DES MOINES AREA COMMUNITY COLLEGE

Public Hearing
Lease of College Property/Student Housing
July 19, 1988
Building 1 - Room 30 - Ankeny Campus

A G E N D A

1. Call to Order - 5:00 p.m.
2. Roll Call.
3. Consideration of tentative agenda.
4. Acknowledgement of Board Secretary of how Notice of Hearing was made.
5. Requests to address the Board recognized.
6. Consideration of Resolution to proceed with the lease of College property for the private development of student housing.
7. Adjournment.
A special meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus, on July 19, 1988, for the purpose of conducting a Public Hearing regarding the proposal to proceed with the lease of college property for the private development of student housing. The meeting was called to order at 5:00 p.m., by Board President Jasper Risdal.

Members Present:
Harold Belken
DeVere Bendixen
Susan Clouser
*Dick Johnson
Eldon Leonard
Jasper Risdal
Nancy Wolf

Members Absent:
Lloyd Courter
Doug Shull

Others Present:
Joseph A. Borgen, President
Helen M. Harris, Board Secretary
Don Zuck, College Treasurer
Other interested DMACC staff and area residents

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

Motion passed unanimously.

Board Secretary H. Harris reported that the notice of the time and place of this hearing was, according to law and as directed by the Board, published in the Des Moines Register newspaper on July 1, 1988, and posted on the official Des Moines Area Community College bulletin board. No written objections regarding the hearing was received. A copy of the Affidavit of Publication is included as Attachment #1 to these minutes.

No requests to address the board were received.
APPROVAL OF RESOLUTION TO PROCEED WITH LEASE OF COLLEGE PROPERTY

It was moved by E. Leonard, seconded by N. Wolf, that the Board approve the Resolution to proceed with the lease of college property for the private development of student housing. A copy of said Resolution is Attachment #2 to these minutes, and a copy of the Ground Lease and Development Agreement is Attachment #3.

Motion passed unanimously on a roll call vote.

ADJOURNMENT

A motion for adjournment was made by E. Leonard, seconded by H. Belken.

Motion passed unanimously and at 5:05 p.m., Board President Risdal adjourned the meeting.

JASPER M. RISDAL, President

HELEN M. HARRIS, Board Secretary
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 19th day of July, 1988, in the Board Room at the College in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:


Absent: Lloyd Courter, Doug Shull

The Board investigated and found that notice of intention to enter into a lease by the College had, as directed by the Board, been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposal to enter into the lease, the President announced that all local residents attending the hearing would now be given an opportunity to express their views for or against the proposal to enter into the lease. The following local residents attending the hearing expressed their views as follows:

(Here set out names of residents appearing and summary of any views expressed. If none, insert the word "None.")

NONE
After all local residents who appeared at the meeting who desired to do so had expressed their views for or against the proposal to enter into the lease, Board Member E. Leonard introduced and caused to be read a Resolution entitled:

"RESOLUTION TO PROCEED WITH THE LEASE OF COLLEGE PROPERTY FOR THE PRIVATE DEVELOPMENT OF STUDENT HOUSING,"

and moved its adoption, seconded by Board Member N. Wolf. After due consideration of said resolution by the Board the President put the question on the motion and upon the roll being called, the following named Board Members voted:

Ayes:  Belken, Bendixen, Clouser, Johnson, Leonard, Risdal, Wolf
Nays:  None

Whereupon the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * * * *

Attest:

Helen Harris, Secretary of the Board of Directors
RESOLUTION

RESOLUTION TO PROCEED WITH THE LEASE OF COLLEGE PROPERTY FOR THE PRIVATE DEVELOPMENT OF STUDENT HOUSING.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, the College believes it would be a benefit to the College and to students at the College to have student housing readily available at a reasonable cost to students; and

WHEREAS, the College has proposed to encourage the private development of student housing by leasing land on the College campus on favorable terms to a developer of student housing; and

WHEREAS, the College has previously developed a Request for Proposals pursuant to which the College selected the most favorable proposal for the development of student housing (the "Project"); and

WHEREAS, notice of intention to enter into a lease (the "Lease") by the College has, as directed by the Board of Directors, been duly given according to law; and

WHEREAS, a public hearing has been held on the proposal to enter into the Lease at the time and place as specified in said notice and all objections or other comments relating to the proposed Lease have been heard.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That it is hereby determined that it is necessary and advisable that the College proceed with the lease of College property pursuant to the Lease in order to encourage the Project.

Section 2. That all objections and comments relating to the Lease have been heard and all such objections are hereby overruled.

Section 3. That the form and content of the Lease in the form attached hereto as Exhibit "A" are hereby approved. That prior to the execution of the Lease, officials of the College shall present the final form of the Lease to the Board for final approval.
Section 4. That the officers of the College are hereby authorized and directed to do any and all things deemed necessary in order to effect the accomplishment of the Project and the Lease.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 19th day of July, 1988.

Jasper Risdal, President of the Board of Directors

Attest:

Helen Harris, Secretary of the Board of Directors
I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the fact sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 19th day of July, 1988.

[Signature]

Secretary of the Board of Directors of the Des Moines Area Community College

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GROUND LEASE AND DEVELOPMENT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of August, 1988, by and between Des Moines Area Community College, an area school organized under Chapter 280A of the Code of Iowa (1987) (hereinafter called "Landlord") whose address for the purpose of this lease is 2006 S. Ankeny Blvd., Building 1, Ankeny, Iowa 50021 and Des Moines Student Housing Limited Partnership (hereinafter called "Tenant) whose address for the purpose of this lease is 1415 Grand Avenue, West Des Moines, Iowa 50265.

WITNESSETH:

That in consideration of the rents, covenants and conditions herein set forth, Landlord and Tenant do hereby covenant, promise and agree as follows:

1. Demised Premises. Landlord does demise unto Tenant and Tenant does take from Landlord for the term hereinafter provided, the property described on "Exhibit A" attached hereto and made a part hereof including any easements and appurtenances as shown on "Exhibit A"; subject to and consistent with the survey land restrictions specified in "Exhibit B". All Exhibits attached hereto are hereby made a part of this lease.

Said lots, and any buildings and site improvements thereon, together with the licenses, rights, privileges and easements appurtenant thereto, shall be hereinafter collectively referred to as the "Demised Premises."

2. Term. The term of this lease shall commence upon the "Commencement Date," as that term is defined herein, and shall terminate fifty (50) years from and after the Commencement Date.

The Commencement Date of this lease shall be the first day of __________, 1988.

3. Annual Basic Rent. Unless abated or diminished as hereinafter provided, Tenant shall, during the lease term, pay to Landlord at such place as Landlord shall designate in writing from time to time, the "Annual Basic Rent" payable under this lease, over and above the other additional payments to be made as hereinafter provided. The Annual Basic Rent shall be $100 payable in advance upon the execution of this agreement and thereafter in the anniversary date of this agreement in each year.
Delinquent payments shall draw interest at 12% per annum from the due date, until paid.

4. **Possession.** Tenant shall be entitled to possession on the first day of the term of this lease, and shall yield possession to the Landlord at the time and date of the close of this lease term, except as herein otherwise expressly provided. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a rebating of the pro rata rental.

5. **Taxes.** (a) The Tenant shall pay all of the real estate taxes, sewage charges, and special assessments of every kind and nature which shall during the term of this lease be levied, assessed, or imposed upon the demised premises, or any part thereof, or upon any building, structure, or improvements thereon, or any fixtures or equipment which shall hereafter be placed thereon, by whatever authority or for whatever purpose said real estate taxes, sewage charges, or assessments shall be levied, assessed, or imposed, and the Tenant shall pay such real estate taxes, sewage charges and assessments in every instance before the same become delinquent and before any penalties accrue thereon, except installments of special assessments not due and payable until after the termination of this lease. The real estate taxes for the year prior to the year in which the term of this lease commences, and for all previous years, shall be paid by the Landlord. The real estate taxes for the year in which the term of this lease commences shall be prorated between the parties in accordance with the number of months of the Tenant's occupancy after the Commencement Date. The real estate taxes for each of the remaining years during the term of this lease shall be paid by Tenant, as aforesaid, except that the real estate taxes for the final year of this lease, which are payable in the subsequent year, shall be prorated between the parties in accordance with the number of months of Tenant's occupancy during such year, based upon the real estate taxes for the previous year unless the actual real estate taxes due and payable for such final year have been determined by the taxing authorities, in which event such proration shall be based upon the latter amount. Upon termination of this lease, the Tenant shall pay to the Landlord a sufficient amount to discharge the Tenant's said obligation for real estate taxes for the final year hereof, and Landlord agrees to accept the amount so paid under the terms of the previous sentence in full satisfaction of Tenant's obligation to pay such taxes.

(b) The Tenant may in good faith at any time, at the Tenant's expense, in the Landlord's or the Tenant's name, endeavor to contest by any proceedings the validity of any assessment, or to obtain a lowering of the assessed valuation upon the leased property for the purpose of reducing any tax or assess-
ment. In such event, the Landlord will offer no objection, and at the request of the Tenant but without expense to the Landlord will cooperate with the Tenant. If requested by the Tenant, and provided it will not in the reasonable judgment of the Landlord incur any expense or liability thereby, the Landlord will execute any document which may be necessary and proper for any such proceeding. Any refund shall be the property of the Tenant to the extent to which it may be based on payment of a tax or assessment made by the Tenant.

6. Insurance. (a) From the date hereof until the Commencement Date of the term of this lease, the Landlord shall keep the demised premises insured against claims from personal injury or property damage under a policy of general public liability insurance, with limits of at least $1,000,000 for bodily injury and $500,000 for property damage. Such policies shall name the Landlord and Tenant as the insureds. After the Commencement Date of the term of this lease, the Tenant shall, at its sole cost and expense, maintain comprehensive general public liability insurance at least to the same extent required to be maintained by the Landlord under the provisions of this paragraph.

(b) At all times subsequent to the Commencement Date of the term of this lease and during its full term, the Tenant shall keep the building erected upon the demised land and the building service equipment covered, at its sole cost and expense, by fire and extended coverage insurance in an amount equal to 80% of the full insurable value of the building to be erected upon the leased land to be determined by the company issuing the insurance policy.

(c) All policies of insurance required to be maintained by the Tenant shall name the Tenant and the Landlord as the insureds as their respective interests may appear. All such policies shall, to the extent obtainable, provide that any loss shall be payable to the Landlord notwithstanding any act or negligence of the Tenant which might otherwise result in forfeiture of such insurance. In case of injury or damage to the building to be erected upon the demised land or the building service equipment, by fire or other cause covered by the insurance contemplated in this paragraph, the Tenant shall provide immediate notice thereof to the Landlord and the Tenant shall thereupon repair all damage. Tenant shall at Tenant's expense pay the cost of repairs in excess of insurance proceeds.

7. Additional Rent. All taxes, insurance charges, costs, and expenses which the Tenant is required to pay hereunder, and all interest and penalties that may accrue thereon in the event of Tenant's failure to pay such amounts, and all damages, costs and expenses which the Landlord may incur by reason of any default or failure of Tenant to comply with the terms of this lease, shall be deemed to be additional rent, and in the event of
nonpayment by the Tenant the Landlord shall have all the rights and remedies with respect thereto as the Landlord has for non-payment of the Annual Basic Rent.

8. New Building by Tenant. Tenant agrees to construct, at its expense, the buildings and site improvements shown on Exhibit C hereto. The buildings and site improvements to be constructed shall be completed in accordance with Exhibit C hereof and consistent with the restrictions set forth on Exhibit B hereof, provided, in the event that, regardless of the reason therefor, said buildings and site improvements shall not have been completed prior to January 1, 1990, then Landlord shall, at any time thereafter, have the option of terminating this lease by notice to Tenant.

The buildings shall provide housing for a maximum of 200 students.

The Tenant shall provide and maintain on the premises until their completion a lien and completion bond naming the Landlord as a beneficiary.

9. Plans and Specifications. Said building and site improvements shall be constructed by Tenant, at its sole cost and expense, in accordance with working plans and specifications prepared by Voorhees Design Group, P.C., and attached hereto as Exhibit C.

