



**Ashland-Greenwood Public Schools
Board of Education Meeting
September 3, 2012
7:30 PM
Conference Room, High School
1842 Furnas Street
Ashland, NE 68003**

1. Call to order. Roll Call.
 2. Public Hearing on the 2012-2013 Budget
 3. Adjournment
-

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Receiving Public Input and Testimony on Property Tax Request.
4. Adjournment

**Regular Meeting
To Follow Public Hearing**

1. Call to Order. Roll Call.
2. Acknowledgement of Open Meetings Law posting.
3. Recognition of public participation.
4. Visitors and Communication from the public.
5. Approval of changes in the mailed agenda and/or changes in the agenda order.
6. Old Business
 - a. Consideration and action to adopt the 2012-2013 Budget and to direct the Superintendent to take all necessary action to submit the budget in accordance with laws of the State of Nebraska. Budget Packet enclosed. (pgs. 1-10)
 - b. Consideration and action on the Property Tax Resolution (pgs. 10-12)
 - c. Discussion on Interlocal Agreement for ball field use and maintenance(pgs. 13-17)

7. Informational items

A. NASB Membership meeting: Wahoo High School. October 3rd. Registration begins at 4:45 PM and program concludes by 8:15 PM. Must register by September 24th.

8. The next meeting is set for Monday, September 17th, 2012 at 7:30 PM in the conference room at the Ashland-Greenwood High School; 1842 Furnas Street; Ashland, NE 68003.

Notices:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the North wall of the meeting room west of the main entrance.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember that this is a meeting of the Board of Education held in public for conducting the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

**2012-2013
STATE OF NEBRASKA
SCHOOL DISTRICT BUDGET FORM**

County-District #: 78-0001 Class #: 3
Ashland-Greenwood Public Schools
TO THE COUNTY BOARD AND COUNTY CLERK OF
Saunders County

This budget is for the Period SEPTEMBER 1, 2012 through AUGUST 31, 2013

Contact Information	
Auditor of Public Accounts	
Telephone: (402) 471-2111	FAX: (402) 471-3301
Website: www.auditors.nebraska.gov	
Questions - E-Mail: Deann.Haefner@nebraska.gov	

Submission Information - Adopted Budget Due by 9-20-2012	
1. Auditor of Public Accounts - PO Box 98917 - Lincoln, NE 68509	
Submit Adobe PDF Document via Website: http://www.auditors.nebraska.gov/	
2. County Board (SEC. 13-508), C/O County Clerk	
3. Nebraska Dept. of Education	

**AMOUNT OF PERSONAL AND
REAL PROPERTY TAX REQUIRED FOR:**

General Fund	Principal and Interest on Bonds	All Other Purposes	TOTAL
Bond Fund(s) [If More Than 1 Bond Fund - Total All Together]	\$ 513,616.16	\$ 5,153,263.58	\$ 5,153,263.58
Special Building Fund	\$ -	\$ -	\$ -
Qualified Capital Purpose Undertaking Fund	\$ 52,525.25	\$ 52,525.25	\$ 52,525.25
Total All Funds	\$ 513,616.16	\$ 5,205,788.83	\$ 5,719,404.99

Outstanding Bonded Indebtedness as of September 1, 2012 <i>(Include Bond Fund(s) and Qualified Capital Purpose Undertaking Fund)</i>	
\$ 7,505,000.00	Principal
\$ 3,903,343.00	Interest
\$ 11,408,343.00	Total Outstanding Bonded Indebtedness

Total Certified Valuation (All Counties) \$ 531,433,594
(Certification of Valuation(s) from County Assessor MUST be attached)

Report of Joint Public Agency & Interlocal Agreements	
Was this Subdivision involved in any Interlocal Agreements or Joint Public	YES NO
If YES Please submit Interlocal Agreement Report by December 31, 2012.	

SCHOOL SUPERINTENDENT/BOARD MEMBER	
Signature _____	
Printed Name: _____	
Mailing Address: _____	
City, Zip: _____	
Phone Number: _____	
E-Mail Address: _____	

A proposed Budget Summary and Notice of Hearing was duly:	<input checked="" type="checkbox"/> Published	<input type="checkbox"/> Posted
<i>(Check the method of notifying the Public of the Budget Hearing)</i>		
Has your School District held a successful election to override the levy limits provided in State Statute Section 77-3442, which is in effect for the 2012-2013 school fiscal year?		
(Please place an X in the appropriate box.)		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

