

Des Moines Area Community College

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Board of Directors Meeting Minutes

2-13-1991

Board of Directors Meeting Minutes (February 13, 1991)

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Feb. 13, 1991

DES MOINES AREA COMMUNITY COLLEGE

Regular Board Meeting
February 13, 1991
Building 1 - Room 30 - Ankeny Campus

A G E N D A

1. Call to order - 4:00 p.m.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consideration of minutes of January 9, 1991 regular board meeting and the January 19, 1991 Working/Planning session.
6. Presentation of preliminary plans for Carroll Campus expansion.
7. Approve for filing and publication, proposed FY1991-92 General and Plant Fund budgets (Funds 1, 2 and 7), and establish the time, place and date for a public hearing on said budgets.
8. Consideration of a lease contract with Merit Leasing for the land used by the DMACC Transportation Institute.
9. Consideration of a listing of proposed capital projects for the final four years of the current ten-year Plant Fund Levy.
10. Consideration of Human Resources report.
11. Consideration of Payables.
12. Presentation of Financial report.
13. President's report.
14. Board members' reports.
15. Closed session - litigation.
16. Information Items:
 - A. February 24-26 - ACCT Legislative Seminar - Washington D.C.
 - B. March 6 - Regular Board Meeting - Ankeny
17. Adjournment.

DES MOINES AREA COMMUNITY COLLEGE
2006 South Ankeny Boulevard
Ankeny, Iowa

REGULAR MEETING
February 13, 1991

The regular meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus, on February 13, 1991. The meeting was called to order at 4 p.m., by Board President Sue Clouser.

ROLL CALL

Members Present:

DeVere Bendixen	Eldon Leonard
Sue Clouser	Gerry Pecinovsky
Lloyd Courter	*Doug Shull
*Dick Johnson	Nancy Wolf

Members Absent:

Harold Belken

Others Present:

Joseph A. Borgen, President
Helen M. Harris, Board Secretary
Arnie Fisher, RDG Bussard Dikis, Inc.
Other interested DMACC staff and area residents

APPROVAL OF
TENTATIVE AGENDA

A motion to approve the tentative agenda as presented was made by N. Wolf, seconded by D. Bendixen.

Motion passed unanimously.

*BOARD MEMBERS SHULL AND JOHNSON ARRIVE

PUBLIC COMMENTS

John Nelson, Director of Automotive and Diesel, was introduced to the board by Chuck McFarlin, Dean, I & T.

APPROVAL OF MINUTES

E. Leonard moved that the minutes of the January 9, 1991 regular board meeting and the January 19, 1991, Working/Planning session, be approved as presented. Second by D. Shull.

Motion passed unanimously.

CARROLL CAMPUS
EXPANSION-APPROVAL
OF SCHEMATIC PLAN

Jim Knott, Dean of the DMACC Carroll Campus commented on meetings held with various community groups regarding the proposed Carroll Campus expansion. Arnie Fisher of RDG Bussard/Dikis, Inc., presented a plan/design of the Carroll expansion. A motion was made by L. Courter, seconded by E. Leonard, that the board approve the schematic design of the proposed expansion, and that the architect proceed with developing the plans, specifications and estimated costs. A copy of the architect's design is Attachment #1 to these minutes.

Motion passed unanimously.

APPROVE FILING,
PUBLICATION,
PROPOSED FY91-92
BUDGETS

Following discussion of the FY1991-92 proposed budget, a motion was made by D. Shull, seconded by E. Leonard, that the proposed FY1991-92 General and Plant Fund Budgets (Funds 1, 2, and 7), be approved for filing and publication, and that March 6, 1991, 4 p.m., Building 1, Room 30, DMACC Ankeny Campus, be established as the time and place for a public hearing on said budgets, and that the Board Secretary be directed to publish the required notices and estimate summary as required by law. A copy of said publication is Attachment #2 to these minutes.

Motion passed unanimously.

APPROVAL OF LEASE
CONTRACT/MERIT
LEASING &
TRANSPORTATION
INSTITUTE.

It was moved by E. Leonard, seconded by D. Johnson, that the board approve a Lease Agreement as shown in Attachment #3 to these minutes, for lease of property from Merit Leasing Company, PO Box 3350, Des Moines, Iowa. This property will be used for training purposes of the DMACC Transportation Institute.

Motion passed unanimously.

APPROVAL OF PROPOSED
CAPITAL PROJECTS/
CURRENT LEVY

E. Leonard made a motion that the board approve the proposed capital projects for the final four years of the current 10-year plant fund levy, as shown in Attachment #4 to these minutes. Second by D. Shull.

Motion passed unanimously.

APPROVAL OF HUMAN
RESOURCES REPORT

A motion was made by L. Courter, seconded by D. Bendixen, that the board approve the following personnel items:

Contract changes

Ocker, Mary - Instructional Assistant, Academic Achievement, Grade 10 to Administrative Secretary I, Grade 8. Annual salary \$20,507. Effective January 28, 1991.

Early Retirement

Wheeler, Bette - Custodian, Physical Plant, Effective June 30, 1991. To be paid in two equal payments on July 1, 1991 and June 1, 1992 for a total of \$2,805.

New Personnel

Griffiths, Martha - Instructor, English, Boone Campus. Annual salary \$22,030. Effective January 9, 1991. Continuing contract with certified faculty, probationary.

LaVille, Janet - Instructor, English, Boone Campus. Annual salary \$26,642. Effective January 9, 1991. Continuing contract with certified faculty, probationary.

Nelson, John - Director, Automotive and Diesel Education & Training. Industrial & Technical. Annual salary \$44,000. Effective February 1, 1991. Continuing contract with administrative staff.

Odgaard, Deborah - Instructor, Medical Assistant, Health & Public Services. Annual salary \$26,642. Effective January 22, 1991; spring term only. Ends May 9, 1991. Continuing contract with certified faculty, probationary.

Rathe, Dean - Coordinator, Special Services Program, Urban Campus. Annual salary \$28,000. Effective January 18, 1991. Specially funded through June 30, 1991. Employment agreement with professional staff.

Motion passed unanimously.

APPROVAL OF PAYABLES Approval of the payables as presented in Attachment #5 to these minutes was made by E. Leonard, seconded by D. Bendixen.

Motion passed unanimously.

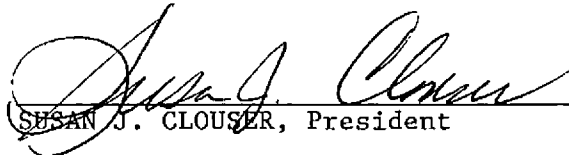
FINANCIAL REPORT The January 31, 1991, Financial report was presented by Darrell Roberts, Vice President of Business Services. A copy of said report is Attachment #6 to these minutes. Mr. Roberts commented on the audit of the DMACC financial statement for the year ended June 30, 1990, which was previously distributed to the board.

BOARD REPORTS The February 8, 1991, IACCT meeting was attended by L. Courter in the absence of S. Clouser, DMACC representative to the Association. Mr. Courter voiced his displeasure of the budget presentation of the IACCT and suggested that DMACC withhold payment of the 1991-92 annual dues when they become payable, unless the Association produces a line item budget for all community college board members to review.