During the construction of the building and other improvements, Tenant may request in writing any extras, changes or variations from such final plans and specifications and the contractor shall comply with and carry out such requests, provided that the same shall not, in the Landlord’s judgment, reasonably exercised at the time of any such request, change the general character of the building, and if such extras, changes or variations involve any additional costs or charges, the amount thereof shall be agreed upon in writing by the parties hereto before the work on same is commenced, and the Tenant shall be responsible for such additional costs or charges.

Said plans and specifications, working plans and specifications, as approved by Landlord, shall constitute a part of this lease.

10. Nonliability of Landlord. Landlord shall not be liable to Tenant or any other person on or about the premises for any loss, damage or injury sustained by reason of Tenant’s failure to keep the premises in good repair or on account of Tenant’s failure to comply with any and all of the provisions of this lease.
11. Right of Entry for Inspection. During the period of construction of such building and improvements Landlord, its officers, agents, employees and contractors may enter upon the premises at all reasonable times for the purpose of inspecting and determining that the work is completed in accordance with the plans and specifications.

12. Tenant's Obligations. Tenant shall:

(a) Keep the premises in a safe, clean, and presentable condition and not allow any refuse or debris to accumulate upon the premises or upon the sidewalks or streets adjoining the same, and to remove snow, ice and other obstructions from the sidewalks;

(b) Maintain structural parts of the building(s); furnish interior and exterior decorating; make necessary repairs to sewer, plumbing, water pipes, and electrical wiring; maintain adequate heat and air conditioning; and otherwise keep the buildings in a habitable condition;

(c) Be obligated to make repairs and replacements occasioned by defective materials or workmanship in the construction of the buildings;

(d) Make all replacement of glass and all nonstructural repairs and replacements to the interior and exterior of the buildings which are necessary to keep the premises in a good state of repair, reasonable wear and tear and damage by fire or other casualty excepted;

(e) Provide roadways and parking as shown on Exhibit C hereto;

(f) Build sidewalks and bike paths that connect to those of the Landlord as shown on Exhibit C hereto.

(g) If electing to proceed with construction of a second phase of student housing units, construct parking lot paving at a location on the DMACC Campus, to be determined by the Landlord, to replace the same number of parking spaces which are eliminated from the west end of parking lot J due to the construction of the tenant's phase 2 parking lot and associated site construction. (See Exhibit E).
13. **Alterations.** Tenant may, at its own expense, from time to time make such alterations, additions or changes, structural or otherwise, in and to the buildings as it may deem necessary or suitable; provided, however, Tenant shall obtain Landlord's prior written consent to plans and specifications for structural alterations, additions or changes; provided further, that such alterations, additions or changes shall not change the general character of the building; provided further that such alterations, additions or changes shall not materially diminish the value of the premises; and, provided further that if the foregoing conditions are fulfilled Landlord shall not withhold its consent. The term "structural changes" as used herein shall not include moving of stud partitions, minor plumbing and electrical work, modification and rearrangement of fixtures or other minor changes. Tenant shall secure building and other permits or authorizations required from time to time for any work permitted hereunder or installations by Tenant.

14. **Utilities.** Tenant shall promptly pay for all public utilities rendered or furnished to Tenant's buildings during the lease term, including water, gas and electricity.

15. **Governmental Regulations.** Tenant shall observe and comply with all rules, orders and regulations of the federal, state and municipal governments or other duly constituted public authority affecting said buildings.

16. **Eminent Domain.** In the event all of Demised Premises shall be expropriated by public or quasi-public authority, this lease shall terminate as of the date Tenant shall be deprived of the physical possession thereof.

   In the event that access or less than the whole of the Demised Premises shall be expropriated by public or quasi-public authority, Tenant shall have the option to terminate this lease as of the date Tenant shall be dispossessed from the part so expropriated, by giving notice to Landlord of such election so to terminate within ten (10) days from the date of such dispossesssion.

   In the event of an expropriation of any portion of the Demised Premises, if this lease shall not be terminated as hereinafore provided, it shall continue as to that portion of the said premises which shall not have been expropriated or taken, in which event Tenant shall, at its sole cost and expense, promptly and with due diligence restore said premises as nearly as practicable to complete units of like quality and character as existed just prior to such expropriation. The annual basic rental and other charges shall abate during the period of demolition and restoration, and thereafter the annual basic rent shall be
reduced in the proportion the ground level area of the part of the premises so expropriated shall bear to the total ground level area of said premises prior to such expropriation.

In the event this lease shall be terminated pursuant to this Article, any annual basic rent and other charges paid in advance shall be refunded to Tenant, and Tenant shall have an additional thirty (30) days, rent free, within which to remove its property from the demised premises. In the event that at the time of any expropriation, Tenant shall not have fully amortized expenditures which it may have made on account of any improvements, alterations or changes to the premises, Landlord shall assign to Tenant so much of any award payable as a result of such expropriation as shall equal the unamortized portion of Tenant's said expenditures. Said unamortized portion of Tenant's said expenditures shall be determined by multiplying such expenditures by a fraction, the numerator of which shall be the number of remaining years of the lease term at the time of such expropriation and the denominator of which shall be the number of remaining years of the lease term at the time such expenditures shall have been made.

17. Use. (a) DMACC Student Housing. Tenant shall use the premises primarily for housing students of the Des Moines Area Community College (DMACC). If Tenant cannot secure enough student subletters to fill the housing built on the demised premises then the Tenant may, with Landlord's consent, sublet living units to individuals who are not DMACC students.

(b) Management Plan. Tenant will operate the housing facilities in compliance with the approved management plan, attached hereto and made a part hereof, labeled "Exhibit D". Tenant may make changes in the management plan with the advice and consent of Landlord.

(c) Maximum Rent. Tenant will sublet housing at a maximum rent (including any utility and other changes) of $150/person/month during the first year of occupancy. Thereafter, the maximum rent shall be determined by adjusting the previous year's maximum rent according to changes in the cost of living as indicated by the annual change in the Consumer Price Index. This figure may be modified by mutual agreement between the Landlord and Tenant.

(d) Student Priority. In subletting units of housing built on the demised premises the Tenant shall give priority first to full time students at DMACC, second to part time students at DMACC, and third to non students. Full time students are those registered for 12 or more credit hours per semester. Part time students are those registered for less than 12 credit
hours per semester. Tenant will maintain a waiting list of DMACC students desiring housing and will grant those students the first right of refusal on units that become available.

(e) Assignment and Transfer. The demised premises shall not be used for any unlawful purpose. Tenant may, with the consent of landlord, assign this lease, or sell or otherwise transfer the buildings with the lease attached, it being expressly understood and agreed, however, that Tenant, at all times, shall remain and continue to be primarily liable for the rental to be paid hereunder and for the performance of all terms and conditions of this lease on its part to be performed.

(f) Landlord not responsible for Subletters. Landlord will cooperate with, but will not be responsible for, collection of sublet rental payments or enforcement of disciplinary actions.

(g) Landlord will not compete. Landlord agrees not to provide student housing and thus will not compete with Tenant. Landlord will actively support and encourage student use of housing on the demised premises.

(h) Building Names. Tenant may, with the advice and consent of Landlord, name and erect signs on the buildings on the demised premises.

18. Landlord's Right to Cure Tenant's Defaults. If the Tenant shall be in default hereunder, the Landlord may cure such default on behalf of the Tenant, in which event the Tenant shall upon demand forthwith reimburse the Landlord for all sums paid to effect such cure, together with interest at the rate of twelve percent (12%) per annum and reasonable attorney's fees. In order to collect such reimbursement, the Landlord shall have all the remedies available under this lease for a default in the payment of rent.

19. Landlord's Remedies. If the rent reserved in this lease, or any part thereof, shall not be paid when due, or if Tenant shall be in default under any other provision of this lease and the rents shall not be paid, or such other default shall not be cured with thirty (30) days after notice to Tenant of such nonpayment or other default, then Landlord may, by an instrument in writing delivered to Tenant at any time thereafter during the continuance of such default, either (a) terminate this lease, or (b) re-enter demised premises by summary proceedings or otherwise, expel Tenant and remove all property therefrom, relet such premises at the best possible rent readily obtainable (making reasonable efforts therefor), and receive the rent therefrom; provided however, that in either such case Tenant shall remain liable for the equivalent of the amount of all rent
reserved herein less the avails of reletting, if any, after deducting from such avails of reletting the reasonable costs of obtaining possession of said premises and of any repairs necessary to prepare it for reletting. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of rent. If any default by Tenant (except nonpayment of rent) cannot be reasonably remedied within thirty (30) days after notice of default, then Tenant shall have such additional time as shall be reasonably necessary to remedy such default before this lease can be terminated or other remedy enforced by Landlord. Except for the legal remedy of damages (provided Landlord shall, in all instances, be required to mitigate damages) and the equitable remedy of an injunction, the remedies of Landlord herein shall be exclusive of any other remedies.

20. Bankruptcy. If a petition in bankruptcy shall be filed by Tenant, or if Tenant shall be adjudicated bankrupt, or if Tenant shall make a general assignment for the benefit of creditors, or if in any proceeding based upon the insolvency of Tenant a receiver of all the property of Tenant shall be appointed and shall not be discharged within thirty (30) days after such appointment, then Landlord may terminate this lease by giving notice to Tenant of its intention so to do; provided, however, neither bankruptcy, insolvency, an assignment for the benefit of creditors nor the appointment of a receiver shall affect this lease or permit its termination so long as the covenants on the part of Tenant to be performed shall be performed by Tenant or someone claiming under it.

21. Covenant of Title. Landlord covenants, represents and warrants that it has full right and power to execute and perform this lease and to grant the estate demised herein and that Tenant, on payment of the rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the demised premises and all rights, easements, appurtenances and privileges belonging or in anywise appertaining thereto during the lease term without molestation or hindrance of any person whomsoever, and if at any time during the term hereby demised the title of Landlord shall fail or it be discovered that its title shall not enable Landlord to grant the term hereby demised, Tenant shall have the option at Landlord's expense to correct such defect or to terminate this lease with full reservation of its right to damages, if any.

Landlord further covenants, represents and warrants that it is seized of an indefeasible estate in fee simple in the land demised herein free and clear of any liens, encumbrances, restrictions and violations (or claims or notices thereof) except building restrictions, restrictive covenants, and easements of
record on the date hereof, none of which will materially and adversely interfere with the conduct of Tenant's business on the Demised Premises.

Landlord shall, without expense to Tenant, and within thirty (30) days after written request by Tenant, furnish (a) an abstract of title showing that Landlord's title is as herein represented and (b) agreements wherein each holder of any lien against the Demised Premises shall consent to this lease and warrant that Tenant's possession and right of use under this lease in and to the Demised Premises shall not be disturbed by such holder unless and until Tenant shall breach any of the provisions hereof and this lease or Tenant's right to possession hereunder shall have been terminated in accordance with the provisions of this lease.

22. **Landlord's Obligations.** Landlord shall provide:

(a) Sewer, water, electricity and gas service, as shown on Exhibit B attached hereto; and

(b) Access to the Demised Premises for Tenant and its subletters (see Exhibit B).

(c) Commensurate with paragraph 12, subparagraph (g) of this Agreement, access to and lease of a parcel of land located adjacent to the east boundary of the Demised Premises, as shown on Exhibit E attached hereto, for the Tenant's use in construction of parking for a second phase of student housing units.

23. **Subrogation of Land to Tenant's Mortgage.** Upon written request by Tenant, Landlord, shall execute and deliver an agreement subordinating its interest in the Demised Premises to any first mortgage upon the Demised Premises; provided, however, such subordination shall be upon the express condition that the validity of this lease and the Landlord's rights hereunder shall be recognized by the mortgagee.