BUDGET STATEMENT AND CERTIFICATION OF TAX

County-District # 78-0001
Ashland-Greenwood Public Schools

2012-2013 BUDGET ADOPTED

	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL BUDGET OF DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	NECESSARY CASH RESERVE (Column 8)	TOTAL REQUIREMENTS (Col 7 + Col 8) (Column 9)
General	4,448,869.00	8,131,421.00	5,101,731.00	13,233,152.00	1,500,000.00	10,960,479.00	12,460,479.00	772,673.00	13,233,152.00
Depreciation	338,283.00	338,283.00		338,283.00			338,283.00		338,283.00
Employee Benefit	18,742.00	148,742.00		148,742.00			148,742.00		148,742.00
Contingency	-	-		-			-		-
Activities	68,304.00	313,329.00		313,329.00			313,329.00		313,329.00
School Lunch	62,632.45	492,632.45		492,632.45			492,632.45		492,632.45
Bond	564,568.00	564,568.00	508,480.00	1,073,048.00			627,545.00	445,503.00	1,073,048.00
Special Building	1,247,880.00	1,247,880.00	-	1,247,880.00			1,247,880.00		1,247,880.00
Qualified Capital Purpose Undertaking	301.00	301.00	52,000.00	52,301.00			52,301.00		52,301.00
Cooperative	-	-		-			-		-
Student Fee	4,349.05	14,349.05		14,349.05			14,349.05		14,349.05
TOTAL ALL FUNDS	6,753,928.50	11,251,505.50	5,662,211.00	16,913,716.50	1,500,000.00	10,960,479.00	15,695,540.50	1,218,176.00	16,913,716.50

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

PERSONAL AND REAL PROPERTY TAX RECAP

	General Fund	Bond Fund(s) [Total Of All Bond Funds]	Special Building Fund	Qualified Capital Purpose Undertaking Fund
PERSONAL AND REAL PROPERTY TAXES FROM COLUMN 3 (Line A)	5,101,731.00	508,480.00	-	52,000.00
COUNTY TREASURER'S COMMISSION AT 1% OF COLUMN A (Line B)	51,532.58	5,136.16	-	525.25
DELINQUENT TAX ALLOWANCE (If over 5% of Line A, see instructions) (Line C)	-	-	-	-
TOTAL PERSONAL AND REAL PROPERTY TAXES (Line A + Line B + Line C) (Line D)	5,153,263.58	513,616.16	-	52,525.25

CERTIFIED STATE AID MOTOR VEHICLE TAXES

\$	2,346,352.00	\$	350,000.00
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COUNTY TREASURER'S BALANCE, 9-1-2012

448,869.00	64,568.00	-	-
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BUDGET STATEMENT

County-District # 78-0001

Ashland-Greenwood Public Schools

2011-2012 ACTUAL/ESTIMATED

	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE RESOURCES BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	4,548,780.53	7,751,128.00	4,400,000.00	12,151,128.00	1,117,524.00	6,584,735.00	7,702,259.00	4,448,869.00
Depreciation	338,283.00	338,283.00		338,283.00			-	338,283.00
Employee Benefit	18,732.00	138,742.00		138,742.00			120,000.00	18,742.00
Contingency	-	-		-			-	-
Activities	73,009.00	288,304.00		288,304.00			220,000.00	68,304.00
School Lunch	53,877.00	469,668.96		469,668.96			407,036.51	62,632.45
Bond	324,368.00	662,168.00	550,000.00	1,212,168.00			647,600.00	564,568.00
Special Building	1,426,502.00	1,501,880.00	-	1,501,880.00			254,000.00	1,247,880.00
Qualified Capital Purpose Undertaking	301.00	301.00	-	301.00			-	301.00
Cooperative	-	-		-			-	-
Student Fee	4,809.00	11,486.05		11,486.05			7,137.00	4,349.05
TOTAL ALL FUNDS	6,788,661.53	11,161,961.01	4,950,000.00	16,111,961.01	1,117,524.00	6,584,735.00	9,358,032.51	6,753,928.50