CLOSED SESSION No closed session was held.

ADJOURNMENT A motion for adjournment was made by E. Leonard, seconded by D. Bendixen.

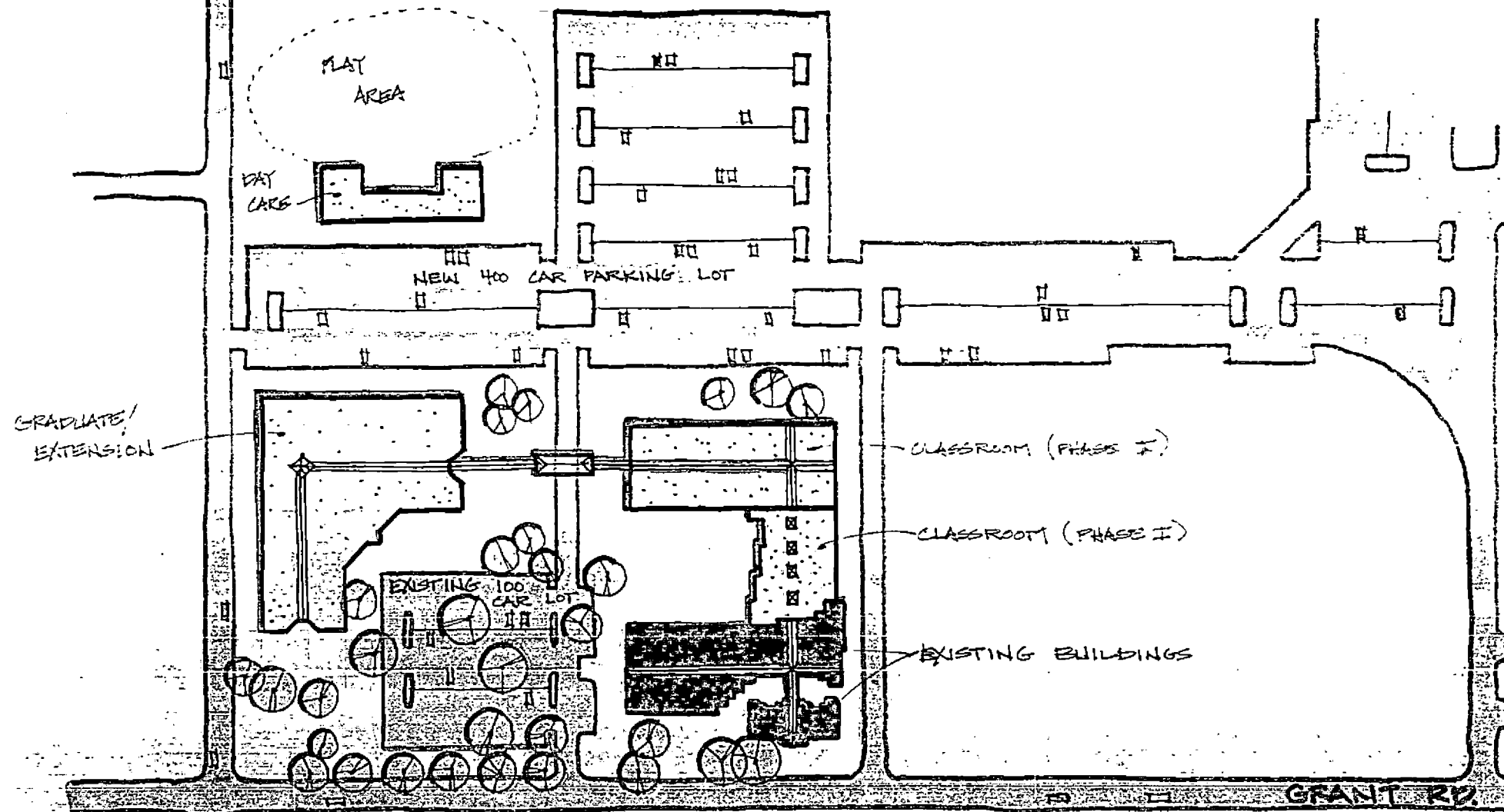
Motion passed unanimously, and at 5:15 p.m., Board President Clouser adjourned the meeting.



SUSAN J. CLOUSER, President



HELEN M. HARRIS, Board Secretary



ATTACHMENT #1
 Regular Meeting
 February 13, 1991

DC Memorandum
Des Moines Area Community College

ATTACHMENT #2
Regular Meeting
February 13, 1991

DATE: January 14, 1991

TO: Darrell Roberts
Vice President, Business Services

FROM: Irv Steinberg *ISW A*
Controller

RE: Board Agenda Items for February 13, 1991 Meeting

Item: Approve for filing and publication the proposed FY 1991-92 General and Plant Fund Budgets (Funds 1, 2, and 7), and establish the time, place, and date for the public hearing on said budgets.

Rationale:

State law requires that final adoption of proposed budgets for General and Plant Funds be accomplished by local Boards prior to March 15th of year preceding start of new budget year. Prior to this final adoption, a public hearing on the proposed budget must be held, and a date set for this hearing to allow a publication notice to be printed at least 10 days before the hearing.

*Approved for agenda
D. Roberts*

REC-
JAN 15 1991
BUSINESS

BUDGET ESTIMATE

Fiscal Year July 1, 1991 - June 30, 1992

MERGED AREA SCHOOL XI Des Moines Area Community College

The Board of Directors of Merged Area School # XI in the counties of

Table listing counties: Fair, Cass, Greene, Jasper, Marion, Shelby, Audubon, Clarke, Guthrie, Lucas, Marshall, Story, Boone, Crawford, Hamilton, Madison, Polk, Warren, Carroll, Dallas, Hardin, Mahaska, Poweshiek.

Des Moines Area Comm College, Ankeny

In Iowa will conduct a public hearing on the proposed 1991-92 budget at Campus, Room 30, Bldg #1

2006 S Ankeny Blvd, Ankeny IA on March 6, 1991, beginning at 4:00 o'clock P.m.

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of budget receipts and expenditures on file with the Board Secretary. Copies of the Supplemental Detail (Schedule 633-A) will be furnished to any taxpayer upon request.

February 13, 1991 /s/ Helen M Harris, Secretary

BUDGET ESTIMATE SUMMARY

Table with columns: FUNDS, A (FYE 6-30-90 Actual), B (FYE 6-30-91 Actual and Estimated), C (FYE 6-30-92 Proposed), D (Estimated Fund Balance [Reserve] [7-1-92]), E (Estimated Balance and All Other Receipts), F (Estimated Amount [C+D-E] Necessary To Be Raised By Taxation). Rows include Restricted, Unemployment, Tort Liab., Insurance, Early Retirement, Equip. Repl., Cash Res., Standby, Total/General, Plant, Bonds & Int., Grand Total.

Estimated Taxation Rate per \$1,000 valuation \$.4745

INSTRUCTIONS

Only the notice and budget estimate summary are to be published. Schedule 633-A Supplemental Detail is to be completed before transferring details to Form 633 and to provide copies for any interested taxpayer and for attachment to certified budget copies. File one copy of proof of publication with the control county auditor. Amounts published in column C control expenditures and represent maximum expenditures authorized by law for certification.