24. **Landlord's Right to Cure Tenant's Defaults.** In the event Tenant shall neglect to pay when due any obligations on any mortgage or encumbrance affecting title to Demised Premises and to which this lease shall be subordinate, or shall fail to perform any obligation specified in this lease, then Landlord may, after the continuance of any such default for ten (10) days after notice thereof by Landlord, pay said principal, interest or other charges or cure such default, all on behalf of and at the expense of Tenant, and do all necessary work and make all necessary payments in connection therewith, and Tenant shall on demand pay Landlord forthwith the amount so paid by Landlord together with interest thereon at the rate of twelve percent (12%) per annum.
25. **Condition of Premises at Termination.** At the expiration or earlier termination of the lease term, Tenant shall surrender to Landlord demised premises, including buildings constructed by Tenant together with alterations, additions, and improvements then a part thereof, in good order and condition except for the following: ordinary wear and tear, and loss or damage by fire, the elements, and other casualty or occurrence. All furniture and fixtures installed in said buildings at the expense of Tenant or other occupant shall remain the property of Tenant or such other occupant; provided, that upon removal of any such furniture or fixtures Tenant shall reimburse Landlord for any damage to the premises caused by such removal; provided, however, Tenant shall, at any time and from time to time during the lease term, have the option to relinquish its property rights with respect to such fixtures (including, but not limited to, air conditioning machinery and lighting fixtures), which option shall be exercised by notice of such relinquishment to Landlord, and from and after the exercise of said option, the property specified in said notice shall be the property of Landlord.

26. **Option to Renew.** Upon the mutual agreement of the Landlord and the Tenant, and upon a finding by the Landlord that the Tenant has satisfactorily managed the Demised Premises, this lease may be renewed upon the expiration of its term upon terms and conditions satisfactory to both parties.

27. **Holding Over.** In the absence of any written agreement to the contrary, if Tenant should remain in occupancy of demised premises after the expiration of the lease term, it shall so remain as a tenant from month-to-month, and all provisions of this lease applicable to such tenancy shall remain in full force and effect.

28. **Notices.** Notices required under this lease shall be in writing and deemed to be properly served on receipt thereof if sent by certified or registered mail to Landlord at the last address where rent was paid or to Tenant at its principal office in Iowa, or to any subsequent address which Tenant shall designate for such purpose. Date of notice shall be date on which such notice is deposited in a post office of the United States Post Office Department.

29. **Landlord's Right to Show Premises.** Landlord or Landlord's agents at reasonable hours may enter the premises to inspect the same or to show the premises to prospective tenants.

30. **Mechanic's Liens.** Tenant shall indemnify the Landlord against any mechanic's lien or other lien arising out of the construction of, alteration of, repair of, addition to, or improvement of the Demised Premises.
31. **No Continuing Waiver.** 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 term or condition of this lease.

32. **Captions and Definitions.** Marginal captions of this lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions thereof. The necessary grammatical changes which shall be required to make the provisions of this lease apply (a) in the plural sense if there shall be more than one Tenant, and (b) to any Tenant which shall be either a corporation, an association, a partnership, or an individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this lease under any of the Articles hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.

33. **Successors and Assigns.** The conditions, covenants and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this lease shall run with the land.

Tenant may not sell or otherwise transfer buildings on the demised premises without the Landlord's consent.

34. **Counterparts.** This lease has been executed in multiple copies, and each executed copy shall be deemed an original without necessity of production of other copies.

35. **Landlord's Consent.** For all actions by the Tenant which are conditioned upon consent by the Landlord, consent will not be unreasonably withheld.

36. **Attorney's Fees.** In the event of a dispute regarding this lease, each party shall be responsible for paying its own attorney's fees.

37. **Memorandum Recorded.** The parties agree that a memorandum of this lease shall be executed and may be recorded in the office of the County Recorder of Polk County, Iowa, and that this lease itself shall not be recorded.

38. **Time is of the Essence.** Time is expressly declared to be of the essence in this lease.
IN WITNESS WHEREOF, the parties hereto have executed this lease the day and year first above written.

DES MOINES AREA COMMUNITY COLLEGE

By

Jasper Risdal, President of the Board of Directors

ATTEST:

Helen Harris, Secretary of the Board of Directors

DES MOINES STUDENT HOUSING LIMITED PARTNERSHIP

By

ATTEST:


STATE OF IOWA )
     SS:
COUNTY OF POLK )

On this _____ day of _____, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Helen Harris and Jasper Risdal, to me personally known, who being by me duly sworn, did say that they are the Secretary and President, respectively, of Des Moines Area Community College executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Helen Harris and Jasper Risdal as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Notary Public in and for said County and State
STATE OF IOWA  
COUNTY OF POLK  

On this ____ day of ____________ 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____________________ and _____________________, to me personally known, who being by me duly sworn, did say that they are the _____________________ and _____________________, the General Partners of ________________, a limited partnership, executing the foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation as General Partners of ________________, a limited partnership, by authority of the corporation's Board of Directors; and that _____________________ and _____________________ as such officers acknowledged execution of the instrument to be the voluntary act and deed of the corporation and limited partnership by it and by them voluntarily executed.

________________________, Notary Public
in and for said County and State

D.57/75-87
LEGAL DESCRIPTION

A parcel of land in the SW 1/4, Section 26, Township 80 North, Range 24 West of the 5th Principal Meridian, now included in and forming a part of the City of Ankeny, Polk County, Iowa, more particularly described as follows:

Commencing at the E 1/4 corner of said Section 26, thence along the north line of S 1/2 of said Section 26 on an assumed bearing S 89° 57' 17" W, a distance of three thousand nine hundred (3,900) feet to the point of beginning; thence N 89° 57' 17" E along north line of said S 1/2 of Section 26, a distance of three hundred twenty (320.0) feet; thence S 20° 08' 29" E, a distance of three hundred and three tenths (300.3) feet; thence S 59° 29' 48" W, a distance of three hundred forty-four and nineteen hundredths (344.19) feet; thence N 45° 02' 43" W, a distance of one hundred seventy-eight and nine tenths (178.9) feet; thence N 0° 02' 43" W, a distance of three hundred thirty (330.0) feet to the point of beginning.

Said parcel of land containing 3.32 acres, more or less.

See attached V&K Drawing No. XI.
W 1/4 CORNER, SECTION 26
10' IOWA POWER ELECTRIC SUPPLY LINE EASEMENT
FOUND 1 1/4" PIPE
E 1/4 CORNER, SECTION 26
T80 N, R24 W
FOUND "X" IN PAVEMENT

POINT OF BEGINNING
N 89°57'17"E +320.0'
3700.0'

E 380.0' S
3700.0'

N 5°26'43"
118.9'

N 6°20.0' N
118.9'

LEGEND
SET IRON PIPE
SURVEY BOUNDARY

I hereby certify that this survey was made by me or under
my direct supervision and that I am a duly registered Professional
Engineer and Land Surveyor under the laws of the State of Iowa.
Signature

DATE 6/7/86

H. Robert Veenstra, P.E., Iowa Reg. No. 2258

SCALE 1"=100'  DRAWN
CHECKED  APPROVED
DATE 6/7/86

VEENSTRA & KIMM, INC.
ENGINEERS & PLANNERS
300 WEST BANK BUILDING
WEST DES MOINES, IOWA 50266

PROPERTY SURVEY
STUDENT HOUSING SITE
DES MOINES AREA COMMUNITY COLLEGE
ANKENY, IOWA

'HIBIT A
1. Call to Order - immediately following Public Hearing.

2. Roll Call.

3. Consideration of tentative agenda.

4. Public comments.

5. Consideration of minutes of June 21, 1988, regular board meeting.

6. Consideration of Resolution, HF623, New Jobs Training Agreement, Perishable Distributors of Iowa, Ltd.


8. Consideration of Resolution directing publication of Notice of Intention to Issue New Jobs Training Certificates, Multiple Projects VIII.

9. Consideration of Resolution directing Advertisement for Sale of New Jobs Training Certificates, Multiple Projects VIII.

10. Consideration of Resolution for division of property taxes, HF623, Garst Seed Company.


12. Consideration of Board Policy 2016, HIV/AIDS.

13. Consideration of revised Board Policies 2014, Alcoholic Beverages at Special Events, and 6027, Recruitment Expenses.


15. Consideration of final five percent payment to Ringland-Johnson-Crowley Co., General Contractor, for the expansion of DMACC Urban Campus, Des Moines.


17. Consideration of Payables.


20. Superintendent's report.
21. Board Members' reports.
22. Closed Session - Evaluation of President.
23. Information Items:
   A. August 3 - Carroll Graduation - 6:30 p.m.
   B. August 4 - Graduation - Vet's Auditorium - 7:30 p.m.
   C. August 16 - Regular Board Meeting - 5:00 p.m. - Ankeny
5.1 Consideration of minutes of July 12, 1988 special Board meeting.
REGULAR MEETING
19 JULY 1988

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 July 19, 1988. The meeting was called to order at 5:05 p.m., by Board President Jasper Risdal.

ROLL CALL

Members Present:
Harold Belken
DeVere Bendixen
Susan Clouser
Dick Johnson

Eldon Leonard
Jasper Risdal
Nancy Wolf

Members Absent:
Lloyd Courter
Doug Shull

Others Present:
Joseph A. Borgen, President
Helen M. Harris, Board Secretary
Don Zuck, College Treasurer
Noreen Jacobs, Davis, Hockenberg Law Firm
Other interested DMACC staff and area residents

APPROVAL OF TENTATIVE AGENDA

H. Belken made a motion that the tentative agenda and addendum be approved as presented. Second by D. Bendixen.

Motion passed unanimously.

APPROVAL OF MINUTES

A motion was made by S. Clouser, seconded by D. Bendixen, that the minutes of the June 21, 1988 regular board meeting and the July 12, 1988, special meeting be approved as presented.

Motion passed unanimously.

APPROVAL OF RESOLUTION, PERISHABLE DISTRIBUTORS

It was moved by E. Leonard, seconded by N. Wolf that the Board approve the Resolution approving the form and content, execution and delivery of a New Jobs Training Agreement, instituting proceedings for the taking of additional action for the issuance of new jobs training certificates, directing the publication of a Notice of Intention to Issue not to exceed $235,000 aggregate principal amount of New Jobs Training Certificates (Perishable Distributors of Iowa, Ltd. project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. A copy of said Resolution is Attachment #1 to these minutes.

Motion passed unanimously on a roll call vote.
A motion was made by H. Belken, seconded by D. Bendixen, that the Board approve the Resolution approving the form and content, execution and delivery of a first addendum to New Jobs Training Agreement, instituting proceedings for the taking of additional action for the issuance of New Jobs Training Certificates and directing the publication of a Notice of Intention to Issue not to exceed $92,000 aggregate principal amount of new jobs training certificates (The Graphic Corporation project) of the Des Moines Area Community College, and providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program. Said Resolution is Attachment #2 to these minutes.

Motion passed unanimously on a roll call vote.

It was moved by E. Leonard, seconded by D. Johnsmen, that the Board approve the Resolution directing publication of a Notice of Intention to Issue not to exceed $2,640,000 aggregate principal amount of New Jobs Training Certificates and calling a Public Hearing on the proposal to issue said certificates. Resolution is Attachment #3 to these minutes.

Motion passed unanimously on a roll call vote.

H. Belken moved that the Board approve the Resolution directing the advertisement for sale of New Jobs Training Certificates, Multiple Projects VIII. Resolution is Attachment #4 to these minutes. Second by D. Johnson.

Motion passed unanimously on a roll call vote.

S. Clouser moved that the Board approve the Resolution directing the correction of the legal description of certain property, Garst Seed Co. Second by D. Johnson. A copy of said Resolution and legal description of said property are Attachment #5 to these minutes.

Motion passed unanimously on a roll call vote.

A Motion by E. Leonard to approve a modification recommended by the Calendar Committee for the 1988-89 academic calendar was seconded by D. Bendixen. The changes involved is changing January 4, 1989, from a non-duty day to a professional day for faculty, and correspondingly, changing May 9, 1989, from a faculty professional day to a non-duty day. Attachment #6.

Motion passed unanimously.

BOARD MEMBER LEONARD LEAVES MEETING
The motion to approve Board Policy 2016, HIV/AIDS, was made by N. Wolf, seconded by D. Bendixen. A copy of said policy is Attachment #7 to these minutes. Norene Jacobs, Attorney, Davis, Hockenberg Law Firm, was available for specific questions from the Board.

Motion passed unanimously.

H. Belken made a motion for the Board to approve the revised Board Policy, 2014, Alcoholic Beverages, Attachment #8 to these minutes. Second by S. Clouser.

Motion passed unanimously.