MOTOR VEHICLE TAXES
\$ 350,000.00

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

2010-2011 ACTUAL

	TOTAL BEGINNING BALANCE (Column 1)	TOTAL AVAILABLE BEFORE PROPERTY TAXES (Including Beginning Balances) (Column 2)	PERSONAL AND REAL PROPERTY TAXES (Column 3)	TOTAL RESOURCES AVAILABLE (Col 2 + Col 3) (Column 4)	TOTAL DISBURSEMENTS & TRANSFERS - SPECIAL EDUCATION (Column 5)	TOTAL DISBURSEMENTS & TRANSFERS - NON-SPECIAL EDUCATION (Column 6)	TOTAL DISBURSEMENTS & TRANSFERS (Col 5 + Col 6) (Column 7)	TOTAL ENDING BALANCE (Col 4 - Col 7) (Column 8)
General	4,203,272.69	7,702,411.66	4,497,232.49	12,199,644.15	731,457.49	6,919,406.13	7,650,863.62	4,548,780.53
Depreciation	419,357.00	420,038.00		420,038.00			81,755.00	338,283.00
Employee Benefit	23,100.00	132,784.00		132,784.00			114,052.00	18,732.00
Contingency	-	-		-			-	-
Activities	80,927.00	282,035.00		282,035.00			209,026.00	73,009.00
School Lunch	49,536.00	459,540.00		459,540.00			405,663.00	53,877.00
Bond	287,244.00	333,303.00	569,670.00	902,973.00			578,605.00	324,368.00
Special Building	4,145,188.00	4,152,490.00	-	4,152,490.00			2,725,988.00	1,426,502.00
Qualified Capital Purpose Undertaking	301.00	301.00	-	301.00			-	301.00
Cooperative	-	-		-			-	-
Student Fee	898.00	10,592.00		10,592.00			5,783.00	4,809.00
TOTAL ALL FUNDS	\$ 9,209,823.69	13,493,494.66	5,066,902.49	18,560,397.15	731,457.49	6,919,406.13	11,771,735.62	6,788,661.53

MOTOR VEHICLE TAXES
\$ 349,769.78

NOTE: Total Disbursements and Transfers (Column 7) is the sum of Column 5 and Column 6 for the General Fund only. For all other funds, numbers will pull automatically from the Worksheets.

CORRESPONDENCE INFORMATION

BOARD CHAIRPERSON

David Nygren

(Name of Board Chairperson)

1225 Clay Street

(Mailing Address)

Ashland 68003

(City & Zip Code)

402.944.2128

(Telephone Number)

(E-Mail Address)

PREPARER

Dr. Zachary G. Kassebaum, Superintendent

(Name and Title)

Ashland-Greenwood Public Schools

(Firm Name)

1225 Clay Street

(Mailing Address)

Ashland-Greenwood Public Schools

(City & Zip Code)

402-944-2128

(Telephone Number)

zach.kassebaum@agps.org

(E-Mail Address)

For Questions on this form, who should we contact (please check one): Contact will be via e-mail if supplied.

Board Chairperson

Preparer

Other Contact

OTHER CONTACT

(Name and Title)

(Firm Name)

(Mailing Address)

(City & Zip Code)

(Telephone Number)

(E-Mail Address)

SCHEDULE A GENERAL FUND LID EXCLUSIONS

County-District #

78-0001

Ashland-Greenwood Public Schools

Line No.		2012-2013 Amount Budgeted To Spend
1	Repairs to Infrastructure Damaged by a Natural Disaster: (List repair)	
2		
3		
4		
5		
6		
7		
8		
9	Total Repairs to Infrastructure Damaged by a Natural Disaster (Lines 1 through 8)	\$ -
10	Judgments: (List the types of judgments obtained against your School District to the extent such judgment is not paid by liability insurance)	
11		
12		
13		
14		
15		
16		
17	Total Judgments (Lines 11 through 16)	\$ -
18	Distance Education Courses	
19	Voluntary Termination Agreements (Must have been in place prior to July 1, 2009; or, the expenditures have been agreed to be paid on or after the last day of the 2010/11 school year and prior to the first day of the 2013/14 school year.)	
20	Retirement Contribution Increase (Through Fiscal Year 2016-2017)	
21	Total General Fund Lid Exclusions - To LC-2 Form (Line 9 + Line 17 + Line 18 + Line 19 + Line 20)	\$ -

Schedule B - Exclusions From the Levy Limitation

County-District #

78-0001

Ashland-Greenwood Public Schools

Line No.	General Fund (Column A)	Bond Fund (Column B)	Special Building Fund (Column C)	Qualified Capital Purpose Undertaking Fund (Column D)
1	\$ 5,153,263.58	\$ 513,616.16	\$ -	\$ 52,525.25
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
12				
13				
14				
15				
16				
17				
18				
19				
20				
21				
22				
23		\$ 380,000.00		
24		\$ 172,545.00		
25	\$ -	\$ 552,545.00	\$ -	\$ -
26	\$ -	\$ 5,581.26	\$ -	\$ -
27	\$ -	\$ 558,126.26	\$ -	\$ -
28	\$ 5,153,263.58	\$ -	\$ -	\$ 52,525.25

* Taxes levied by a school district on or after April 2, 2008, for the payment of the principal of, premium of, or interest on such a general obligation bond of such school district and the payment of all costs associated with membership in a risk management pool shall be subject to the levy limit.