ENTRY RECORD OF CONSIDERATION AND FILING OF ESTIMATE

On [blank], 1991, the Board of Directors of Merged Area # [blank] met to consider and approve for filing and publication the proposed budget for the ensuing year. A quorum was present. The Board of Directors fixed the date and place for the public hearing on [blank], 1991 at [blank] o'clock [blank] P.m. in [blank] County, Iowa.

The Secretary was directed to publish the required notices and estimate summary as required by law.

/s/ [blank], President /s/ [blank], Secretary

LEASE

THIS AGREEMENT is entered into as of November 1, 1990, by and between MERIT LEASING COMPANY ("Landlord") whose address, for the purpose of this Lease, is P. O. Box 3350, Des Moines, Iowa 50316-3350, and DES MOINES AREA COMMUNITY COLLEGE ("Tenant"), whose address, for the purpose of this Lease, is 2006 S. Ankeny Boulevard, Ankeny, Iowa 50021.

RECITALS:

The Landlord is the owner of certain real property located in Polk County, Iowa, more particularly described in Exhibit "A" attached hereto and made a part hereof ("Landlord's Property"). Tenant desires to lease from Landlord a portion of Landlord's Property (the "Open Area") for the exclusive use of the Tenant and also desires to lease from Landlord a separate portion of Landlord's Property (the "Building Site"), on a non-exclusive basis, including the use of a portion of the building located thereon. The Building Site consists of a multiple tenant building and the adjacent grounds. The Open Area and the Building Site are more particularly identified on Exhibit "B" attached hereto and made a part hereof. Collectively, such property shall be referred to as the "Leased Premises". The parties hereto desire to reduce to writing their understanding relative to the Leased Premises.

THEREFORE, IT IS AGREED AS FOLLOWS:

1. Premises and Term. Landlord hereby leases to Tenant the Leased Premises and all rights, easements and appurtenances belonging thereto as herein provided for a term beginning on November 1, 1990, ending on October 31, 1995. Tenant shall have the option to extend the term of the Lease for one additional five-year renewal period commencing upon the expiration of the original term and extending until October 31, 2000, provided, however, Tenant must notify Landlord, in writing, at least six months prior to the expiration of the original term of its intent to renew and extend the Lease term. Base rental during the renewal term shall be \$7,010.00 per month.

2. Base Rent. Tenant initially agrees to pay Landlord as base rent for the Open Area portion of the Leased Premises the sum of \$7,010.00 per month, in advance, commencing on the first day of the lease term and on the first day of each month thereafter during the term of this Lease or any renewal extension thereof provided, however, the base rent Tenant shall pay hereunder shall increase to \$7,510.00 per month effective November 1, 1991; \$8,010 per month effective November 1, 1992; \$8,510.00 per month effective November 1, 1993; \$9,010.00 per month effective November 1, 1994. Base rent during the renewal period shall decrease to \$7,010.00 per month. In addition to such base rent, Tenant shall also pay additional rent and other sums as hereinafter provided.

All base rent, additional rent, and other sums provided for herein to be paid to Landlord shall be paid to Landlord at the Landlord's address set forth herein or such other place as Landlord may designate in writing. Delinquent payments of any such sums shall draw interest at the rate of eighteen (18) percent per annum until paid.

3. Possession. Tenant shall be entitled to exclusive possession of the Open Area and non-exclusive possession of the Building Site on the first day of the Lease term and shall yield possession thereof to Landlord at the termination of the Lease provided, however, Tenant's non-exclusive use of the Building

Site shall be as described on Exhibit "C" attached hereto and may be terminated by Landlord upon 30 days' prior written notice to Tenant. Upon such termination, the charges for utilities and services referred to in Paragraph 6 hereof shall cease, but the Lease shall otherwise continue in full force and effect.

4. Use. Tenant shall use the Leased Premises only for conduct of its educational activities.

5. Care and Maintenance of Leased Premises. Tenant takes the Leased Premises "as is," provided that the Landlord shall be responsible for maintaining the structural parts of the building located on the Building Site including the roof, exterior walls, foundation, sewer, plumbing, heating, wiring, air conditioning and plate glass in good repair and condition except where the same are damaged by the misuse or negligence of Tenant, its agents, employees or invitees in which case the cost of such repair shall be borne by the Tenant. Landlord shall not be liable for failure to make any such repairs or replacements unless Landlord fails to do so within a reasonable time after written notice from Tenant. Except for Landlord's obligations hereunder, Tenant shall maintain the Leased Premises in a reasonably safe, serviceable, clean and presentable condition and, except for repairs and replacements provided to be made by Landlord, Tenant shall make all necessary repairs, replacements and improvements to the Leased Premises including all changes, alterations or additions ordered by any lawfully constituted government authority directly related to Tenant's use of the Leased Premises. In no event, however, shall Tenant make any structural changes or alterations in the building located on the Building Site without the prior written consent of Landlord.

6. Utilities and Services. For so long as the building which is included in the Leased Premises is occupied in part by the Landlord or any third party, all utilities servicing the building shall be paid by Landlord and Landlord shall provide Tenant with certain other services as set forth in Exhibit "D" attached hereto provided, however, Tenant shall reimburse Landlord at the rates specified in Exhibit "D" as its agreed share of the costs of such utilities and services, such amount to be paid monthly, in advance, on the first day of each month during the Lease term or any renewal thereof. In the event the building shall cease to be occupied in part by the Landlord or any third party, then commencing with the first day of the next ensuing month, Landlord's obligation to provide such utilities and services shall cease, and Tenant shall be solely responsible for the costs of all utilities and such services and shall pay such costs directly to the utility companies or other entities providing such services. All utility and other services for the Open Area shall be provided directly to the Tenant by the utility companies or other entities providing such services solely at Tenant's expense.

7. Surrender. Upon the termination of this Lease, Tenant will surrender the Leased Premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession beyond the term of this Lease and the acceptance of rent by Landlord shall constitute a month-to-month extension of this Lease.

8. Assignment and Subletting. No assignment or subletting, either voluntarily or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

9. Real Estate Taxes. The parties recognize that the Leased Premises are included for real estate tax purposes in the Landlord's Property and that Tenant shall be responsible for paying to Landlord, upon demand, its pro rata share of any increase in such taxes. Such pro rata share shall be 30% of any

such increase. Tenant shall only be responsible for paying a pro rata share of those taxes which would become delinquent if not paid during the term of the Lease. A similar pro rata share is 30% of all installments on special assessments against the Landlord's Property, which would become delinquent if not paid during the term of the Lease, shall also be paid by the Tenant to Landlord, on demand.

10. Casualty Insurance. Landlord, at its expense, shall keep the building located on the Building Site insured against fire and other hazards and casualties at its sole cost and expense for not less than 80% of the full insurable value thereof. Landlord shall provide Tenant, upon request, with evidence that such casualty insurance is in effect.

At all times during the term of this Lease, Tenant shall maintain casualty insurance on personal property owned by it and located on the Leased Premises. Tenant shall provide Landlord, upon request, with evidence that such casualty insurance is in effect.