A motion for the Board to approve revised Board Policy 6027, Recruitment Expenses, was made by H. Belken, seconded by D. Bendixen. Attachment #9.

Motion passed unanimously.

It was moved by D. Johnson, seconded by S. Clouser, that the Board approve the payment of the Iowa Association of Community College Trustees FY1988-89 annual dues in the amount of $33,265.00, for the period July 1, 1988 through June 30, 1989.

Motion passed unanimously.

A motion for payment of the final five percent retainage fee, less payment of landscaping work, to Ringland-Johnson-Crowley, general contractor for the expansion of Urban Campus, Des Moines, was made by D. Bendixen, seconded by N. Wolf. This amount is $72,260.00 ($82,985 less $10,725 = $72,260). Notification of completion of work is Attachment #10 to these minutes.

Motion passed unanimously.

S. Clouser made a motion, second by N. Wolf, that the Board approve the following personnel items:


Motion passed unanimously.

APPROVAL OF PAYABLES

A motion for approval of the payables as presented in Attachment #11 to these minutes was made by D. Bendixen, seconded by H. Belken.

Motion passed unanimously.

RECEIVE & FILE TREASURER’S ANNUAL REPORT.

A motion to receive and file the DMACC Treasurer’s Annual Report for period ending June 30, 1988, was made by H. Belken, seconded by D. Bendixen. A copy of said report is Attachment #12 to these minutes.

Motion passed unanimously.

PRESENTATION OF FINANCIAL REPORT

The June 30, 1988, Financial Report was presented by Don Zuck, Vice President of Business Services. A copy of said report is Attachment #13 to these minutes.

SUPERINTENDENT’S REPORT

A presentation of the educational news briefs for 18 selected programs was presented by Tom Clarkson, Vice President, Institutional Relations.

CLOSED SESSION

No closed session was held.

ADJOURNMENT

A motion for adjournment was made by D. Johnson, seconded by N. Wolf.

Motion passed unanimously, and at 6:05 p.m., Board President Risdal adjourned the meeting.

Jasper M. Risdal, President

Helen M. Harris, Board Secretary
The Board of Directors of the Des Moines Area Community College met in regular session on the 19th day of July, 1988, at 5 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Susan Clouser, Dick Johnson,
Eldon Leonard, Nancy Wolf

Absent: Lloyd Courter, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement between the College and Perishable Distributors of Iowa, Ltd. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, Directing the Publication of a Notice of Intention to Issue Not to Exceed $235,000 Aggregate Principal Amount of New Jobs Training Certificates (Perishable Distributors of Iowa, Ltd. Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member N. Wolf. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Johnson, Leonard, Risdal
Wolf
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * * *

Attest:

President of the Board of Directors

Secretary of the Board of Directors

Ankeny, Iowa

July 19, 1988
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $235,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PERISHABLE DISTRIBUTORS OF IOWA, LTD. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, The Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Perishable Distributors of Iowa, Ltd. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $235,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $235,000 New Jobs Training Certificates (Perishable Distributors of Iowa, Ltd. Project) of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and
WHEREAS, the Project will be located, and the new jobs will be created, at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 280B.6 of the Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the project for which the certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(PERISHABLE DISTRIBUTORS OF IOWA, LTD. PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $235,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Perishable Distributors of Iowa, Ltd. Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Perishable Distributors of Iowa, Ltd. in Ankeny, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 280B of the Iowa Code.

By Order of the Board of Directors

_________________________
Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $235,000 of New Jobs Training Certificates (Perishable Distributors of Iowa, Ltd. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this board of directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 17 day of July, 1988.

Attest:

[Signature]

Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 19 day of July, 1988.

[Signature]
Secretary of the Board of Directors

D.77/32-38
The South 790 feet of the West 861.2 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36, Township 80, Range 24, and the East 408.8 feet of the West 1,270.0 feet of the South 450.0 feet of the Northeast 1/4 of the Northeast 1/4 of Section 36-80-24 located within the City of Ankeny, Iowa
STATE OF IOWA

POLK COUNTY

SS.

The undersigned, being first duly sworn, on oath states that he, she is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa; and that an advertisement, a printed copy of which is attached as Exhibit “A” and made a part of this affidavit, was printed and published in

The Des Moines Register (daily) the following dates.

_____________________________ July 28, 1938

in Des Moines Sunday Register on

The affiant states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Patricia Segah

Subscribed and sworn to before me by said affiant this 28TH day of

July 19, 19–88

Notary Public in and for Polk County, Iowa
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Des Moines Area Community College
Ankeny, Iowa

and

Perishable Distributors of Iowa, Ltd.

Dated as of May 10, 1988

Relating to

Des Moines Area Community College
Job Training Certificates
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of May 10, 1988 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Perishable Distributors of Iowa, Ltd., an Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 280B of Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

B. The Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

REPRESENTATIONS

Section 1.1 Representations of the Area School. The Area School represents and covenants that: (a) it is duly organized and validly existing under the laws of the State of Iowa; (b) it is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2 Representations and Covenants of the Employer. The Employer represents and covenants that:

(a) It is an Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described and referred to herein as the "Certificates") and to enter into and carry out the transactions contemplated herein. Such execution, delivery of performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate/intrastate commerce for the purpose of providing services in interstate commerce.

ARTICLE II

PROJECT: PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Plan For Perishable Dist. of Iowa, Ltd". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

Section 2.2. The Employer represents and agrees that the Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project.

Section 2.3. The Area School agrees to provide the Program Services. It is understood and agreed that the Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project.

Section 2.5. The terms of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.
Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in such resolution.

The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a Project Fund established by the Area School. Pending disbursement, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the resolution authorizing the Certificates.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefrom from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

ARTICLE III
PAYMENTS: SECURITY

Section 3.1. Whether or not the amounts described in Section 2.4 are sufficient for such purpose, the Employer shall make, or cause to be made, payments on or before each principal and interest payment date until the principal and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as payments hereunder, an amount equal to the amount payable as installments or principal (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such principal and interest payment date.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal and any premium of the Certificates as and when due.

Section 3.2. The Employer shall make, or cause to be made, from the sources described in Section 2.4 hereof, all payments directly to the Area School at its principal office for application to the payment of the corresponding installments of principal and premium, if any, and interest on the Certificates. The parties shall agree upon a payment schedule prior to the issuance of Certificates.

Section 3.3. The obligation of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.
Section 3.4. To secure the payment by the Employer of the payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that the new jobs credit from withholding, as defined and described in Section 5 of the Act, and the incremental property taxes, as defined and described in Section 4 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV
EVENT OF DEFAULT AND REMEDIES

Section 4.1. Events of Default. Each of the following shall be an "event of default" hereunder:

(a) The Employer shall fail to pay any required payment on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undischmissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

Area School: Joseph A. Ejrgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer: Perishable Distributors of Iowa, Ltd.
Ankeny, Iowa 50021

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may otherwise be necessary to enforce or secure payment of the principal or premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.
Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. To further secure the payment of principal or premium, if any, and interest on the Certificates, the Employer shall, upon the request of the Area School, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer (or a letter-of-credit from a financial institution) in form and content acceptable to the Area School.

Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The parties shall agree upon a repayment schedule prior to the issuance of Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement shall terminate and the Project shall be terminated by mutual agreement of the parties.

Section 5.9. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.
Section 5.11. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names, all as of the date hereinabove written.

ATTEST:

[Signature]

ATTEST:

[Signature]
TRAINING PLAN
FOR
PERISHABLE DISTRIBUTORS
OF
IOWA

Prepared by:
Des Moines Area Community College
Dave Palmitier and Bob Taylor
Training Consultants
INTRODUCTION

Perishable Distributors of Iowa is an Iowa corporation with facilities located in Des Moines, Iowa.

PDI warehouses and distributes perishable food items for grocery stores. Total Iowa employees are 137. They have constructed a new facility in Ankeny, Iowa and will be relocating there in June 1988. This expansion will require additional staff.

Des Moines Area Community College, in cooperation with PDI staff, have prepared the following plan to train the new employees.

The Training Plan includes:

I. Personnel Management and Development
II. Classroom Instruction
III. Job Specific Training
IV. Safety Training
   I. On-The-Job Training
Perishable Distributors of Iowa
Job Training

The training will be divided into five sections.

I. Personnel Management and Development

Supervisory and management training will be conducted in this section. Individual seminars, workshops, and memberships for administrative staff for the purpose of developing training and safety programs will be included.

II. Classroom Instruction

A. Employee Orientation 2 hours

This session is for all new employees. It will include information about the company - past, present, and future. A general orientation video will be developed.

B. Salesmanship 4 hours

This section is designed to improve upon the skills in order to develop a professional sales person.

C. Customer Relations 4 hours

This session will focus on handling difficult customers and generating a positive company image to the customer.

D. Word Processing 6 hours

This session is designed for the PC to make the employee aware of the particular system.
E. Computer Usage

This session focuses on accessing the mainframe and becoming familiar with the company system.

III. Job Specific Training

A. Warehouse

A video will be developed to use in training new warehouse employees in specific operations.

B. Transportation

A specific video will be developed to train new employees in this area.

C. Maintenance

This section is for training in the repair and maintenance of lift trucks.

D. Refrigeration

This unit is designed to train an employee so they may become licensed refrigeration specialists.

IV. Safety Training

A complete safety program will be developed particular to Perishable Distributors of Iowa. This will include the written program and design for training.
V. On-The-Job Training

All new employees will receive instruction, guidance, and supervisor on a individual basis from an immediate supervisor during on-the-job training (OJT).

Depending on the complexity of the job, the total number of hours approved for salary reimbursement to Perishable Distributors of Iowa will vary according to the Dictionary of Occupational Title (DOT) classification.
BUDGET NARRATIVE

The source of training funds is derived from the use of new jobs credit from withholding and the use of incremental property taxes under the provisions of House File 623.

The Budget is $149,983.00

I. Personnel Management and Development $ 17,470.00

II. Classroom Instruction $ 30,000.00

III. Job Specific Training $ 30,000.00

IV. Safety Training $ 13,991.00

V. Instruction and Training Materials $ 9,992.00

VI. On-The-Job Training $ 48,530.00

Total Estimated Expenditures: $149,983.00

The estimated beginning date for training is June 12, 1988
The estimated completion date for training is June 11, 1990

Upon receipt of proper documentation, reimbursement to all providers of training that meet the guidelines of HF 623 will be made on a quarterly basis.
Ankeny, Iowa
July 19, 1988

The Board of Directors of the Des Moines Area Community College met in regular session on the 19th day of July, 1988, at five o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Susan Clouser, Dick Johnson

Eldon Leonard, Nancy Wolf

Absent: Lloyd Courter, Doug Shull

Matters were discussed concerning an Addendum to the previously approved new jobs training agreement between the College and The Graphic Corporation. Following a discussion of the proposal, Board Member H. Belken introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a First Addendum to New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates and Directing the Publication of a Notice of Intention to Issue Not to Exceed $70,000 Aggregate Principal Amount of New Jobs Training Certificates (The Graphic Corporation Project) of the Des Moines Area Community College, and Providing for the Division of Taxes Levied on Property Where New Jobs are Created as a Result of a New Jobs Training Program"; and moved its adoption. The motion was seconded by Board Member D. Bendixen. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Johnson, Leonard, Risdal, Wolf
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * * *

Attest: President of the Board of Directors

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A FIRST ADDENDUM TO NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $92,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (THE GRAPHIC CORPORATION PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE, AND PROVIDING FOR THE DIVISION OF TAXES LEVIED ON PROPERTY WHERE NEW JOBS ARE CREATED AS A RESULT OF A NEW JOBS TRAINING PROGRAM.

