agreement has been entered into by the parties on the assumption that it is a legally enforceable lease agreement, and that the area school is authorized to pay the annual rental out of general funds. If, by court decree or ruling of the Iowa Attorney General, either of these assumptions are found to be in error, then the agreement shall be null and void.

14. Lessor may resort to any remedy at law or in equity in order to enforce any right or the payment of any claim which said Lessor may have against said Lessee by virtue hereof and if Lessor shall institute any such action, Lessee agrees to pay a reasonable attorney fee which shall be taxed as a part of the costs.
15. No waiver of the breach of any of the terms or conditions of this lease shall constitute a waiver of any other or succeeding breach of the same or other provisions of this lease.

IN WITNESS WHEREOF, the parties hereto subscribed their name, the day and year first above written.

BOONE COMMUNITY SCHOOL DISTRICT

DES MOINES AREA COMMUNITY COLLEGE
MERGED AREA (EDUCATION) XI IN THE COUNTIES OF BOONE, DALLAS, JASPER, MADISON, MARION, POLK, STORY, AND WARREN, STATE OF IOWA, TOGETHER WITH THE COUNTY SCHOOL SYSTEM OF GUTHRIE COUNTY, STATE OF IOWA, WITH THE EXCLUSION OF THE BAYARD COMMUNITY SCHOOL DISTRICT, STATE OF IOWA

BY

President

by

President

Secretary

by

Secretary

LESSOR

LESSEE

STATE OF IOWA ) ss:
COUNTY OF BOONE ) ss:

On this 11th day of June, 1969, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared ___________, and ______________ President and Secretary respectively, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Notary Public in and for said County and State. My commission expires

[Signature]

2/4/69
STATE OF IOWA ) ss:
COUNTY OF POLK )

On this 30th day of ______ June _______, 1969, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared

R. E. Greco

and

Irv Steinberg

President and Secretary respectively, to me known to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

[Signature]

Notary Public in and for said County and State. My commission expires ______-____-1969.
EXHIBIT "A"

Annual Rental Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Rental</th>
</tr>
</thead>
<tbody>
<tr>
<td>1969-70</td>
<td>77,587.91</td>
</tr>
<tr>
<td>1970-71</td>
<td>76,087.91</td>
</tr>
<tr>
<td>1971-72</td>
<td>74,587.91</td>
</tr>
<tr>
<td>1972-73</td>
<td>73,200.41</td>
</tr>
<tr>
<td>1973-74</td>
<td>86,865.41</td>
</tr>
<tr>
<td>1974-75</td>
<td>85,470.41</td>
</tr>
<tr>
<td>1975-76</td>
<td>88,997.91</td>
</tr>
<tr>
<td>1976-77</td>
<td>87,447.91</td>
</tr>
<tr>
<td>1977-78</td>
<td>85,897.97</td>
</tr>
<tr>
<td>1978-79</td>
<td>67,656.25</td>
</tr>
<tr>
<td>1979-80</td>
<td>66,056.25</td>
</tr>
<tr>
<td>1980-81</td>
<td>69,376.25</td>
</tr>
<tr>
<td>1981-82</td>
<td>72,521.25</td>
</tr>
<tr>
<td>1982-83</td>
<td>75,473.75</td>
</tr>
<tr>
<td>1983-84</td>
<td>73,328.75</td>
</tr>
<tr>
<td>1984-85</td>
<td>76,075.00</td>
</tr>
<tr>
<td>1985-86</td>
<td>73,712.50</td>
</tr>
<tr>
<td>1986-87</td>
<td>76,265.63</td>
</tr>
</tbody>
</table>

TOTAL $1,386,609.38
Notice: The Board of Directors of "DES. MONIES AREA COMMUNITY COLLEGE (Area Vocational School or Area Community College) ADAMS, ADAMS, BOONE, CLARKE, DALLAS, GREENE, GUTHRIE, HAMILTON, HARDIN, JASPER, LUCAS, MADISON, MARICopa, MARION, MARSHALL, POLK, POWESHEIK, STORY, WARREN... County, Iowa,

will meet Monday, August 4, 1969, at 7:30 M. at Phasing Campus Library, 2006 Ankeny Blvd, Ankeny, Iowa

Taxpayers will be heard for or against the following estimate of expenditures for the year beginning July 1, 1969, and ending June 30, 1970. A detailed statement of receipts and disbursements, both past and anticipated will be available at the hearing.