To the extent of all insurance collectable for damage to its property, either real or personal, each party hereby waives all rights of subrogation against the other, regardless of fault.

Landlord shall settle and adjust any claim against any insurance company under its policies of insurance insuring the building located on the Leased Premises and said insurance money shall be paid to and held by the Landlord to be used by it in payment for costs of repairs or restoration of the building.

11. Fire and Casualty. In the event of any destruction or damage to the building located on the Building Site, the base rent herein shall not abate but the utility and services charges provided for on Exhibit "D" shall abate during the time such destruction or damage shall prevent Tenant from occupying the building located on the Leased Premises.

12. Indemnity and Liability Insurance. Each party will protect, defend and indemnify the other from and against any and all loss, costs, damages and expenses occasioned by, or arising out of, any accidents or other occurrence causing or affecting injury or damage to any person or property happening or done in, upon or about the Leased Premises due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by the indemnifying party or any person claiming by through or under it. Each will procure and maintain liability insurance in amounts of not less than \$1 million for any person injured, \$1 million for any one accident and with the limits of \$500,000 for property damage, which insurance shall name the other party as an additional insured. Each party shall provide the other, upon request, with evidence that such liability insurance is in full force and effect.

13. Mechanic's Lien. Neither Tenant nor anyone claiming by through or under Tenant, shall have the right to file a mechanic's lien against the Leased Premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvements on the Leased Premises.

14. Condemnation. Should the whole or any part of the Leased Premises be condemned or taken by a competent authority for any public or quasi-public use or purpose, each party shall be entitled to retain, as its own property, any award payable to it. In the event that a single entire award is made on account of the condemnation or taking, each party will then be entitled to take such portion of said award as may be fair and reasonable. If the whole of the Leased Premises shall be so taken or condemned, the Landlord shall not be liable to the Tenant except as Tenant's rights are preserved in this paragraph. In the event of a

partial taking or condemnation which materially and adversely affects the ability of the Tenant to use the Leased Premises for Tenant's intended purpose, Tenant shall have the right to terminate the Lease on 30 days prior written notice. In the event of a partial taking or condemnation which does not give rise to the termination of this lease, the rental payable hereunder shall be reduced in proportion to the portion of the Open Area so taken or condemned or, if such taking or condemnation involves the Building, the reduction in charges hereunder shall be in proportion to the amount of Office Space and Shared Space taken or condemned and shall be based on the amount being paid for use of the Office and the Shared Space as provided in Exhibit "D" attached hereto.

15. Payment in Event Renewal Option Is Not Exercised. In the event Tenant does not exercise its right to renew this Lease for a five-year period as provided for in paragraph 1 hereof, Tenant shall pay to Landlord, on the date the Lease term ends, the sum of \$29,000.00, in cash, which amount represents the unamortized cost of the "skidpan" asphalt work on the Open Area which work was undertaken by Landlord specifically for the benefit of Tenant. Such amount shall also become immediately due and payable in the event Tenant shall be in default under this lease during the primary term hereof.

16. Termination of Lease.

a. Upon default by either party in conforming with the terms and provisions of this Lease, this Lease may, at the option of the other party, be cancelled and forfeited, provided, however, before any such cancellation and forfeiture, written notice shall be given to the party in default specifying the default, or defaults, and stating that the Lease will be cancelled and forfeited either (i) ten (10) days after the giving of such notice if the default involves nonpayment of rent or (ii) thirty (30) days after the giving of such notice as to any other default, unless such default, or defaults, are either remedied within such period or (in the case of a default other than in the payment of money) the party in default is proceeding with due diligence to remedy such default or defaults.

b. In the event Tenant is the debtor in any bankruptcy proceeding or in the event of a judicial sale of Tenant's leasehold interest or of transfer of Tenant's leasehold interest by reason of any bankruptcy or insolvency proceedings, and such bankruptcy, judicial sale or transfer has not been vacated or set aside within thirty (30) days thereafter, then, and in any such event, Landlord may, at its option, immediately terminate this Lease, by written notice thereof, and re-enter the Leased Premises.

c. In (a) and (b) above, waiver as to any default shall not constitute a waiver of any subsequent default or defaults.

d. Acceptance of keys, advertising and re-entering by Landlord upon the Tenant's default shall be construed only as an effort to mitigate damages by the Landlord, and not as an agreement to terminate this Lease.

17. Right of Either Party to Cure Any Default of Other. If default shall be made by either party in the performance of, or compliance with, any of the terms, covenants or conditions of this Lease, and such default shall have continued for thirty (30) days after written notice thereof from one party to the other, the party aggrieved, in addition to all other remedies now or hereafter provided by law, may, but need not, perform such terms, covenants, or condition, or make good such default and any amount

advanced shall be repaid forthwith on demand, together with interest at the rate of 15% per annum from date of advance.

18. Signs. Tenant shall have the right and privilege of attaching, affixing, or exhibiting signs on the Open Area, provided only (i) that any and all signs shall comply with the ordinances of the city or municipality in which the property is located and any applicable state or federal laws; and (ii) Tenant shall remove such signs at the expiration of the Lease term and repair any damage to the Leased Premises occasioned thereby.

19. Rights Cumulative. The various rights, powers, options, elections and remedies of either party, provided in this Lease, shall be construed as cumulative and no one of them is exclusive of the others, or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of either party to pursue any other equitable or legal remedy to which either party may be entitled, as long as any default remains in any way unremedied, unsatisfied or undischarged.

20. Notices and Demands. Notices provided for in this Lease shall be given to the respective parties hereto at the respective addresses designated on page 1 of this Lease, unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such message shall be considered given under the terms of this Lease when deposited in the United States mail, addressed as above-designated, postage prepaid, registered or certified mail, return receipt requested.

21. Provisions to Bind and Benefit Successors and Assigns. Each and every covenant and agreement herein contained, shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

22. Changes to be Made in Writing. None of the covenants, provisions, terms, or conditions of this Lease to be kept or performed by Landlord or Tenant shall be in any manner modified, waived or abandoned except by written instrument duly signed by the parties and delivered to the Landlord and Tenant. This Lease contains the whole agreement of the parties.

23. Construction. Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

24. Option to Purchase Open Area. At any time during the term of this Lease and the option period, Tenant is hereby granted an option to purchase the "Open Area" from the Landlord for the gross purchase amount of \$944,000. No Lease payments will be applied to the purchase price.

Tenant shall exercise its option by providing written notice to the Landlord of its desire to exercise the option. Landlord shall immediately have an abstract of title prepared and updated as to the Open Area which will show good and marketable title free and clear of all liens and encumbrances, except for reasonable easements approved by Tenant. The closing shall occur within sixty days of the exercising of the option. Landlord shall be responsible for the payment of all transfer tax and shall provide a credit for accrued real estate property taxes to the date of closing.

On the date of closing, the Landlord and Tenant shall also enter into an easement necessary for the equal sharing and sharing of the cost of maintaining the existing septic tank system and for providing ingress and egress to the Open Area and the Building Property from North _____ and Street.

Finally, on the date of closing the parties shall execute an agreement providing for Tenant to receive continued services in the Building Site from the Landlord for what would have been the remaining term of the Lease on the same terms and conditions as set forth in this Lease.