WHEREAS, The Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to an expanded New Jobs Training Program with the Company, pursuant to the provisions of the Act (hereinafter referred to as the "Project") to educate and train additional workers for new jobs with the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed an additional $92,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $92,000 New Jobs Training Certificates (The Graphic Corporation Project) of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project will be located, the Board of Directors of the College must adopt a resolution to that effect; and
WHEREAS, the Project will be located, and the new jobs will be created, at the real property which is legally described on Exhibit "B" attached hereto and hereby incorporated herein; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 230B.6 of the Act; and

WHEREAS, the College has previously undertaken a New Jobs Training Program with The Graphic Corporation (hereinafter referred to as the "Company") and has issued its New Job Training Certificate for the purpose of financing the costs of such program; and

WHEREAS, an Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide an expanded new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the project for which the certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
NOTICE OF INTENTI ON TO ISSUE
NEW JOBS TRAINING CERTIFICATES
( THE GRAPHIC CORPORATION PROJECT)
OF THE DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of the Des Moines Area Community College intends to issue in the manner required by law not to exceed $92,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (The Graphic Corporation Project). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at The Graphic Corporation in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the board of directors in proposing to issue the certificates. The action of the board of directors in determining to issue the certificates is final and conclusive unless the district court finds that the board of directors has exceeded its legal authority. An action shall not be brought which questions the legality of the certificates, the power of the board of directors to issue the certificates, the effectiveness of any proceedings relating to the authorization of the project, or the authorization and issuance of the certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 28OB of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Addendum to Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit A attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Addendum to Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Addendum to Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit A attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $92,000 of New Jobs Training Certificates (The Graphic Corporation Project), the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "B" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.

Section 5. That the County Auditor of the County where the property described on Exhibit "B" is located shall after the date of the adoption of this Resolution make the allocations provided for herein.

Section 6. The taxes received by this board of directors shall be allocated to and when collected be paid into a special fund of the College and shall be irrevocably pledged by the College to pay the principal of and interest on the Certificates issued by the College to finance the Project.

Section 7. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "B" is located.

Section 8. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 9. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.
Passed and approved this 19th day of July, 1988.

[Signature]

President of the Board of Directors

Attest:

[Signature]

Secretary of the Board of Directors
STATE OF IOWA )
COUNTY OF POLK )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and its Board of Directors and officers; and that I have carefully compared the transcript hereeto attached with the aforesaid corporate records and that said transcript hereeto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 19th day of July, 1988.

[Signature]

Secretary of the Board of Directors

D.77/108-114
COPY OF ADVERTISEMENT

Exhibit "A"

STATE OF IOWA

POLK COUNTY

The undersigned, being first duly sworn, on oath states that he, she is the

Chief Clerk

of Des Moines Register and Tribune Company, a corporation duly organized and
existing under the laws of the State of Iowa, with its principal place of business in
Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines,
Polk County, Iowa; and that an advertisement, a printed copy of which is attached
as Exhibit "A" and made a part of this affidavit, was printed and published in

July 28, 1988

in Des Moines Sunday Register on.

The affiant states that all of the facts set forth in the foregoing affidavit are
true as he/she verily believes.

Subscribed and sworn to before me by said affiant this 28TH day of

July 12, 1988

Mary C. Hovman

Notary Public in and for Polk County, Iowa
The Graphic Corporation

The legal description of the property leased by The Graphic Corporation from the Principal Financial Group is as follows:

Lot Twelve (12) RIVER HILLS, an Official Plat in the City of Des Moines, Iowa, locally known as 727 East Second Street, Des Moines, Iowa.
This Final Addendum to an Industrial New Jobs Training Agreement is made and entered into as of July 5, 1988, between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and The Graphic Corporation (the "Employer") under the following circumstances:

WHEREAS, the Area School and Employer entered into an Industrial New Jobs Training Agreement (the "Agreement") as of April 1, 1988, for the purpose of establishing a New Jobs Training Program (the "Training Program") to train certain persons employed by the Employer for new jobs at its facilities within the Merged Area; and,

WHEREAS, the Area School and the Employer have agreed that the Training Program and Agreement are satisfactory and that additional training should be undertaken as a part of the Training Program in connection with additional jobs to be added by the Employer.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL REPRESENTATIONS AND AGREEMENTS HEREINAFTER CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Area School and the Employer will train the company employees as a part of the Training Program.

2. The training procedure and project guidelines shall be governed by the original Agreement.

3. The Area School and the Employer have cooperated in developing the attached budget and training plan for this Addendum and agree that it shall govern the expanded Training Program.

4. The Area School and the Employer agree to maintain the original training period from May 15, 1988 to May 31, 1989.

5. Except as modified herein, the Area School and the Employer reaffirm the terms and provisions of the Agreement and agree that all such terms and provisions shall apply to the expanded Training Program referred to herein and to any New Jobs Training Certificates issued in order to fund the expanded Training Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this First Addendum to be duly executed as of the date hereinabove written.

ATTEST: John W. Harris

ATTEST: Herman A. Devine

DESMOINES AREA COMMUNITY COLLEGE

The Graphic Corporation

Name of Company

By

By

EDG-4
TRAINING PLAN

FOR

THE GRAPHIC CORPORATION

July 5, 1988
Prepared by
Des Moines Area Community College
Norman Luiken
The Graphic Corporation
John DeVries
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INTRODUCTION

The Graphic Corporation is located at 727 E. 2nd Street in Des Moines, Iowa.

An established full-service advertising and communications company, The Graphic Corporation provides design, illustration, photography, copywriting, typesetting, camera-ready art, and printing – all under one roof. The Graphic Corporation founded in 1960, prides itself in current communication technology, and their expansion involves new technology in their printing press operations and their typesetting areas. This will involve at least eight (8) new positions and approximately $1,350,000 worth of new machinery and equipment. The new equipment is scheduled for operation during the next six months.

Training will consist of new equipment specific skills training, customer relations/communications, safety training, and well defined on-the-job training. Much of the training will be accomplished on location, and will be an integral part of the companies total training effort.
THE GRAPHIC CORPORATION TRAINING PLAN

I. Structured or Individualized

A. Orientation to The Graphic Corporation

1. Its history, philosophy, products, policies facility, terminology and employee roles and benefits.
2. This is The Graphic Corporation video (in-house produced).

B. Basic Job Preparation Training

1. Right-to-Know training
2. Safety Regulations
3. Micro-computer literacy training
4. Overview of product flow/scheduling
5. Telemarketing and Telephone Techniques

C. Job Specific Training (Demonstration & Instruction)

1. Equipment operation (new press)
2. Systems Integration (process interaction)
3. Skill practice and non-production operation of new equipment
4. Micro-computer training (graphics and advanced programs)

II. On-The-Job Training

Various employees will receive instruction, demonstration, guidance, and hands-on practice on an individual basis from a supervisor during the job learning process.

Depending on the complexity of the job, the total hours approved for half salary reimbursement to The Graphic Corporation will vary according to the Dictionary of Occupational Titles (DOT).

The on-the-job training programs designed and administered by The Graphic Corporation will dictate and continue even though the training according to the DOT may not be eligible for salary reimbursement.
### LIST OF NEW JOBS CREATED BY PROPOSED PROJECT

<table>
<thead>
<tr>
<th>Job Description</th>
<th>Number Needed</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Pressman</td>
<td>1</td>
</tr>
<tr>
<td>First Pressman - Second Shift</td>
<td>1</td>
</tr>
<tr>
<td>Second Pressman</td>
<td>1</td>
</tr>
<tr>
<td>Second Pressman - Second Shift</td>
<td>1</td>
</tr>
<tr>
<td>Preparatory</td>
<td>1</td>
</tr>
<tr>
<td>Bindery II - Second Shift</td>
<td>1</td>
</tr>
<tr>
<td>Estimator</td>
<td>1</td>
</tr>
<tr>
<td>Customer Service/Quality Control</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td>8</td>
</tr>
</tbody>
</table>
THE GRAPHIC CORPORATION

TRAINING PLAN BUDGET SUMMARY

The budget for The Graphic Corporation represents an expenditure of $64,054 for all forms of training.

I. Individual and Group Training $43,700
   A. Orientation Training
   B. Follow-up Orientation Training & Benefit Commitment
   C. Basic Job Preparation Training
   D. Job Specific Training

II. On-the-Job Training $20,354

TOTAL $64,054

Estimated Revenue Sources

HF 623 - $60,054

Anticipated start date for training is May 15, 1988. Anticipated completion date for training is May 31, 1989.

Upon receipt of the proper documentation, reimbursement to all providers of training that meet the guidelines of HF 623 will be made on a quarterly basis.
Individual and Group Training

I. Development $13,200
   The Graphic Corporation staff
   Technical Writers
   Development Materials

II. Instructional Materials/Resources $13,000
   Video Development
   Purchased video tapes and materials
   Associated materials/supplies

III. Instructional Equipment $1,500

IV. Instruction $16,000
   The Graphic Corporation staff
   Other Staff
   Individualized instruction
   Specialized Training
   Workshop courses; etc.

V. On-the-Job Training $20,354

TOTAL $64,054
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 19th day of July, 1988 at five p.m., in the Board Room of the Administration Building in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Susan Clouser, Dick Johnson,
Eldon Leonard, Nancy Wolf

Absent: Lloyd Courter, Doug Shull

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, Board Member E. Leonard introduced and caused to be read a resolution entitled "A Resolution Directing the Publication of a Notice of Intention to Issue Not to Exceed $2,640,000 Aggregate Principal Amount of New Jobs Training Certificates and Calling a Public Hearing on the Proposal to Issue said Bonds", and moved its adoption. The motion was seconded by Board Member D. Johnson. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Johnson, Leonard, Risdal, Wolf
Nays: None

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * * * *

Jasper Risdal, President of the Board of Directors

Attest:

Helen Harris, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE PUBLICATION OF A
NOTICE OF INTENTION TO ISSUE NOT TO EXCEED
$2,640,000 AGGREGATE PRINCIPAL AMOUNT OF NEW
JOBS TRAINING CERTIFICATES AND CALLING A
PUBLIC HEARING ON THE PROPOSAL TO ISSUE SAID
BONDS.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College; and

WHEREAS, the Act authorizes the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue a single issue of New Jobs Training Certificates with respect to all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its New Jobs Training Certificates pursuant to the provisions of the Act in the amount of $2,640,000
for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company:

<table>
<thead>
<tr>
<th>Company</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albrecht, Ltd.</td>
<td>$29,500</td>
</tr>
<tr>
<td>Amoco Oil Company</td>
<td>1,064,500</td>
</tr>
<tr>
<td>Mike Brooks, Inc.</td>
<td>181,000</td>
</tr>
<tr>
<td>Commtron Corp.</td>
<td>119,500</td>
</tr>
<tr>
<td>First Continental Communications, Inc.</td>
<td>26,500</td>
</tr>
<tr>
<td>The Graphic Corporation</td>
<td>70,000</td>
</tr>
<tr>
<td>Iowa Farm Bureau Federation</td>
<td>209,500</td>
</tr>
<tr>
<td>Mid-Central Plastics, Inc.</td>
<td>91,000</td>
</tr>
<tr>
<td>Perishable Distributors of Iowa</td>
<td>235,000</td>
</tr>
<tr>
<td>Pestcon Systems, Inc.</td>
<td>72,000</td>
</tr>
<tr>
<td>Vermeer Manufacturing Company</td>
<td>275,500</td>
</tr>
<tr>
<td>Younkers, Inc.</td>
<td>266,000</td>
</tr>
</tbody>
</table>