Schedule C - Levy Limit Calculation

School Name: Ashland-Greenwood Public Schools
 County-District # 78-0001

NOTE: This Schedule is not provided for levy setting purposes.

Line No.	District Property Tax Request LESS Exclusions (Should agree to Line 28 of Schedule B) (Column A)	District Assessed Valuation (Column B)	Levy Subject to Limitation [(Column A / Column B) x 100] (Column C)
1	General Fund	531,433,594.00	0.969691
2	Bond Fund	531,433,594.00	-
3	Bond Fund K-8	531,433,594.00	-
4	Bond Fund 9-12	507,358,133.00	-
5	Bond Fund		-
6	Special Building Fund	531,433,594.00	-
7	Qualified Capital Purpose Undertaking Fund	\$ 52,525.25	0.009884
8	Qualified Capital Purpose Undertaking Fund K-8		-
9	Qualified Capital Purpose Undertaking Fund 9-12	\$	-
10	Learning Community General Fund Levy		
11	Learning Community Special Building Levy		
12	Total Levy Subject to Limitation (Total of Lines 1 through 11)		0.979575

NOTE: If the total levy, per this Schedule (Line 12, Column C), is \$1.05, or less, the levy limitation per State Statute Section 77-3442 has been met.

If Line 12, Column C, is greater than \$1.05 and you did not hold a successful election to override the levy, you are in violation of the levy lid. The school district must reduce property taxes to meet the levy limitation.

If Line 12, Column C, is greater than \$1.05 and you held a successful election to override the levy, which is in effect for the 2012-2013 school fiscal year, you must attach a copy of the election ballot and the certified election returns to your budget.

Qualified Capital Purpose Undertaking Fund Levy. A district may only exceed the maximum levy of five and one-fifth cents per one hundred dollars of taxable valuation in any year if (i) the taxable valuation of the district is lower than the taxable valuation in the year in which the district last issued capital purpose undertaking bonds or (ii) such maximum levy is insufficient to meet the annual principal and interest obligations for all capital purpose undertaking bonds. (Statute 79-10,110).

Learning Community Member Schools - The total levy, which must be \$1.05 or less, includes the Learning Community General Fund, Learning Community Special Building Fund, School District General Fund, and School District Special Building Fund.

NOTE: *The sole purpose of this Schedule is to determine if the School District has met the levy limitation. This Schedule is not provided for levy setting purposes. Please note that because the property tax request (per this Schedule) does not include the property tax request attributable to the exclusion items, the levy (per this Schedule) may not reflect the levy set by your County Board of Equalization.*

REMINDER: School districts that have combined levies greater than \$1.20 or the combined levies that exceeded the maximum levy approved at a special election may be subject to petitions for the free holding of territory. Combined levies do not include levies for bonded indebtedness approved by the voters of a school district or levies for the refinancing of such bonded indebtedness.

NOTICE OF BUDGET HEARING AND BUDGET SUMMARY

State of Nebraska
Budget Form - NBH-School District
 Statement of Publication

Ashland-Greenwood Public Schools (78-0001) in Saunders County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Sections 13-501 to 13-513, that the governing body will meet on the 3 day of September, 2012 at 7:30 o'clock, P.M., at Conference Room Ashland-Greenwood High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to the following proposed budget and to consider amendments relative thereto. The budget detail is available at the office of the Clerk/Secretary during regular business hours.