25. Underground Storage Tanks. The parties recognize that certain underground fuel storage tanks are located in the Open Area which have been monitored and found to have caused contamination in the Open Area at levels below levels requiring action by the Iowa Department of Natural Resources. Tenant shall use such tanks for the storage of water, and as long as Tenant does not store any fuel, petroleum products or hazardous waste in the fuel tanks, the Landlord agrees to indemnify and hold Tenant harmless from contamination arising from leaks from such tanks in the future which would require action or clean-up by the Iowa Department of Natural Resources.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease in duplicate the day and year first above written.

MERIT LEASING COMPANY (Landlord)

By: _____

DES MOINES AREA COMMUNITY COLLEGE
(Tenant)

By: *Dana J. Clouser*

By: *Helen M. Harris*

EXHIBIT A (continued)

EXCEPT

A parcel of land located in the NE 1/4 Section 13, T-79-N, R-24W, of the 5th P.M., Polk County, Iowa more specifically described as follows:

Beginning at the NE corner Section 13, T-79-N, R-24-W; thence south along the east line of said NE 1/4 Section 13 (Centerline of NE 22nd Street) 250 feet; then west 50.0 feet to the west R.O.W. line of NE 22nd Street; then northwesterly 260.21 feet to a point 66.0 feet south of the north line of the NE 1/4 Section 13, T-79-N, R-24-W; thence west and 66.0 feet parallel to the north line of said NE 1/4 Section 13, 632.0 feet; thence north 66.0 feet to the north line of the NE 1/4 Section 13; thence east along the north line of the NE 1/4 Section 13, T-79-N, R-24-W; 860.0 feet to the NE corner Section 13, T-79-N, R-24-W, and point of beginning containing 1.70 acres right-of-way more or less exclusive of present established highways as shown on the plans for Polk County Project L-2820.

EXHIBIT A

I. SITE DESCRIPTION

1. LEGAL DESCRIPTION

"An irregular shaped tract of land that is located in the Southeast Quarter of Section 12 Township 79N Range 24 West of the 5th P.M., Polk County, Iowa, is described as follows: Commencing at the Southeast Corner of Section 12, Township 79N, range 24 West of the 5th P.M., Polk County, Iowa; thence S 89 Degrees - 44'W, along the South line of the Southeast Quarter of said Section 12, 752.7 feet, to the point of beginning; thence continuing S 89 Degrees - 44'W, along the South line of the Southeast Quarter of said Section 12, 107.3 feet; thence N 0 Degrees - 00'E, parallel with and 860.0 feet West of the East line of the Southeast Quarter of said Section 12, 1175.72 feet, to a point that is on the Southerly Right-of-Way line of the Mid-Western Rail Properties, Inc. (formerly known as the Chicago Rock Island and Pacific Railroad), and is presently established, said point being 50.0 feet South of and at right angles to the Center line of said Mid-Western Rail Properties, Inc.; thence N34 Degrees - 27' - 45"E, parallel with and 50.0 feet South of and at right angles to the Center line of said Mid-Western Rail Properties, Inc.; and along the Southerly Right-of-Way line of said Mid-Western Rail Properties, Inc., 189.62 feet; thence S 0 degrees - 00'E, parallel with and 752.7 feet West of the East line of the Southeast Quarter of said Section 12, 1331.56 feet, to the point of beginning. Said tract of land being subject to and together with any and all easements of record. Said tract of land contains 3.09 acres, more or less." And;

"The East 860.0' of the North 866.0' of the Northeast Quarter of the Section 13, Township 79N, Range 24 West of the 5th P.M., Polk County, Iowa; said tract of land being subject to a 66.0' wide ingress and egress easement across the north 66.0' thereof; said tract of land is also subject to a 50.0' wide public roadway easement across the East 50.0' thereof. Said tract of land being subject to and together with any and all other easements of record;" except a parcel commencing at the Southeast of the Northeast Quarter of Section 13 along the South line of the Northeast Quarter, a distance of 250.0', then North 450.0' parallel with the East boundary of Section 13 of the Northeast Quarter of Section 13, then East 250.0' to the East boundary of Section 13 of the Northeast Quarter of section 13. Said tract of land contains 14.51 acres, more or less.

PLAT SKETCH

↑
N

50100'±
2666.05'

50100'±
2666.05'

Proposed new (East-West)
NE 54th Avenue to be completed
in spring of 1937.

STREET
BETWEEN
JONAS
AND
MARC

66'±
Private Ingress/Egress
Easement

66' Wide Private Ingress/Egress
Easement.

Chain Link Fencing

Rail-Spur

344'±
1384.50'

340 Acres±

1175.32'
N. 1/4 S. 1/4

1118.2115±

8660'
26190'