WHEREAS, it is proposed to finance the cost of the Projects through the issuance of New Jobs Training Certificates (Multiple Projects VIII) of the College in an aggregate principal amount of $2,640,000 (the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to conduct a public hearing on the proposal to issue the Certificates and to publish the notice of the proposal to issue the Certificates and the right to appeal the decision of the Board of Directors to issue the Certificates, all as required and provided for by Section 280B.6 of the Act and Section 147 of the Internal Revenue Code of 1986.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Board of Directors of the Des Moines Area Community College meet at the Clover Ridge Conference Center, East Lake Panorama, (Panora, Iowa), on the 16th day of August, 1988, at two o'clock p.m., at which time and place a public hearing shall be held on the proposal to issue the Certificates, at which hearing all residents of the Merged Area who appear shall be given an opportunity to express their views for or against the proposal to issue the Certificates.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of intention to issue the Certificates, setting forth the amount and purpose thereof, and the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) days prior to the date fixed for the hearing, in a newspaper published and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(MULTIPLE PROJECTS VIII) OF THE
DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that a public hearing will be conducted before the Board of Directors of Des Moines Area Community College (the "College") at the Clover Ridge Conference Center, East Lake Panorama, (Panora, Iowa), at two o'clock p.m., on August 16, 1988, on a proposal to issue not to exceed $2,640,000 aggregate principal amount of the College's New Jobs Training Certificates (Multiple Projects VIII) (the "Certificates"), pursuant to the provisions of Chapter 280B of the Code of Iowa. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs and administrative expenses, of new jobs training programs (the "Projects") to educate and train workers for new jobs at the following companies (the "Companies") at the following locations:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albrecht, Ltd.</td>
<td>Adel, Iowa</td>
</tr>
<tr>
<td>Amoco Oil Company</td>
<td>West Des Moines, Iowa</td>
</tr>
<tr>
<td>Mike Brooks, Inc.</td>
<td>Knoxville, Iowa</td>
</tr>
<tr>
<td>Commtron Corp.</td>
<td>West Des Moines, Iowa</td>
</tr>
<tr>
<td>First Continental Communications, Inc.</td>
<td>Johnston, Iowa</td>
</tr>
<tr>
<td>The Graphic Corporation</td>
<td>Des Moines, Iowa</td>
</tr>
<tr>
<td>Iowa Farm Bureau Federation</td>
<td>West Des Moines, Iowa</td>
</tr>
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<td>Mid-Central Plastics, Inc.</td>
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<td>Pestcon Systems, Inc.</td>
<td>Urbandale, Iowa</td>
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<tr>
<td>Vermeer Manufacturing Company</td>
<td>Pella, Iowa</td>
</tr>
<tr>
<td>Younkers, Inc.</td>
<td>Ankeny, Iowa</td>
</tr>
</tbody>
</table>

All residents of the Merged Area who appear at said public hearing shall be given an opportunity to express their views for or against the proposal to issue said Certificates, and at said hearing, or any adjournment thereof, the Board of Directors of the College shall adopt a resolution determining whether or not to proceed with the issuance of said Certificates.

Notice is further given of the intention of the Board of Directors of the College to issue the Certificates and that the Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the
Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Projects, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

By Order of the Board of Directors of Des Moines Area Community College

Secretary of the Board of Directors
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 19th day of July, 1988.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the fact sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 19th day of July, 1988.

[Signature]

Secretary of the Board of Directors of the Des Moines Area Community College

D.77/89-95
STATE OF IOWA

POLK COUNTY

ss.

The undersigned, being first duly sworn, on oath states that he, she is the Chief Clerk of Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa; and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) the following dates

July 28, 1988

in Des Moines Sunday Register on

The affidavit states that all of the facts set forth in the foregoing affidavit are true as he/she verily believes.

Subscribed and sworn to before me by said affiant this 28TH day of July, 1988

Mary E. Hulman
Notary Public in and for Polk County, Iowa
The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 19th day of July, 1988 at five p.m., in the Board Room of the Administration Building in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Susan Clouser, Dick Johnson
Eldon Leonard, Nancy Wolf

Absent: Lloyd Courter, Doug Shull

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, Board Member H. Belken introduced and caused to be read a resolution entitled "A Resolution Directing the Advertisement for Sale of New Jobs Training Certificates"; and moved its adoption. The motion was seconded by Board Member D. Johnson. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Johnson, Leonard, Risdal, Wolf

Nays: NONE

Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

Jasper Risdal, President of the Board of Directors

Attest:

Helen Harris, Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE ADVERTISEMENT FOR
SALE OF NEW JOBS TRAINING CERTIFICATES

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College; and

WHEREAS, the Act authorizes the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue a single issue of New Jobs Training Certificates with respect to all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its New Jobs Training Certificates pursuant to the provisions of the Act in the amount of $2,640,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company:
WHEREAS, it is proposed to finance the cost of the Projects through the issuance of New Jobs Training Certificates (Multiple Projects VIII) of the College in an aggregate principal amount of $2,640,000 (the "Certificates"); and

WHEREAS, the College has heretofore pursuant to resolution of the Board of Directors directed the publication of a notice of the proposal to issue New Jobs Training Certificates with respect to each of the Companies and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act as required and provided for by Section 280B.6 of the Act; and

WHEREAS, the Board of Directors of the College is authorized to proceed on behalf of the College with the sale of the Certificates, and has determined to select a date for the sale of the Certificates, publish notice of the sale, and take all action necessary to proceed with the sale of the Certificates on a basis favorable to the College and acceptable to the Board of Directors of the College;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Certificates described herein be offered at public sale scheduled for August 16, 1988, with the opening of bids at 10:00 o'clock a.m. in the Board Room of Building Number 1, the Administration Building, at the College in Ankeny, Iowa and the bids referred to the Board of Directors of the College at its meeting scheduled for August 16, 1988 at 7:00 o'clock p.m. at the Clover Ridge Conference Center, East Lake Panorama, (Panora, Iowa).

Section 2. That the Secretary of the Board of Directors of the College shall cause to be published, in compliance with
Chapter 75 of the Code of Iowa, notice of the sale of the Certificates at least once, the last one of which shall be not less than four nor more than twenty days before the sale in a legal newspaper, printed wholly in the English language, published in the county of or a county contiguous to the place of sale. The notice shall be in substantially the following form with such variations therein (including the completion of the omissions therein, the determination or modification of the maturity schedule for the Certificates, and any appropriate reduction or increase in the principal amount of the Certificates) as shall be approved by the officers of the College:
NOTICE OF BOND SALE

DES MOINES AREA COMMUNITY COLLEGE
NEW JOBS TRAINING CERTIFICATES

The Des Moines Area Community College (Merged Area XI) (the "College") of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren (the "Merged Area"), State of Iowa, will receive bids in the Board Room in Building Number 1 at the College in Ankeny, Iowa, on August 16, 1988 for the purchase of $2,640,000 aggregate principal amount of New Jobs Training Certificates (Multiple Projects VIII) (the "Bonds") to be issued for the purpose of financing job training programs under Chapter 280B of the Code of Iowa, as amended (the "Act").

Sealed bids will be received at the office of the President of the College at any time prior to 10:00 o'clock a.m. on the date of the sale. The most favorable bid will be referred to the Board of Directors at their meeting to be held on the date specified above and the Bonds will then be sold to the most favorable bidder for cash, unless the Board determines to reject the most favorable bid. The most favorable bidder shall be the bidder whose bid produces the lowest interest cost computed by determining, at the rate or rates specified in the bids, the total dollar value of all interest on the Bonds and deducting any premium therefrom or adding any discount thereto.

The College reserves the right to reduce the principal amount of the Bonds to be sold on the date of the sale on the basis of the bids received and marked condition.

BOND DETAILS: The Bonds are in the aggregate principal amount set forth above, to be dated September 1, 1988, to be in the denomination of $5,000, or any integral multiple thereof designated by the successful bidder within forty-eight hours of acceptance of the bid, and to mature as follows:

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>Maturity (June 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,000</td>
<td>1990</td>
</tr>
<tr>
<td>$260,000</td>
<td>1991</td>
</tr>
<tr>
<td>$300,000</td>
<td>1992</td>
</tr>
<tr>
<td>$350,000</td>
<td>1993</td>
</tr>
<tr>
<td>$390,000</td>
<td>1994</td>
</tr>
<tr>
<td>$440,000</td>
<td>1995</td>
</tr>
<tr>
<td>$270,000</td>
<td>1996</td>
</tr>
<tr>
<td>$285,000</td>
<td>1997</td>
</tr>
<tr>
<td>$305,000</td>
<td>1998</td>
</tr>
</tbody>
</table>

Interest on the Bonds will be payable on June 1, 1989, and semiannually thereafter on each June 1 and December 1 until the principal on the Bonds is paid in full. Principal and interest will be payable by Norwest Bank Des Moines, National Association, the Paying Agent for the College.
AUTHORITY: The Bonds are issued under the authority of Chapter 280B of the Code of Iowa, as amended.

PURPOSE: The proceeds of the issuance of the Bonds will be used to finance the training of workers (the "Projects"), including the costs of the issuance of the Bonds and administrative expenses, in new jobs at the following companies (the "Companies") at the following locations:

<table>
<thead>
<tr>
<th>Company</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Albrecht, Ltd.</td>
<td>Adel, Iowa</td>
</tr>
<tr>
<td>Amoco Oil Company</td>
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<td>The Graphic Corporation</td>
<td>Des Moines, Iowa</td>
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<td>Younkers, Inc.</td>
<td>Pella, Iowa</td>
</tr>
<tr>
<td>Younkers, Inc.</td>
<td>Ankeny, Iowa</td>
</tr>
</tbody>
</table>

The Projects are undertaken pursuant to Industrial New Jobs Training Agreements between the College and the Companies. The proceeds of the issuance of the Bonds will also be used to pay related administrative costs of the new jobs training programs and costs of issuance.

SECURITY: The Bonds are secured by special funds of the College into which are deposited a new jobs credit from withholding taxes to be received or derived from new employment resulting from each of the Projects, and revenue from incremental property taxes to be received or derived from some of the business properties where new jobs are created as a result of the Projects. In addition, the bonds are secured by a special standby tax assessed upon all taxable property within the Merged Area to the extent necessary to pay principal and interest on the Bonds.

PARITY BONDS: The College reserves the right to issue additional bonds payable from the same sources and ranking on a parity with the Bonds.

INTEREST RATE AND BIDDING REQUIREMENTS: The Bonds shall bear interest at a rate or rates to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. No bond shall bear more than one interest rate, all bonds maturing in any one year shall carry the same interest rate, and each rate of interest specified for bonds of any maturity shall not be less than a rate of interest specified for an earlier maturity. No proposal for the purchase of less than all of the Bonds or at a
price less than $2,613,600 plus accrued interest will be considered. Each bid shall state the total interest cost, total premium or discount, the net interest cost to the College and the net effective interest rate thereunder, but such statements shall not be considered a part of the bid.

The successful bidder will be required to provide to the College by September 1, 1988 the initial price to the public at which a substantial amount of the Bonds have been sold and will be required to confirm such information in writing at the time of the closing.

BID SECURITY: A certified cashier's check in an amount equal to $52,800 drawn upon an incorporated bank or trust company and payable to the order of the Treasurer of the College must accompany each bid as guarantee of good faith on the part of the bidder, to be forfeited as liquidated damages if such bid be accepted and the bidder fails to take up and pay for the Bonds and to be retained by the College and credited toward the purchase price of the Bonds. No interest shall be allowed on the good faith checks and checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.

REGISTRATION: The Bonds will be registered as to principal and interest. Norwest Bank Des Moines, National Association will act as registrar of the Bonds and transfer agent for the College.

PRIOR REDEMPTION: Any Bonds maturing on or after June 1, 1997, are subject to redemption prior to their stated maturities, in whole or from time to time in part, in numerical order, on June 1, 1997, or on any interest payment date thereafter at the option of the College, upon terms of par plus accrued interest to date of call.

DELIVERY OF BONDS: The Bonds will be delivered, without expense to the purchaser, at any mutually acceptable bank or trust company in the United States, upon full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within thirty days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason except failure of performance by the purchaser, the purchaser may withdraw his bid and thereafter his interest in and liability for the Bonds will cease and his bid security will be returned without interest. When the Bonds are ready for delivery, the College may give the successfully bidder five working days notice of the delivery date and the College will expect payment in full on that date, otherwise reserving the right at its option to determine that the bidder has failed to comply with the offer of purchase. Accrued interest to the date of delivery of the Bonds shall be paid by the purchaser at the time of delivery.
CUSIP NUMBERS: The Bonds will be printed without CUSIP numbers, unless requested by the purchaser who must agree in his bid proposal to pay the cost thereof and to waive any extension of delivery time due to the use of said numbers. In no event will the College be responsible for or Bond Counsel review or express any opinion of the correctness of such numbers, and incorrect numbers on said Bonds shall not be cause for the purchaser to refuse to accept delivery of the Bonds.

RATINGS: The Bonds will be rated by Moody's Investors Services, Inc.

LEGAL OPINION: The Bonds will be sold subject to the opinion of Davis, Hockenberg, Wine, Brown, Koehn & Shors, Attorneys of Des Moines, which will be furnished without expense to the purchaser of the Bonds at the delivery thereof. Except to the extent necessary to issue their opinion as to the legality of the bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

RIGHTS RESERVED: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Dated this ____ day of July, 1988.