K. Korman

Clerk/Secretary

FUNDS	Actual Disbursements & Transfers	Actual/Estimated Disbursements & Transfers	Budgeted Disbursements & Transfers	Necessary Cash Reserve (4)	Total Available Resources Before Property Taxes (5)	Fee and Delinquent Tax Allowance (6)	Total Personal and Real Property Tax Requirement (7)
	2010-2011 (1)	2011-2012 (2)	2012-2013 (3)				
General	\$ 7,650,863.62	\$ 7,702,259.00	\$ 12,460,479.00	\$ 772,673.00	\$ 8,131,421.00	\$ 51,532.58	\$ 5,153,263.58
Depreciation	\$ 81,755.00	\$ -	\$ 338,283.00		\$ 338,283.00		
Employee Benefit	\$ 114,052.00	\$ 120,000.00	\$ 148,742.00	\$ -	\$ 148,742.00		
Contingency	\$ -	\$ -	\$ -		\$ -		
Activities	\$ 209,026.00	\$ 220,000.00	\$ 313,329.00	\$ -	\$ 313,329.00		
School Lunch	\$ 405,663.00	\$ 407,036.51	\$ 492,632.45	\$ -	\$ 492,632.45		
Bond	\$ 578,605.00	\$ 647,600.00	\$ 627,545.00	\$ 445,503.00	\$ 564,568.00	\$ 5,136.16	\$ 513,616.16
Special Building	\$ 2,725,988.00	\$ 254,000.00	\$ 1,247,880.00		\$ 1,247,880.00	\$ -	\$ -
Qualified Capital Purpose Undertaking	\$ -	\$ -	\$ 52,301.00	\$ -	\$ 301.00	\$ 525.25	\$ 52,525.25
Cooperative	\$ -	\$ -	\$ -	\$ -	\$ -		
Student Fee	\$ 5,783.00	\$ 7,137.00	\$ 14,349.05	\$ -	\$ 14,349.05		
TOTALS	\$ 11,771,735.62	\$ 9,358,032.51	\$ 15,695,540.50	\$ 1,218,176.00	\$ 11,251,505.50	\$ 57,193.99	\$ 5,719,404.99

Total Personal and Real Property Tax Requirement For Bonds
\$ 513,616.16

Total Personal and Real Property Tax Requirement for ALL Other
\$ 5,205,788.83

Notice of Special Hearing To Set Final Tax Request

Ashland-Greenwood Public Schools (78-0001) in Saunders County, Nebraska

PUBLIC NOTICE is hereby given, in compliance with the provisions of State Statute Section 77-1601.02, that the governing body will meet on the 3 day of September 2012 at 7:45 o'clock P.M., at Conference Room Ashland-Greenwood High School for the purpose of hearing support, opposition, criticism, suggestions or observations of taxpayers relating to setting the final tax request at a different amount than the prior year tax request.

2011/12 Budget Information

2012/13 Budget Information

Fund	2011-2012 Property Tax Request	2011 Tax Rate	Property Tax Rate (2011-2012 Request Divided By 2012 Valuation)	2012-2013 Proposed Property Tax Request	Proposed 2012 Tax Rate
General Fund	4,789,194.90	0.959553	0.901184	5,153,263.58	0.969691
Bond Fund(s) K - 12 #1 ELM,			0.000000	-	0.000000
Bond Fund(s) K - 8 #1 94 AFF	190,908.90	0.399030	0.035923	60,170.87	0.011860
Bond Fund(s) 9 - 12 #1 refunded	75,757.50	0.015179	0.014255	24,183.19	0.004551
Bond Fund 2009 / 2012R	322,222.48	0.064560	0.060633	417,171.30	0.078499
Special Building Fund			0.000000	-	0.000000
Qualified Capital Purpose Undertaking Fund K - 12			0.000000	52,525.25	0.009884
Qualified Capital Purpose Undertaking Fund K - 8			0.000000		0.000000
Qualified Capital Purpose Undertaking Fund 9 - 12			0.000000		0.000000

**2012 Tax Request Resolution
for
Saunders County School District 0001
A/K/A Ashland-Greenwood Public Schools**

WHEREAS, public notice was given at least five days in advance of a Special Public Hearing called for the purpose of discussing and approving or modifying the District's Tax Requests for **2012-13** school fiscal year for the General Fund, Bond Fund, and Special Building Fund of Saunders County School District 0001; and,

WHEREAS, such Special Public Hearing was held before the Board of Education (hereinafter "the Board") of Saunders County School District 0001 (hereinafter "the District") at the time, date, and place announced in the notice published in a newspaper of general circulation, a copy of which notice and proof of publication of which is attached hereto as Exhibit A, all as required by law; and,

WHEREAS, the Board provided an opportunity to receive comment, information and evidence from persons in attendance at such Special Hearing; and,

WHEREAS, the Board, after having reviewed the District's Tax Requests for each said fund, and after public consideration of the matter, has determined that the Final Tax Requests as listed below are necessary in order to carry out the functions of the District, as determined by the Board for the **2012-13** school fiscal year.