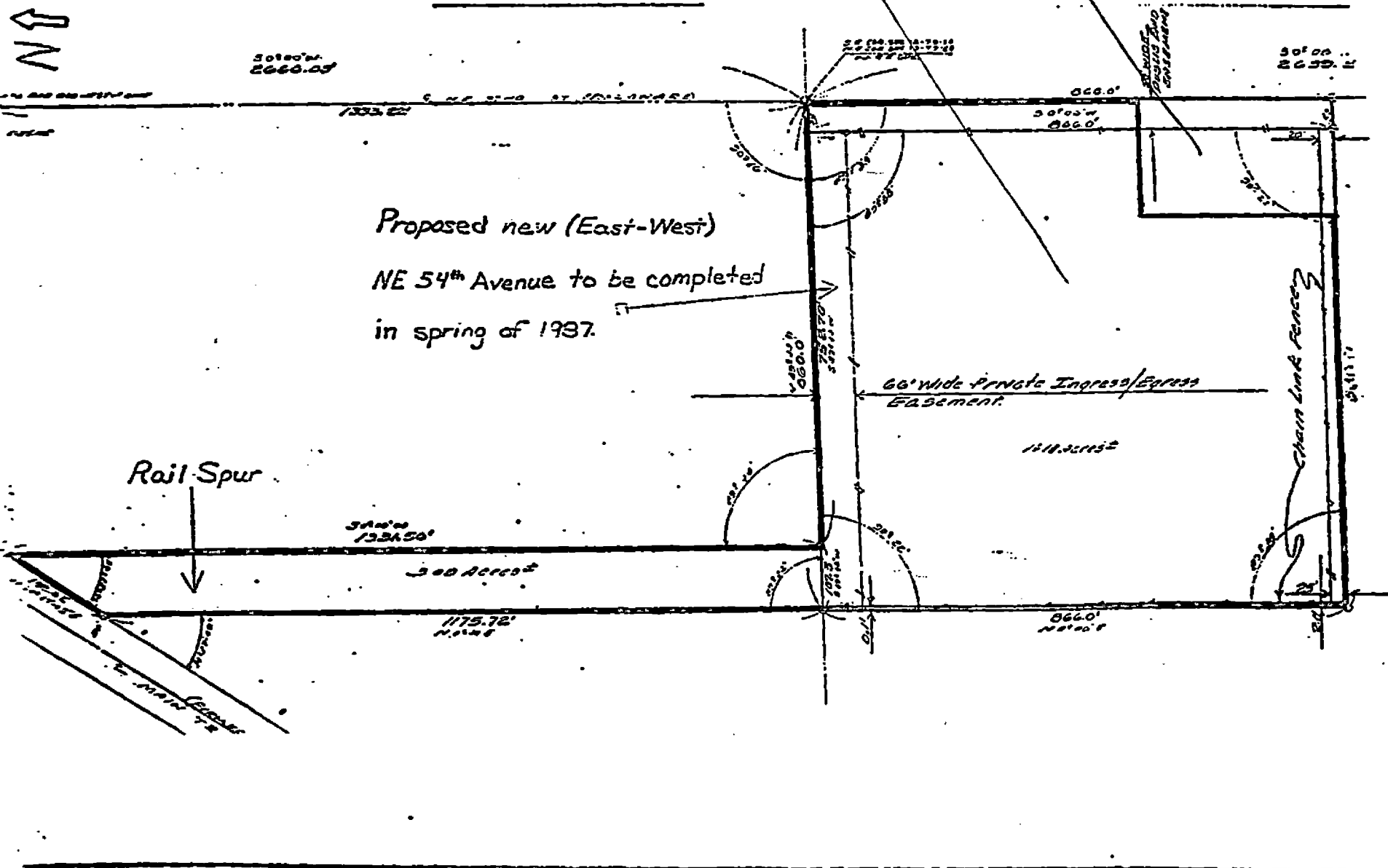
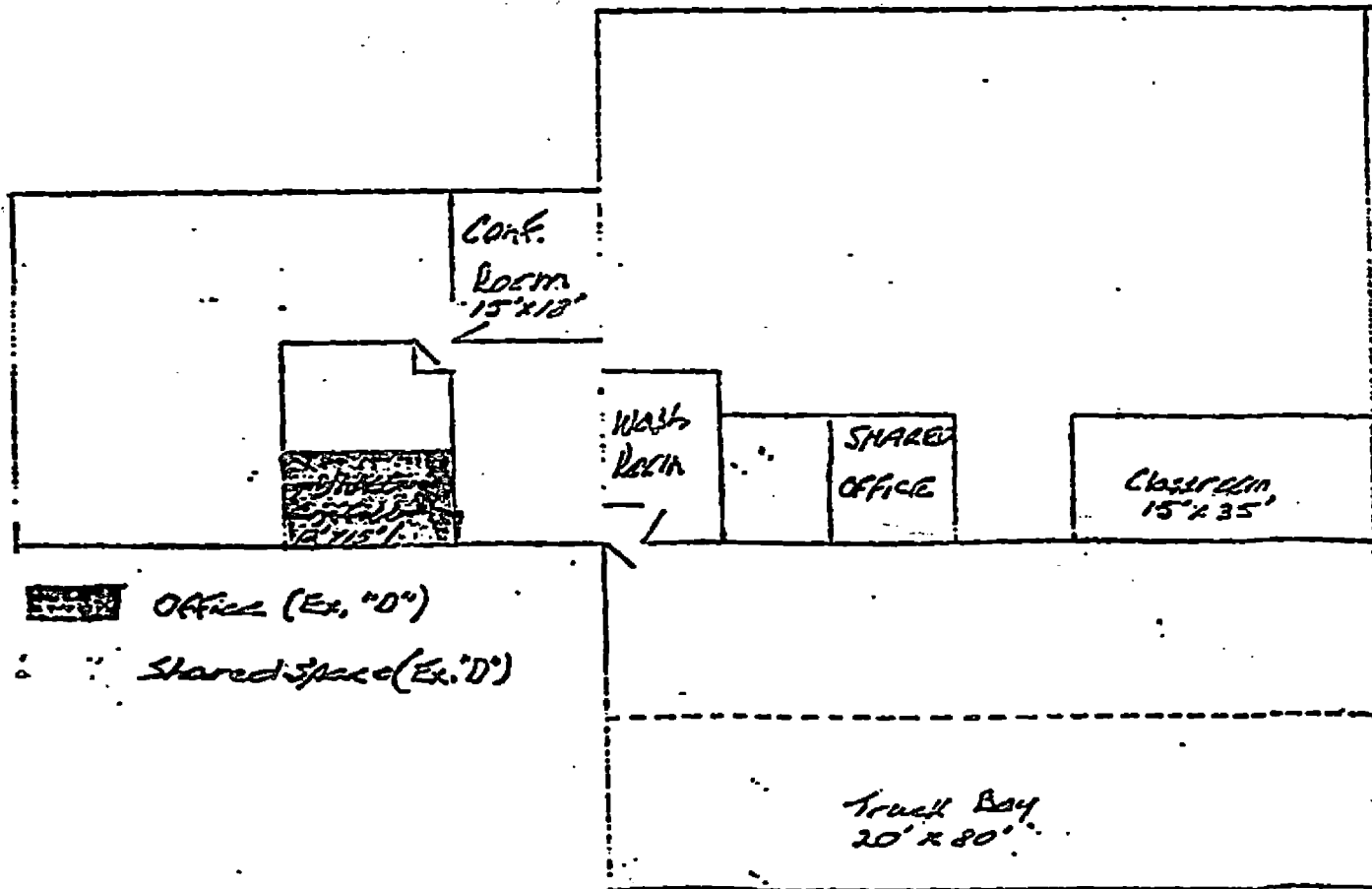


EXHIBIT C

MERIT LEASING COMPANY
5330 NE 27th Street



CONSULT ARCHITECTURE INC. 111 200 01 0118

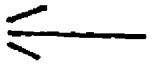


EXHIBIT "D"

**SERVICES TO BE PROVIDED TO TENANT
BY LANDLORD OR LANDLORD'S DESIGNEE
DURING LEASE TERM**

Office in Building (See Exhibit "C")	\$50.00 per month
Telephone Service in Building (exclusive of toll charges)	\$40.00 per month
Receptionist (shared with Landlord)	\$100.00 per month
Shared Space in Building* (See Exhibit "C")	\$200.00 per month
Miscellaneous (including utilities, cleaning and casualty insurance on building)	\$100.00 per month

*Use of shared space shall be scheduled by Landlord with the stated goal that both Tenant and Landlord will share equally in the use of such areas. In the event of scheduling conflicts, Landlord's decision as to the use of such areas shall prevail.

DC Memorandum
Des Moines Area Community College

ATTACHMENT #4
Regular Meeting
February 13, 1991

DATE: February 1, 1991

TO: Helen Harris - Board Secretary

FROM: Don Zuck - Vice President, Operations

Don Zuck

RE: Agenda Item for February 13, 1991, Board Meeting
Capital Projects

Attached for consideration is a listing of Proposed Capital Projects for the final four years of the current 10-year Plant Fund Levy. The current levy provides funds through FY 1995.