HELEN HARRIS,
Secretary of the Board
of Directors of the
Des Moines Area Community College.

(end of notice)
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 19th day of July, 1988.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
I, Helen Harris, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the fact sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 19th day of July, 1988.

[Signature]

Secretary of the Board of Directors of the Des Moines Area Community College

D.77/97-106
The Board of Directors of the Des Moines Area Community College met in regular session on the 19th day of July, 1988, at 5 o'clock p.m., in the Board Room of the Administration Building, in Ankeny, Iowa. The meeting was called to order and there were present Jasper M. Risdal, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Devere Bendixen, Susan Clouser, Dick Johnson,

Eldon Leonard, Nancy Wolf

Absent: Lloyd Courter, Doug Shull

Matters were discussed concerning a New Jobs Training Agreement which had previously been entered into between the College and Garst Seed Company. Following a discussion, Board Member S. Clouser introduced and caused to be read a resolution entitled "A Resolution Directing the Correction of the Legal Description of Certain Property"; and moved its adoption. The motion was seconded by Board Member D. Johnson. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Bendixen, Clouser, Johnson, Leonard, Risdal, Wolf

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

[Signature]
President of the Board of Directors

[Signature]
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION DIRECTING THE CORRECTION OF THE LEGAL DESCRIPTION OF CERTAIN PROPERTY.

WHEREAS, The Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 280B of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has previously undertaken a New Jobs Training Program (the "Project") with Garst Seed Company (the "Company"), pursuant to the provisions of the Act to educate and train workers for new jobs with the Company at its facilities located in the merged area served by the College;

WHEREAS, the College financed the cost of the Project through the issuance of New Jobs Training Certificates of the College (the "Certificates"); and

WHEREAS, in order to provide for a division of taxes levied on the taxable business property where the Project is located, the Board of Directors of the College adopted a resolution to that effect; and

WHEREAS, the Resolution adopted by the Board of Directors incorrectly described the real property where the Project is located; and

WHEREAS, the correct legal description of the real property where the Project is located is set forth on Exhibit "A" attached hereto and hereby incorporated herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That all taxes levied on the Company's taxable business property located on the real property legally described on Exhibit "A" attached hereto each year shall be divided as provided in Section 403.19 of the Iowa Code, subsections 1 and 2, in the same manner as if the Company's business property was taxable property in an urban renewal project and this resolution was an ordinance within the meaning of those subsections, all in accordance with the provisions of the Act.
Section 2. That the County Auditor of the County where the property described on Exhibit "A" is located shall make the allocations referred to above.

Section 3. That the Secretary of the Board of Directors shall certify a copy of this Resolution to the County Auditor of the County where the property described on Exhibit "A" is located and shall indicate that this Resolution is intended to correct the Resolution previously filed with respect to the Project.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 19th day of July, 1988.

President of the Board of Directors

Attest:

Secretary of the Board of Directors
STATE OF IOWA } 
COUNTY OF POLK )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on July 19, 1988, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 19th day of July, 1988.

Secretary of the Board of Directors

D.77/116-119
DATE: July 1, 1988

TO: Jerry Collingwood
   Executive Director

FROM: Pam Van Ast
   Senior Training Consultant

Re: Legal Description/Garst Research

On Friday, July 1, I met with Boone County Auditor, Albert Sorenson and his staff concerning legal descriptions for Garst Research.

Attached are the original descriptions from Garst used to create the TIF and the new description of the research facility.

DMACC needs to amend the original by changing the "Research Complex" title to "Parent Seed" (description unchanged) remove the description titled "Parent Seed" and add the correct description just received for the research complex. The second TIF needs to have the additional added which covers the new wing.

Garst Seed needs to work directly with the Boone County Auditor to amend the legal descriptions.

cc: Darwin Schmig, DMACC
    John Gibbons, Garst
LEGAL DESCRIPTION

GARST SEED COMPANY

Parent Seed:

Lots 1 & 2 in the SE¼ of the SW¼ and Lot 1 of Lot 2 in the NE¼ of the SW¼ of Section 25, Township 82 North, Range 25, West of the 5th P.M., subject to public highway as per survey of record, Boone County Recorder's Office, Book 12, Page 10, date March 10, 1985.

Research Complex: Parent Seed

Beginning at the SW corner of the SE¼ of Section 25, Township 82 North, Range 25, West of the 5th P.M., Boone County, Iowa; thence N 00° 17 minutes 15 seconds West 361.11 feet along the West line of the SE¼ of said Section 25; thence S 89° 42 minutes 41 seconds East, 560.60 feet; thence S 00° 17 minutes 15 seconds East 860.27 feet; thence N 89° 47 minutes 52 seconds West, 560.60 feet along the South line of the SE¼ to the point of beginning.
June 8, 1988

Garst Seed Company
Attn: Bob Colquhoun
P.O. Box 300
Coon Rapids, IA 50058

Dear Mr. Colquhoun:

At your request we are submitting the following legal description which when added to the legal description presently used for the research farm will encompass the entire research center. This combined description will run from approximately 40 feet east of the east driveway to approximately 25 feet west of the farthest paved loop road in an east-west direction and from Iowa Highway 210 to a point approximately parallel to the highway and about 25 feet north of the existing maintenance building.

It is our understanding that the existing legal description for the research center is the following:

"The West 495' of the SW 1/4 of the SE 1/4 of the SE 1/4 and the South 280' of the West 495' of the NW 1/4 of the SE 1/4 of the SE 1/4, all in Section 25, Township 82 North, Range 25 West of the 5th Principal Meridian, Boone County, Iowa"

The additional legal description for the facility will be as follows:

"The East 275' of the SE 1/4 of the SW 1/4 of the SE 1/4 and the South 280' of the East 275' of the NE 1/4 of the SW 1/4 of the SE 1/4, all in Section 25, Township 82 North, Range 25 West of the 5th Principal Meridian, Boone County, Iowa"

The original parcel included 10.25 acres in the SE 1/4 of the SE 1/4 and the additional description includes 5.93 acres lying in the SW 1/4 of the SE 1/4 making a total project site a rectangle parcel 940 feet long in a north-south direction by 750 feet long in an east-west direction and containing 16.18 acres in total.

If you have any questions concerning this legal description please contact me.

Very truly yours,

SHIVE-HATTERY ENGINEERS AND ARCHITECTS, Inc.

John M. Vande Steeg, P.E. & L.S.

JVS/jks
487152-4
DATE: July 8, 1988

TO: Joe Borgen, President

FROM: Leonard Bengtson, Manager, Research, Planning & Reporting

RE: 1988-89 Academic Calendar

The Executive Council recently approved a slight modification recommended by the Calendar Committee for the 1988-89 academic calendar. Since the 1988-89 calendar was approved by the Board of Directors last year, the proposed change should be submitted for their review.

The recommendation involves

1. Changing January 4, 1989, from a non-duty day to a professional day for faculty, and

2. Correspondingly, changing May 9, 1989, from a faculty professional day to a non-duty day.

The purpose of this modification is to provide more time for counselors and faculty to assist academically deficient students with schedule planning prior to the start of spring semester classes. It involves no change in the number of duty days for faculty nor in the days designated as student contact days.

Copies of the original calendar approved by the Board last year and the proposed revised calendar are attached.

mat

attachments
## 1988-89 Calendar

### Academic Calendar

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### Two-Semester Contracts

- Fall Semester: 77 days
- Spring Semester: 77 days
- Total: 154 days

### Twelve Month Contracts

- Fall Semester: 77 days
- Spring Semester: 77 days
- Summer Term: 51 days
- Total: 217 days

### Holidays

- President's Day: 31 days (6-21 to 8-3)

### Professional Days

- Total: 164 days

### Non-Duty Days

- Total: 12 days

### End of Terms

- 1988: July 19
- 1989: January 2
# WEEKEND CLASS CALENDAR

**1988-89**

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- **Beginning of Term**
- **End of Term**
- **No Classes**
INTRODUCTION

DMACC recognizes its obligation and reaffirms its long standing commitment to provide a safe and healthful environment for all students and employees. We further recognize the rights and concerns of students and employees who may have AIDS or an AIDS-related condition, or who may have tested positive for the HIV/AIDS virus, as well as the rights and concerns of others at DMACC with whom they may have contact.

The current medical and scientific consensus indicates that students or employees with AIDS, an AIDS-related condition, or a positive HIV antibody test do not pose a health risk to other students or employees in an academic setting. Acquired Immune Deficiency Syndrome (AIDS) is caused by a virus most commonly known as Human Immunodeficiency Virus (HIV). The HIV/AIDS virus is transmitted through sexual contact and exposure to infected blood or body fluids. There has been no confirmed case of transmission by casual contact in the workplace, school, or home, nor has there been any evidence of air-borne or food-borne transmission of HIV/AIDS.

Students and employees engaged in educational activities or tasks in which exposure to blood or body fluids may be reasonably anticipated, can be protected effectively from the recognized risks of HIV/AIDS infection by the use of appropriate protective barriers and work practices, which shall be established, monitored and enforced in our facilities. In order to prevent the transmission of HIV/AIDS in our health care academic and employment settings, we hereby adopt the U.S. Centers for Disease Control (CDC) Recommendations for Prevention of HIV Transmission in Health Care Settings, as currently published and as may be amended or clarified from time to time. The CDC Recommendations are designed to protect health care workers from exposure to the blood and body fluids of all persons, regardless of whether the person is or is suspected of being infected with HIV/AIDS, Hepatitis B, or any other blood-borne infectious disease. This policy is based on the widespread nature of these viruses and the consequent risk to health care workers, and also recognizes testing limitations and the need to maintain confidentiality.
IMPLEMENTATION

Implementation of these policies is intended to be consistent with collective bargaining agreements, student handbooks, and administrative personnel policies and procedures that may be in effect. Managers, supervisors, and employees are strongly encouraged, and may be required, to avail themselves of related educational opportunities.

NOTES


6. Supra note 3.

Adopted: July 19, 1988
Students in health care programs and employees who believe that they may be at increased risk of acquiring infection because they are infected with HIV/AIDS, are immunosuppressed, or have other clinical conditions that may place them at increased risk of acquiring an infection, should discuss their academic or work responsibilities with their supervisor, who will refer the individual to the Health Service for medical evaluation by a physician selected by the college. If the medical evaluation indicates that the individual is indeed at increased risk with certain assignments and should not accept these assignments, a written recommendation must be provided by the physician to the student's or employee's department for appropriate action in accordance with college policies and procedures. If the physician determines that the individual is not at increased risk, and the employee or student refuses after information and instruction to provide care to any person or to work with any other employee or student as instructed, the refusing student or employee shall be disciplined in accordance with the rules for insubordinate or inappropriate behavior.

Based on the current medical and scientific evidence about the transmissibility of HIV/AIDS in the academic setting and the workplace, including the health care workplace, it shall be the policy at DMACC that students or employees who refuse without medical justification to work with, care for, or provide service to a person with HIV/AIDS or who harass or otherwise discriminate against HIV/AIDS-affected students or employees, will be subject to disciplinary action.

CONFIDENTIALITY

Any and all information obtained by DMACC about the HIV/AIDS diagnosis, treatment, health, or testing and antibody status of students, employees, or patients, is sensitive medical information that will be maintained by the college on a confidential basis, as required by law for all medical information pertaining to students, employees and patients. Within the college, information on a person's HIV/AIDS status will be made available only to those employees directly involved with the person who needs the information to assist the person, and shall not be disclosed or reported to any other persons within or outside the college, except as may be required or permitted by law. Disciplinary action, up to and including expulsion or discharge, will be taken against any student or employee who inappropriately discloses medical information about any student or employee.
Students or employees who believe they may have been occupa­tionally exposed to the HIV/AIDS virus, and who wish to be tested for the presence of HIV/AIDS antibodies, should contact the Health Service, their personal physician, or an anonymous testing site as provided by State law. All needlesticks and mucous membrane exposures to blood and body fluids, whether known to be infected with the HIV/AIDS virus or not, should be promptly reported to the student's or employee's supervisor and the Health Service, and an incident report completed.