NOW BE IT THEREFORE RESOLVED that (1) the Tax Request for the **General Fund** should be, and hereby is set at **\$5,153,263.00** for the **2012-13** school fiscal year; (2) the Tax Request for the **Bond Fund** should be, and hereby is set at **\$60,170.87** for the **ELM K-8 Bond** and **\$24,183.19** for the **Affiliated Bond AFF 9-12** and **\$417,171.30** for the **Bond Fund 2009/2012R (refunded)** for the **2012-13** fiscal year; (3) the Tax Request for the **Qualified Capital Purpose Fund** should be **\$52,525.25.00** for the **2012-13** fiscal year, and (4) the Tax Request for the **Special Building Fund** should be, and hereby is set at **\$0** for the **2012-13** fiscal year.

The motion having been read in its entirety, Member _____ moved and Member _____ seconded to adopt the resolution as presented. Upon roll call vote members _____
_____ voted in favor of the resolution, members _____ voted in opposition to the motion and members _____ were absent or did not vote.

The undersigned herewith certifies, as Secretary of the Board of Education of Saunders County School District 0001, that the above Resolution was duly adopted by a majority of said Board at a duly constituted public meeting of said Board.

_____, Secretary

**Proposed Tax Askings and Property Tax Levies
Ashland-Greenwood Public Schools Budget 2012-13**

Tax Requests Proposed Fund	2008-09	2009-10	2010-11	2011-12	Proposed 2012-13 Lid Applic	Proposed 2012-13 Lid Exempt	Proposed 2012-13 Total
General Operating Fund (District I Only)	\$4,039,343	\$4,373,291	\$4,531,189	\$4,789,194.90	\$5,153,263.00		\$5,153,263.00
Building/Sinking Fund	\$323,200						
Bond Fund - 94 Issue ELM K-8	\$202,000	\$202,000	\$190,890	\$190,908.90		\$60,170.87	\$60,170.87
Bond Fund - 94 Issue AFF 9-12	\$75,750	\$75,750	\$73,730	\$75,757.50		\$24,183.19	\$24,183.19
Bond Fund - 09 Issue		\$373,700	\$322,190	\$322,221.90		\$417,171.30	\$417,171.30
Totals	\$4,640,293	\$5,024,741	\$5,117,999	\$5,378,083.20	\$5,153,263.00	\$501,525.36	\$5,654,788.36

Tax Levies Projected Fund	2008-09	2009-10	2010-11	2011-2012	Proposed 2012-13 Lid Applic	Proposed 2012-13 Lid Exempt	Proposed 2012-13 Total
District 1 General Fund Request	\$0.95000	\$0.95000	\$0.96295	\$0.95955	\$0.96969		\$0.96969
Building/Sinking Fund	\$0.07601		\$0.00000				\$0.00000
Bond Fund #2 - 94 Issue ELM K-8	\$0.04943	\$0.04565	\$0.04219	\$0.03990		\$0.01186	\$0.01186
Bond Fund #3 - 94 Issue AFF 9-12	\$0.01782	\$0.01646	\$0.01567	\$0.01518		\$0.00455	\$0.00455
Bond Fund - 09 Issue		\$0.07032	\$0.06847	\$0.06456		\$0.07850	\$0.07850
Total Levy for Affiliated System	1.0933	1.0824	1.0893	\$1.0792	\$0.9697	\$0.0949	\$1.0646

Property Valuations Fund	2008-09 Valuation	2009-10 Valuation	2010-11 Valuation	2011-12 Valuation	2012-13 Estimated/Actual Valuation
General, Building & Bond #3 Funds	\$425,193,963	\$460,346,394	\$470,550,600	\$499,106,872	\$531,433,594
Bond Fund #2	\$408,626,584	\$442,473,659	\$452,480,253	\$478,430,631	\$507,358,133
Building Fund	\$425,193,963				

Total Levy with ALL FUNDS considered \$1.0745
This represents a levy of .009884 into the Qualified Ca. Purp. Fund

**INTERLOCAL AGREEMENT
BALL FIELD USE AND MAINTENANCE AGREEMENT**

This Agreement made and entered into by and between SAUNDERS COUNTY SCHOOL DISTRICT 78-0001, A/K/A ASHLAND-GREENWOOD PUBLIC SCHOOLS, party of the first part, hereinafter referred to as "School District", and CITY OF ASHLAND, SAUNDERS COUNTY, NEBRASKA, a municipal corporation, party of the second part, hereinafter referred to as "City".