Attachment

PROPOSED CAPITAL PROJECTS

Final Four Years of 10-Year Plant Fund Levy

FY 1992 Through FY 1995

=====

	<u>Annual</u>	<u>Six Year Total</u>
Instructional equipment	800,000	3,200,000
Renovate & repair: buildings, sites, equipment - all campuses	300,000	1,200,000
Ankeny Campus -		
Complete International House		175,000
Site work and parking		400,000
Management Center		625,000
Automotive/Technology expansion		1,000,000
Midwest Technical Transfer Center		*
Carroll Campus expansion completion		300,000
Boone Campus -		
Boone Campus restroom renovation		100,000
Classroom addition (6) & Advanced Technology Computer Lab		900,000
Urban Campus Child Care Facility		350,000
South Des Moines Campus - land		250,000
Administration & miscellaneous	140,000	560,000
Interest on loan		<u>1,050,000</u>
TOTAL		<u>\$10,110,000</u> =====

* \$1,000,000 Federal Grant

DC Memorandum
Des Moines Area Community College

ATTACHMENT #6
Regular Meeting
February 13, 1991

DATE: February 5, 1991
TO: Darrell Roberts
FROM: Irv Steinberg *ISW*
RE: Financial Report for Feb 13, 1991 Board Meeting

Cash flow for January improved over the previous month to the extent that none of our Anticipatory Warrant borrowed funds were needed to cover expenditures. Further improvement is expected during February with our 2d Quarter FY91 State Aid, approximating \$4,159,000, scheduled to be released on or about Feb 15th.

As anticipated, short term investment rates dropped during Jan to a high of 6.8%. With the discount rate for banks having declined .5% on Feb 1, further reductions may be forthcoming.

Property tax valuations for FY92 tax levies have been received from most of the 23 counties from whom we receive property taxes, and there appears to be some increase for the majority of the counties over FY91, with Polk County anticipating an increase of nearly 3.7%. A net overall increase near 2% is expected. A detailed recap of valuations by county will be included in a future month's financial report to the Board.

Our FY90 annual audit report was released during January by KPMG Peat Marwick. Appropriate action has been taken on items noted in the report's Schedule of Findings and Recommendations. Further, the recommendations contained in the audit management letter will be complied with. Copies of the report have been distributed to all state and federal agencies, as required, to include the State Auditor's office.

*Approved for agenda
D. Roberts*

BUDREP
DISK #1

DES MOINES AREA COMMUNITY COLLEGE
BUDGET REPORT

SUMMARY BY FUND (ALL FUNDS)

JANUARY 31, 1991

FUND NAME	FUND NO.	BOARD APPROVED BUDGET	WORKING BUDGET	AMOUNT EXPENDED/ RECEIVED	AMOUNT ENCUMBERED	WORKING BUDGET BALANCE
REVENUE:						
GEN FUND CURRENT	1	\$29,283,011	\$30,017,930	\$18,849,180		11,168,750
RESTRICTED CURR	2	21,957,383	22,089,062	7,743,720		14,345,342
AUXILLIARY	3	5,381,717	5,592,104	3,771,011		1,821,093
AGENCY	4	803,631	747,477	503,765		243,712
SCHOLARSHIP	5	3,591,123	3,636,011	2,549,036		1,086,975
LOAN	6	131,984	136,984	54,525		82,459
PLANT	7	3,159,364	2,982,927	1,624,256		1,358,671
TOTAL		\$64,308,213	\$65,202,495	\$35,095,493		\$30,107,002
EXPENDITURES:						
GEN FUND CURRENT	1	\$29,283,011	\$29,992,433	\$15,838,915	\$5,957,075	\$8,196,443
RESTRICTED CURRENT	2	30,237,952	30,858,487	6,177,957	703,887	23,976,643
AUXILLIARY	3	5,312,436	5,638,396	4,143,671	480,151	1,014,574
AGENCY	4	779,163	728,578	322,889	17,649	388,040
SCHOLARSHIP	5	3,691,123	3,736,011	2,520,077	0	1,215,934
LOAN	6	43,365	48,365	10,233	0	38,132
PLANT	7	3,246,975	3,287,274	1,088,382	324,202	1,874,690
TOTAL		\$72,594,025	\$74,289,544	\$30,102,124	\$7,482,964	\$36,704,456

CASHPOS
DISK #1

DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT
January 31, 1991

	COMBINED FUNDS (Funds 1,2,3, 4,5,& 6)	PLANT FUND (Fund 7)	NEW JOB TING PROJECTS * (Fund 2)
	-----	-----	-----
CASH IN BANK/CHECKING:			

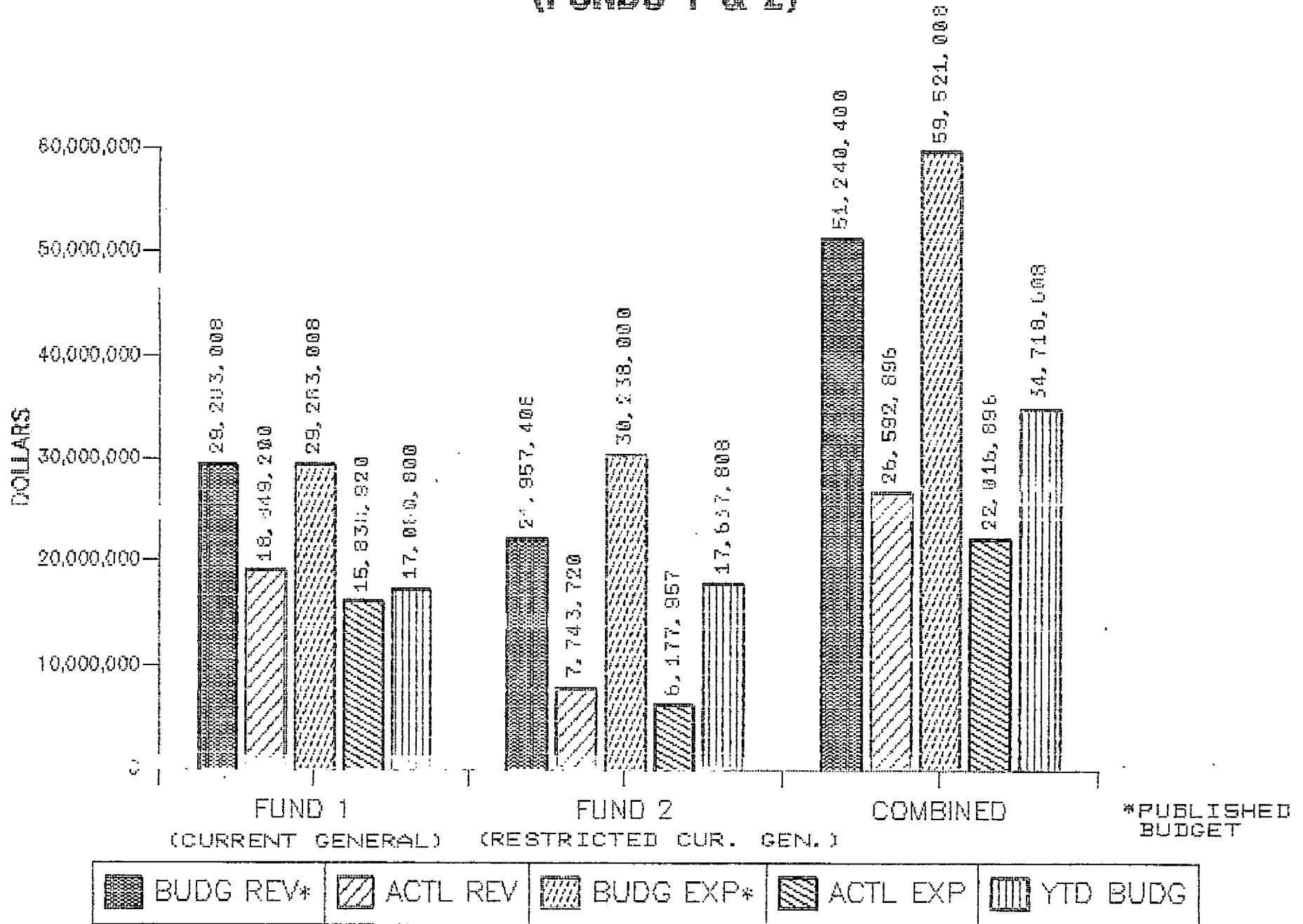
Balance Forward Jan 1, 91	(\$5,260)		\$19,827
PLUS: Jan Receipts	3,137,587		444,213
LESS: Jan Disbursements	3,156,582		394,471
	-----		-----
Cash Balance Jan 31, '91	(\$24,255)		\$69,569
INVESTMENTS:			