CONCERNED CO-WORKERS AND STUDENTS

DMACC acknowledges that co-workers and fellow students of those who are HIV positive or who have AIDS or an AIDS-related condition, may have fears and concerns for their own health and safety. It must be remembered, however, that HIV/AIDS is not transmitted by the kinds of ordinary contacts that occur at work, in school or at home.

Persons occupationally exposed to blood and body fluids face a small but real risk of transmission, which can be adequately protected against by the consistent use of appropriate barrier precautions and work practices. Therefore, all employees and students in health care programs will receive immediate orienta­tion and instruction from their supervisors regarding protec­tive precautions specific to their jobs or academic activities. To assure that appropriate protective measures are being taken and to alleviate concerns and fears, we will provide all health care employees, whether or not they are engaged in tasks involving exposure to blood and body fluids, with appropriate orientation, training, and continuing education opportunities as the need arises. The orientation and educational efforts are designed to assure that all health care workers understand the epidemiology of HIV/AIDS, the modes of transmission, universal blood and body fluid precautions, the types of protective clothing, equipment and work practices appropriate to the tasks they will perform, where appropriate clothing and equipment are kept, how to properly use, handle, and dispose of contaminated articles, corrective actions to be taken in the event of spills or personal exposure to blood or body fluids, and the appropriate confidentiality and reporting requirements.
GENERAL POLICIES

Consistent with federal and state handicap discrimination laws applicable to educational services to and employment opportunities of handicapped individuals, it shall be the policy at DMACC not to unlawfully discriminate against any individual student, applicant, or employee because he or she may have AIDS or an AIDS-related condition, or may have tested positive for the HIV/AIDS virus.

No DMACC student or applicant for admission shall be required to submit to any test to determine whether he or she is infected with HIV/AIDS, as a condition of initial or continued enrollment. Likewise, no employee, applicant, or student in a health-related program will be required to submit to such a test, unless the State Epidemiologist has determined that a person with an AIDS-related condition poses a significant risk of transmitting the virus in a specific occupation. As long as the student's or employee's health or medical condition does not constitute a threat to the health or safety of the affected individual or to others, the student or employee shall not be routinely segregated or excluded from classes or denied initial or continued employment solely because of his or her medical condition. All such determinations shall be made on a case-by-case basis.

We further recognize that medical information about a student's or employee's health or medical condition is personal and highly confidential. Information about a student's or employee's HIV/AIDS status shall be subject to the same confidentiality requirements that apply to any other sensitive medical information, and will not be released or disclosed without the express written permission of the subject or as required or permitted by law.

For purposes of all employee benefits, including but not limited to leave, insurance coverage, workers' compensation, and unemployment benefits, AIDS will be treated as any other serious or life-threatening illness. This is not to be interpreted as a guarantee of full benefit coverage; benefit coverage or rights to benefits will be determined exclusively by the terms of DMACC's employee benefit contracts and health care provider agreements. The same standards applicable to other serious or life-threatening illnesses to determine coverage will be equally applied to AIDS.
Alcoholic beverages (Class C Permit [beer and wine only]) may be served and sold at special events, such as gourmet dinners, for instructional purposes. Such beverages (beer and wine only) may also be served and sold at other special College events when approved in advance in writing by the Chief Executive Officer or his designee. Sale of alcoholic beverages will be limited to the Ankeny Campus.

Beer and wine and alcoholic beverages other than beer and wine may be served, on a complimentary basis only, at events other than those described in the paragraph above, provided the event is hosted by the Chief Executive Officer.

Adopted: January 15, 1985
Revised: July 16, 1985
Adopted: July 19, 1988
The College will reimburse expenses incurred, including travel, lodging, and meals, by candidates and their spouses being interviewed for the positions of President, Vice President, Dean, or Manager. Reimbursement of expenditures for other positions will be at the discretion of the Chief Executive Officer.

Moving expenses incurred by the new employee in relocating from his/her previous employment location to the College location will be paid by the College for the following positions: President, Vice President, Dean or Manager. Reimbursement of expenditures for other positions will be at the discretion of the Chief Executive Officer.

Adopted: June 17, 1986
Revised: July 19, 1988 – Adopted
MEMORANDUM

DATE: July 8, 1988
TO: Don Zuck - Vice President, Business Services
FROM: Ken Brown - Director, Physical Plant
RE: Agenda Item for July 19 Board Meeting
Final 5% of Urban Campus Expansion

Will you please arrange to place on the July 19, 1988, Board agenda the approval of the final 5% retainage payment to the following contractor for the Urban Campus expansion:

Ringland-Johnson-Crowley          $72,260
General Contractor

This contract was awarded by the Board on June 16, 1987.

Final payment will be made 30 days following Board approval provided all conditions are met as specified in the attached Bussard/Dikis Associates, Ltd. letter dated July 8, 1988.

Attachment
July 8, 1988

Mr. Ken Brown, Director
Physical Plant
Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50021

Dear Ken:

DMACC Urban Campus Expansion
General Construction Contract

Enclosed is Application and Certificate for Payment #12 from Ringland-Johnson-Crowley. Work under the general construction contract is substantially complete with the exception of the landscaping work. We recommend withholding full value of the landscaping work ($10,725.00) until it is completed. We have requested the general contractor complete the punch list items attached to the Certificate of Substantial Completion so that the project can be presented to the Board of Directors at the July 19, 1988, meeting. We recommend payment of $6,173.37 under Application #12 with a balance to finish of $10,725.00 plus retainage of $72,260.00 equals $82,985.00.

Sincerely,

Arnold E. Fischer, AIA

AEF/jm

Enclosure
GENERAL FUND:
1. Treasurer's Cash Bal Jul 1, 87 $1,443,868.44
2. Securities Owned Jul 1, 87 11,206,906.00
3. Total Assets Jul 1, 87 12,650,774.44
4. General Fund Receipts During Year 163,898,186.75
5. TOTAL ASSETS TO ACCOUNT FOR 176,548,961.19
6. General Fund Expenditures for Year 160,097,102.51
7. TREASURER'S TOTAL ASSETS JUNE 30, 88 16,451,858.68
8. Securities Owned June 30, 88 14,860,000.00
9. TREASURER'S CASH BAL JUNE 30, 88 $1,591,858.68

PLANT FUND:
10. Treasurer's Cash Bal Jul 1, 87 $500,064.05
11. Securities Owned Jul 1, 87 2,578,094.05
12. Total Assets Jul 1, 87 3,078,158.10
13. Plant Fund Receipts During Year 12,516,897.62
14. TOTAL ASSETS TO ACCOUNT FOR 15,595,055.72
15. Plant Fund Expenditures During Year 14,713,837.84
16. TREASURER'S TOTAL ASSETS JUNE 30, 88 881,217.88
17. Securities Owned June 30, 88 600,000.00
18. TREASURER'S CASH BALANCE JUNE 30, 88 $281,217.88

AMOUNT OF INTEREST BEARING WARRANTS OUTSTANDING ON JUNE 30, 1988:
19. General Fund (Anticipatory Warrant Due 7-31-88) $5,000,000.00

STATEMENT OF BANK DEPOSITS:

<table>
<thead>
<tr>
<th>BANK</th>
<th>ACTIVE FUNDS</th>
<th>RESTRICTED FUNDS</th>
<th>SECURITIES</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Interstate</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First National</td>
<td>195,582.83</td>
<td>1,674,993.73</td>
<td>10,810,000.00</td>
<td>12,680,576.56</td>
</tr>
<tr>
<td>Amer Federal</td>
<td>2,500.00</td>
<td></td>
<td>1,002,500.00</td>
<td>1,002,500.00</td>
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<tr>
<td>United Fed Savgs</td>
<td></td>
<td>3,315,000.00</td>
<td>3,315,000.00</td>
<td></td>
</tr>
</tbody>
</table>

RECONCILIATION WITH CONTROLLER:
20. Treasurer's Bal June 30, 88 $16,451,858.68
21. Add Receipts on Books Not in Bank 76.49
22. Subtract Outstanding Checks (170,484.56)
23. Subtract Deposits in Transit (30,251.57)
24. Controller's Bal June 30, 88 $16,251,199.04

APPROVED JULY 19, 1988:

Controller

Treasurer

Board President
DATE: July 8, 1988
TO: Don Zuck
FROM: Irv Steinberg

We are currently in the process of preparing closing journals for fiscal year end 1987-88, so that all of the usual monthly reports are not available at this time; however, will be prepared for distribution after closing has been completed. A Cash Position Report is attached showing monies on hand at fiscal year end.

Proceeds from the sale of our FY89 Anticipatory Warrant ($3.7 Million) was received July 6th from Ehrlich Bober & Co, and initially invested at interest rates higher than the 5.868% interest expense of the warrant.

Our FY88 Anticipatory Warrant of $5 Million plus $269,444 interest expense will be paid on July 29, 88, and funds have been placed in escrow to cover this payment.

Short term investment rates increased to a high of 7.51% during the first week of July.

Approved
Don Zuck
7/8/88
### CASH STATEMENT

**Des Moines Area Community College**

**Cash Position Report**

**June 30, 1988**

<table>
<thead>
<tr>
<th>Combined Funds</th>
<th>Plant Fund</th>
<th>DMACC Trust</th>
<th>HF 623 Job TNG</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Funds 1, 2, 3, 4, 5, 6)</td>
<td>(Fund 7)</td>
<td>(Fund 4)</td>
<td>(Fund 2)</td>
</tr>
</tbody>
</table>

**CASH IN BANK:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Balance Forward June 1, 88</td>
<td>$1,433</td>
<td>$30,821</td>
</tr>
<tr>
<td>PLUS: June Receipts</td>
<td>3,295,805</td>
<td>133</td>
</tr>
<tr>
<td>LESS: June Disbursements</td>
<td>3,301,410</td>
<td>268</td>
</tr>
<tr>
<td><strong>Cash Balance June 30, 88</strong></td>
<td>($4,172)</td>
<td>$30,686</td>
</tr>
</tbody>
</table>

**INVESTMENTS:**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Savings Accounts:</td>
<td></td>
</tr>
<tr>
<td>First Natl Bank/Ames</td>
<td>1,157</td>
</tr>
<tr>
<td>American Fed S &amp; L</td>
<td>2,500</td>
</tr>
<tr>
<td>Hawkeye Fed/Boone Athl</td>
<td>16,899</td>
</tr>
<tr>
<td>Certificates of Deposit:</td>
<td></td>
</tr>
<tr>
<td>Gen Fd at First Natl Bk</td>
<td>6,210,000</td>
</tr>
<tr>
<td>HF623 at First Natl Bk</td>
<td>4,000,000</td>
</tr>
<tr>
<td>HF623 at Amer Federal</td>
<td>1,000,000</td>
</tr>
<tr>
<td>HF623 at UFS</td>
<td>3,315,000</td>
</tr>
<tr>
<td>Early Retirement ASB</td>
<td>48,391</td>
</tr>
<tr>
<td>Early Retirement FNB</td>
<td>30,148</td>
</tr>
<tr>
<td>Alumni at First Natl Bk</td>
<td>18,000</td>
</tr>
<tr>
<td>DMACC Trust at FNB</td>
<td>100,000</td>
</tr>
<tr>
<td>Plant Fund at FNB</td>
<td>600,000</td>
</tr>
<tr>
<td>Student Activities/FNB</td>
<td>7,100</td>
</tr>
<tr>
<td><strong>Total Cash/Investments</strong></td>
<td>$6,327,523</td>
</tr>
</tbody>
</table>

**Footnotes:**

1. Combined Funds investments include balance on hand of $5 Million FY88 Anticipatory Warrant, due July 29, 1988.

2. Combined Funds Account includes Funds 1 thru 6 except for Fund 4 Trust Acct & Fund 2 HF623 Accounts which are maintained in separate bank accounts.

3. DMACC Trust Account balance includes the proceeds remaining from the sale of a $250,000 Bond.
DOLLAR AMOUNTS

BMACC BUDGET STATUS JUNE 30, 1988
(FUNDS 3, 4, 5, 6, 7)

BUDGET REV* ACTL REV BUDG EXP* ACTL EXP

*BUDGET is Current Working Budget for Funds 3, 4, 5, & 6,
and Published Budget for Fund 7.