WHEREAS, the Interlocal Cooperation Agreement Act, Neb. Rev. Stat. §13-801 through §13-827, provides that two or more public entities may enter into an agreement for joint or cooperative action, and this Agreement is made and entered into pursuant to the provisions of that Act; and

WHEREAS, the School District is the owner of [insert legal description of school district ball park property], hereinafter referred to as "School District Property" and the City is the owner of [insert legal description of city ball park property], hereinafter referred to as "City Property", which abuts said School District Property on the north side; and

WHEREAS, the School District and the City have jointly determined that it is in the public interest that they jointly operate and maintain the School District Property and the City Property, collectively referred to as the "Ball Park" for the use of the students and staff of the Ashland-Greenwood Public Schools during the school day and for extra-curricular activities, and for the use of the general public during non-school hours.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by the parties hereto as follows:

1. **Duration:** This Agreement shall be in force for the period commencing on August 1, 2006, and continuing through July 31, 2012.

2. **Organization and Administration:** A separate legal entity will not be created, but shall be administered by a joint committee made up of two (2) members of the Board of Education of the School District and a representative appointed by the Board of Education, and two (2) members of the City Council and a representative appointed by the City (hereinafter referred to as the Ball Park Grounds Committee). The Ball Park Grounds Committee will meet as necessary to administer the operations and maintenance program and to make appropriate adjustments of this joint venture for the Ball Park Property as may be required from time to time. The make-up of the Ball Park Grounds Committee may be changed from time to time by any party appointing such committee members upon no less than seven (7) days advance written notice to the other party. The Committee shall confer no less often than two times per year to discuss any matters pertinent to this Agreement and in particular shall discuss the condition and maintenance of equipment and grounds, and the need for new or replacement equipment.

3. **Purpose:** The purpose of this joint action is to provide for the operation and maintenance of the ball field located on the Ball Park property to provide properly improved and maintained ballfields for the curricular and extra-curricular activities of the School District and the recreational activities of the residents of the community served by the City, and to permit maximum use thereof so that both School District and City may fulfill their responsibilities to the public at a lesser cost than if each acted independently.

4. **Manner of Financing:**

A. **Provision of Park Land:** The City is the owner in fee simple of the City Property. The School District is the owner in fee simple of the School District Property. The School District shall have the exclusive use of the Park Land during school hours, and the City shall have access and use by the general public during non-school hours.

B. **Provision of Maintenance and Improvements to Property, Equipment and Fixtures:** Recommendations regarding the nature and extent of the maintenance, repair and replacement of such equipment, fixtures and structures or improvements to the Ball Park Property shall be made by the Committee. The Committee shall make recommendations to the respective governing boards of the School District and City, who shall seek to mutually agree on any such expenditures. If agreement cannot be reached, the Board and Education and the City Council shall meet at a joint meeting to discuss the differences and seek consensus. The City agrees to pay 80% and the School District agrees to pay 20% of the following actual expenses mutually agreed upon by the City Council and the School Board associated with the maintenance, repair and replacement of such equipment, fixtures and structures or improvements to the Ball Park Property, or any other ratio that from time to time may be agreed to by both parties to this agreement, to-wit:

(1) **Maintenance Costs:** All costs for the maintenance and repair or replacement of structures and fixtures on the Ball Park Property approved by the Committee, including but not limited to cleaning and painting of dugouts, maintenance and repair of back-stops, perimeter fences, benches and bleachers; provided that each party shall be responsible for the dragging and lining of all fields (including the lime spreader and the lime) and the provision of bases and other playing equipment; also, the city shall take responsibility for mowing all grounds except that the school district shall be responsible for mowing those fields and surrounding properties used by the school during the period in which it has NSAA sponsored school activities using the facilities.

(2) **Replacement Equipment and Fixtures:** All costs for the purchase and installation of replacement playing field fixtures (including back stops, goals and dugouts, and the like), provided that all such play ground equipment shall be safety approved under all applicable city, county, state or federal regulations; and,

3) **Work By Outside Organizations:** Nothing in this agreement prohibits the City or the School District to fulfill their requirements for field maintenance through the use of volunteers or voluntary donations. Volunteer work and donations shall not be considered an actual expense in the operation of the facilities.

C. **Selection and Installation of Equipment, and Construction of Facilities:** The School District hereby grants to the City the right to make the initial selection of the equipment and fixtures for the Ball Park Property, and to construct, install and maintain on the Ball Park Property such playing fields (including backstops, goals, dugouts), and restroom facilities subject to the School District's approval, which approval shall not be unreasonably withheld. The assignment for all costs for new equipment and or park improvements shall be approved in advance by the City and the School District.

D. **Income from Operation of Ball Park Property:** Any income from the operation of the Ball Park Property collected from the use of same by the School District shall be the sole property of the School District; and, any income from the operation of the Ball Park Property collected from the use of same by the City shall be the sole property of the City.