Savings Accounts:			
First Natl Bank/Ames	986,465	(35,754)	
Investments at Norwest for NJTP			15,314,748
Certificates of Deposit:			
Health Ins Bond Ret/FNB	150,000		
Gen Fd at First Natl Bk	200,000		
Gen Fd at Hawkeye BT	400,000		
Gen Fd at 1st Interstate	2,500,000		
Gen Fd at Statesman	1,000,000		
NJTP at UFS			435,000
Early Retirement FNB	7,493		
Alumni at HAWKEYE B&T	33,000		
Plant Fund at First Natl Bk		1,300,000	
Arch Draftg Club at FNB	3,500		
Boone Athlet at Haw Fed	19,476		
	-----	-----	-----
Total Cash/Investments	\$5,275,679	\$1,264,246	\$15,819,317
	=====	=====	=====

FOOTNOTES:

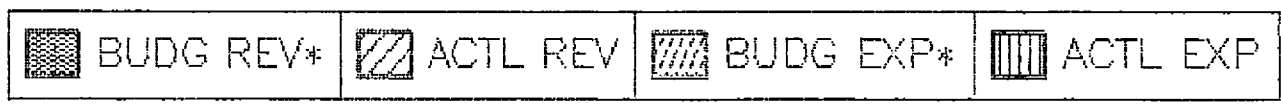
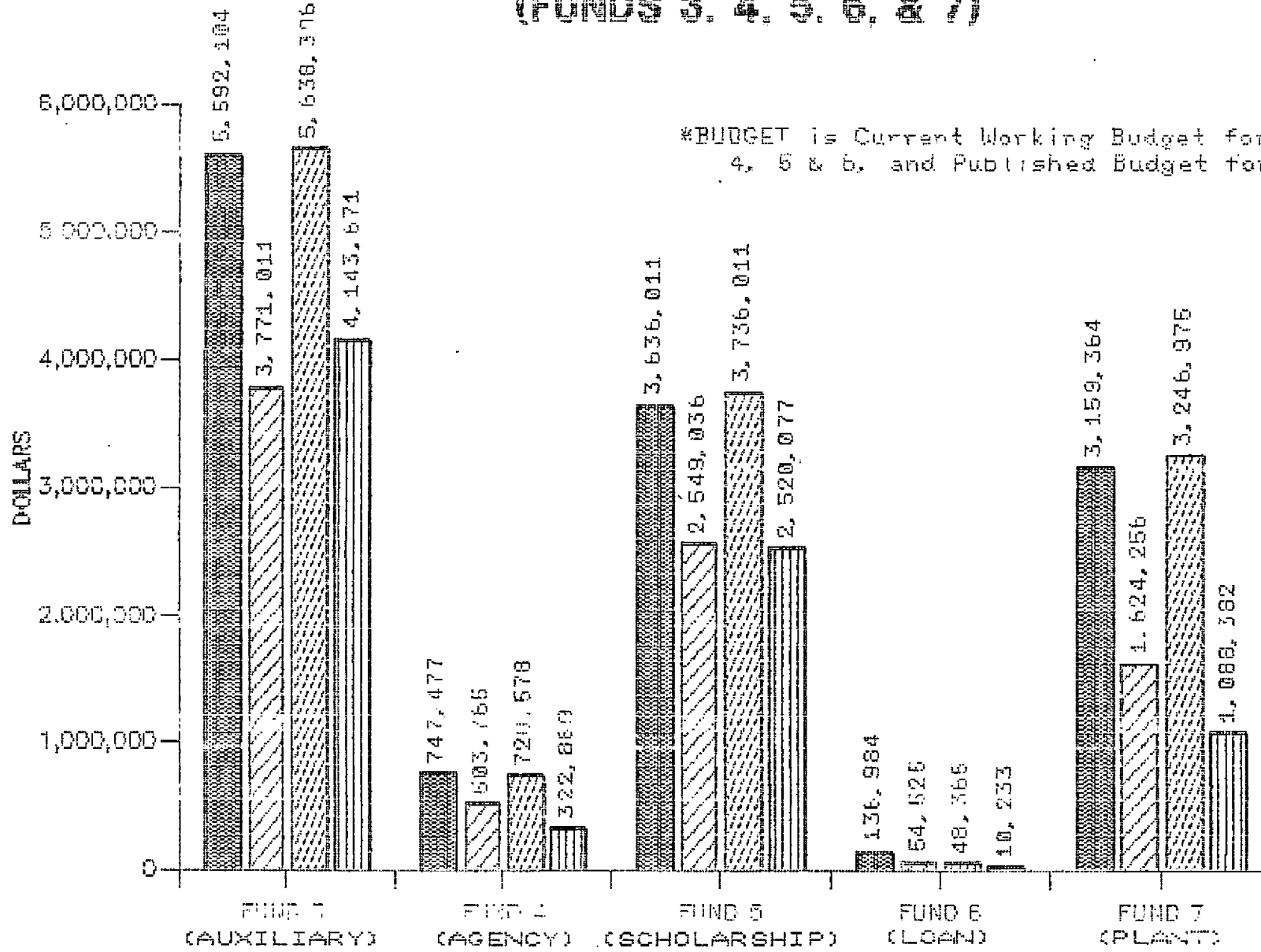
- Included in the Combined Funds investments is portion of \$5 Million FY91 Anticipatory Warrant currently on hand. Repayment date for this Warrant is July 31, 1991.
- * 2. Combined Funds Checking Account includes Funds 1 thru 6 except for Fund 2 NJTP Accounts which are maintained separately.
3. Deficit cash balance shown for Combined Funds off-set by outstanding checks.

DMACC BUDGET STATUS JANUARY 31, 1991 (FUNDS 1 & 2)



DMACC BUDGET STATUS JANUARY 31, 1991

(FUNDS 3, 4, 5, 6, & 7)



DMACC REVENUES AND EXPENDITURES YEAR-TO-DATE THROUGH JANUARY 31, 1991