Irv Stedberg Secretary

<table>
<thead>
<tr>
<th>FUNDS (Refer to page 3 for authority)</th>
<th>1</th>
<th>2</th>
<th>3</th>
<th>4</th>
<th>5</th>
<th>6</th>
</tr>
</thead>
<tbody>
<tr>
<td>EXPENDITURES FOR YEAR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>July 1, 1967 to June 30, 1967</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General—Limit % Mill</td>
<td>$2,554,307</td>
<td>$3,406,530</td>
<td>$4,061,692</td>
<td>$3,271,692</td>
<td>$3,839,030</td>
<td>$1,580,000</td>
</tr>
<tr>
<td>Jailhouse—Limit % Mill (Voted)</td>
<td>494,112</td>
<td>155,460</td>
<td>3,412,148</td>
<td>567,338</td>
<td>790,000</td>
<td></td>
</tr>
<tr>
<td>Tort Liability</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bonds &amp; Interest</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total—All Purposes</td>
<td>$3,048,419</td>
<td>$3,561,990</td>
<td>$7,473,840</td>
<td>$2,054,810</td>
<td>$3,839,030</td>
<td>$1,580,000</td>
</tr>
</tbody>
</table>

Amount Necessary to be raised by Taxation
<table>
<thead>
<tr>
<th></th>
<th>Accounts</th>
<th>RECEIPTS OTHER THAN TAXATION</th>
<th>Estimated Receipts</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Liberal Arts &amp; Science</td>
<td>$ 187,543</td>
<td>$ 133,732</td>
<td>$ 567,968</td>
</tr>
<tr>
<td>2. Vocational, Technical</td>
<td>1,456,622</td>
<td>1,786,820</td>
<td>1,687,722</td>
</tr>
<tr>
<td>3. Adult Education</td>
<td>360,530</td>
<td>564,211</td>
<td>486,074</td>
</tr>
<tr>
<td>4. Activities Related to Instruction</td>
<td>246,186</td>
<td>474,063</td>
<td>791,270</td>
</tr>
<tr>
<td>5. Administration</td>
<td>127,052</td>
<td>180,024</td>
<td>209,534</td>
</tr>
<tr>
<td>6. Student Services</td>
<td>73,682</td>
<td>131,264</td>
<td>139,100</td>
</tr>
<tr>
<td>7. Learning Resources</td>
<td>-</td>
<td>54,354</td>
<td>42,956</td>
</tr>
<tr>
<td>8. Physical Plant</td>
<td>85,692</td>
<td>81,582</td>
<td>79,096</td>
</tr>
<tr>
<td>9. Organized Research</td>
<td>-</td>
<td>4,272</td>
<td>Gen Aid 4th Qtr Earnings Receivable 112,560 258,896</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Vo Aid 4th Qtr Earnings Receivable 200,000 222,309</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTALS (Last col. to col. 3 above)</td>
<td>$2,554,307</td>
<td>$3,406,530</td>
<td>$4,061,692</td>
</tr>
<tr>
<td>TOTALS (Last col. to col. 5 above)</td>
<td>$1,292,464</td>
<td>$3,197,586</td>
<td>$3,271,692</td>
</tr>
</tbody>
</table>

**INSTRUCTIONS FOR FILLING COLUMNS ONE TO SIX**

1. Enter in this column expenditures for the fiscal year ending June 30, 1968.
2. Enter in this column expenditures for the fiscal year ending June 30, 1969.
3. Enter in this column proposed expenditures estimated for the fiscal year beginning July 1, 1969. Proposed expenditures should be no greater than the means of financing them as shown in columns 4, 5, and 6 of this form. Do not fail to take into consideration estimated unencumbered balances which will be available for this particular year.
4. Enter estimated unencumbered balances available to reduce levy July 1, 1969.
5. Enter estimated receipts from sources other than taxation.
6. Enter the amount of tax to be raised, which is the difference between columns 4 and 5 and proposed expenditures.

**INSTRUCTIONS AS TO PUBLICATION OF NOTICE**

Publication in Newspaper Necessary: Levies are void unless notice is published in a newspaper. The newspaper publisher will go over each estimate submitted to him with care and it is hoped that he will advise the local board of any errors which he may discover so that they may be corrected prior to printing. The form will be set up two columns wide and will include only the matter beginning with the words "AREA VOCATIONAL SCHOOLS OR AREA COMMUNITY COLLEGE" and ending with the word "INSTRUCTIONS" immediately following the columnar forms.

Newspapers Defined: Section 24.9 of the Code, provides as follows: "Each municipality shall file with the secretary or clerk thereof the estimates required to be made in sections 24.3 to 24.8 inclusive, at least twenty days before the date fixed by law for certifying the same to the levy ing board and shall forthwith fix a date for a hearing thereon, and shall publish such estimates and any annual levies previously authorized as provided in section 76.2, with a notice of the time when and place where such hearing shall be held at least ten days before the hearing. For multi-counties, such publication shall be in the official newspapers thereof. For any other municipality such publication shall be in a newspaper published therein, if any, if not, then in a newspaper of general circulation therein.