6. **Use and Governance of Use:** The City shall exercise that degree of control and supervision that is reasonably necessary for the effective management and use of said Ball Park Property. Such control and supervision will include, but not be limited to, the establishment of rules and regulations for the safety of participants and maintenance of the facilities, and suspension of participant from the Ball Park Property facilities and grounds in accordance with rules and regulations so established by in consultation with the Board of Education of the School District. Notwithstanding the forgoing, during the period of designated by the Nebraska School Activities Association (NSAA) as the "Softball Season", generally August 15 through October 31 of each year the School District shall have priority for the use of the Ball Park Property.

7. **Possible Future Use for Baseball**

If the school district adds high school baseball as an activity the School District shall have priority for the use of the Ball Park Property during the NSAA "High School Baseball Season, generally March 1 through May 31 of each year. The district share of maintenance for the facility as described in Paragraph 4.B. shall be increased to 40%. All other costs and responsibilities shall remain the same.

8. **Indemnification and Insurance:** The School District hereby agrees to indemnify and hold harmless, to the fullest extent allowed by law, the City and their agents and employees against all losses, claims, damages, and expenses, including attorneys' fees, arising out of, or resulting from, the use of the Ball Park Property by the School District. It is further understood, and agreed, that the City agrees to indemnify and hold harmless, to the fullest extent allowed by law, the School District, its agents and employees from, and against all losses, claims, damages,

and expenses, including attorneys' fees arising out of, or resulting from, the use of the Ball Park Property by the City. Both parties agree to provide at their own expense liability insurance to indemnify themselves in the event that they become liable for the payment of a judgment based upon their acts or omissions, or the acts or omissions of their agents or employees in performing this Agreement.

9. **Modification:** This Agreement may be modified by written agreement of the parties.

10. **Termination and Disposition of Property:** This Agreement may not be terminated by either party during its initial term. Upon the completion of the initial term of this Agreement, the agreement shall be extended for seven additional years unless either party provides notice to the other party at least 90 days prior to the end of the term that they intend not to renew this agreement. Upon termination of the agreement any improvements to property shall become the property of the owner upon whose property said improvements were made. Any equipment not attached to the property but purchased under this agreement shall be sold at public auction and the proceeds shall be divided proportionally according to the proportion in which expenditures were assigned in Paragraph 4 Subparagraph B at the time of the termination of this agreement.

11. **Assignment:** This Agreement shall be binding upon, and inure to, the benefit of the Parties and their successors or assigns; provided, this Agreement shall not be assigned or otherwise transferred to a third party without the prior written consent of the other Parties hereto.

12. **Notices:** All notices, or other communications, which are required or permitted herein shall be in writing and sufficient if delivered personally, sent by facsimile transmission followed by written confirmation of receipt, sent by overnight commercial air courier (such as Federal Express), or sent by registered or certified mail, postage prepaid, return receipt requested, to the parties at their addresses or facsimile numbers set forth on Exhibit "B" hereto (which exhibit may be changed from time to time by notice of either party).

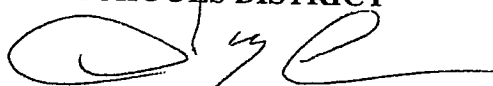
13. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the statutory and decisional law of the State of Nebraska.

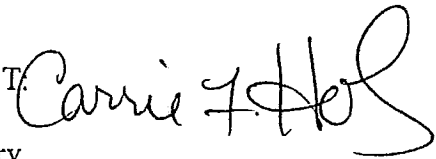
14. **Entire Agreement:** This Agreement constitutes the entire Agreement of the parties with respect to this subject matter hereof. All prior agreements, representations, statements, and negotiations are hereby superseded. This Agreement may be amended only by a writing executed by both parties.

15. **Effective Date:** This Agreement shall be executed in triplicate originals, and the Effective Date shall be August 1, 2006. All requirements for periodic meetings, or action, shall date from the Effective Date of this Agreement.

EXECUTED this 19th day of June, 2006.

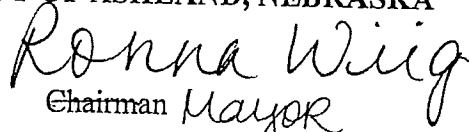
SAUNDERS COUNTY SCHOOL DISTRICT
78-0001 A/K/A ASHLAND-GREENWOOD
PUBLIC SCHOOLS DISTRICT

By: 
President, Board of Education

ATTEST: 
Secretary

EXECUTED this 21st day of July, 2006.

CITY OF ASHLAND, NEBRASKA

By: 
Chairman Mayor

ATTEST:

Clerk