Levies Void: Unless notice is published: Section 24.10 of the Code provides that "the verified proof of the publication of such notice in a newspaper shall be filed in the office of the county auditor and preserved by him. No levy shall be valid unless and until such notice is published and filed."
ENTRY RECORD OF THE HEARING AND DETERMINATION OF THE ESTIMATE

Be it remembered that on this the 26th day of June, 1969, the board of directors of Des Moines Area Community College, residing and maintaining its office at Ankeny, Iowa, met in session for the purpose of filing and considering the estimate for the local budget of said school district.

There was present a quorum as required by law. Thereafter and on said day there was filed the foregoing estimate. Thereafter said estimate was duly considered by the board. The board being fully advised finds that a date of hearing on said estimate should be fixed and it does fix the 4th day of August, A.D. 1969, at the hour of 7:30 p.m. or said day as the date of hearing, said hearing to be had at the Library, 2006 Ankeny Blvd, in Ankeny, Iowa.

The secretary was directed to publish the estimate and the notice of hearing as required by law, in the newspapers published at Des Moines, Iowa of said counties. Publication to be for one insertion at least ten days prior to the date set for hearing.

ROLLAND E. CREPE
President.

IRV STEINBERG
Secretary.
Secretary: When the board first meets to make its proposed estimate this blank should be entirely filled in; that is, the board should first determine the time and place of hearing and the secretary should fill in the blanks (above the table) accordingly and sign the notice. The board should then take up the estimate and fill in all necessary blanks, but before doing so it would be advisable that the secretary and board familiarize themselves with the arrangement and requirements of form No. 6350, certificate of taxes, in order that nothing will be omitted which will be essential to the budget to be adopted after the hearing is held. The following instructions are listed in the same order as the various columns are numbered on page one of this blank.

The Notice: Insert the name of the area vocational school or area community college, the name of the county or counties, the date, place and hour of meeting. The notice should then be signed by the secretary.

Estimate by Funds: Enter the various amounts (omitting the cents) in columns one to six.

1. Enter in this column the expenditures for the year July 1, 1967, to June 30, 1968.
2. Enter in this column the expenditures for the year July 1, 1968, to June 30, 1969.
3. Enter in this column proposed expenditures estimated for the fiscal year to which the budget under consideration applies. This should receive careful consideration inasmuch as the amount decided upon is to control expenditures for this particular budget year.
4. Enter in this column the estimated unencumbered balance which can be applied to this budget. Expenditures and revenue should balance, therefore, if it is practical to finance a part of anticipated expenditures with funds on hand, the estimated amount should be entered in this column.
5. Enter in this column the total estimated income other than from taxation for the year to which the budget applies. The total estimated receipts in table No. 2 should be transferred to column 5, general fund.
6. Enter in this column the amount to be raised by taxation. This amount should not exceed the legal limit or be greater than the amount obtained by deducting the totals of columns 4 and 5 from column 3.

Taxable valuation will be supplied by the county auditor and will be the latest valuation available.

Final Record: Two or more copies of the estimate will be made, one to be placed on file and recorded in the record book of the board; the others to be forwarded to the printers for publication in the newspapers. Sec. 24.9 and 24.10.
INSTRUCTIONS AS TO FUNDS

Authority for General Fund Taxes

Sec. 280A.17, Code 1966. The board of directors of each merged area shall prepare an annual budget designating the proposed expenditures for operation of the area vocational school or area community college. The board shall further designate the amounts which are to be raised by local taxation and the amounts which are to be raised by other sources of revenue for such operation. The board of directors shall prorate the amount to be raised by local taxation among the respective county school systems, or parts thereof, in the proportion that the value of taxable property in each system, or part thereof, bears to the total value of taxable property in the area. The board of directors shall certify the amount so determined to the respective county auditors and the boards of supervisors shall levy a tax sufficient to raise the amount. No tax in excess of three-fourths (¾ths) mill shall be levied on taxable property in a merged area for the operation of an area vocational school or area community college.

AUTHORITY FOR SCHOOLHOUSE FUND TAXES

Sec. 280A.22, Code 1966. The voters in any merged area may at the annual school election vote a tax not exceeding three-fourths (¾ths) mill on the dollar in any one (1) year for a period not to exceed five (5) years for the purchase of grounds, construction of buildings, payments of debts contracted for the construction of buildings, purchase of buildings and equipment for building, and the acquisition of libraries, and for the purpose of maintaining, remodeling, improving, or expanding the area vocational school or area community college of the merged area.

BONDS AND INTEREST

Sec. 280A.19, Code 1966. Boards of directors may acquire sites and erect and equip buildings for use by area vocational schools or area community colleges and may contract indebtedness and issue bonds to raise funds for such purpose. Sec. 280A.20. Taxes for the payment of bonds issued under section nineteen 280A.19 shall be levied in accordance with Chapter seventy-six (76) of the Code. The bonds shall be payable from a fund created from the proceeds of such taxes in not more than twenty (20) Years and bear interest at a rate not exceeding (5) per cent per annum, and shall be of such form as the board issuing the bonds shall by resolution provide.

TORT LIABILITY