Board of Directors Meeting Minutes (December 9, 1986)

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AGENDA

1. Call to Order - 5:00 p.m.

2. Roll Call.

3. Consideration of tentative agenda.


5. Public Comments.


7. Consideration of minutes of November 18, 1986, Regular Board Meeting.

8. Consideration of offers to purchase property located at 727 San Salvador, Carroll.

9. Consideration of appointment of membership to the Golden Circle Incubator Board of Directors.

10. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Asplundh Tree Expert Co.

11. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Grace Lables Co., Inc.

12. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Hicklin GM Power Company.

13. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Hy-Vac Laboratory Eggs, Inc.

14. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, The Iowa Packing Company.

15. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, The Maytag Company.

16. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Meredith/Burda Co., Limited Partnership.
17. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Mid-Central Plastics, Inc.

18. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Office Electronics, Inc.

19. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Ray's Cabinet Shop.

20. Consideration of Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Carroll Commercial Coolers.

21. Consideration of Resolution instituting proceedings providing for the division on taxes levied on property where new jobs are created as a result of a new jobs training program, Kemin Industries, Inc.

22. Consideration of proposal for student housing.

23. Consideration of Urban Campus expansion.

24. Consideration of Boone Campus expansion.

25. Consideration of DMACC Self-Funded Benefit Plan Agreement and Declaration of Trust.

26. Consideration of appointment of Trustees and terms of office to the DMACC Self-Funded Benefit Plan Trust.

27. Consideration of deletion of Board Policy 3032, Retirement, Human Resources/Personnel section.


29. Consideration of Payables.

30. Consideration of American Federal Savings & Loan Association of Iowa as an approved depository for DMACC.


32. Superintendent's Report.

33. Board Members' Reports.

34. Future Agenda Items:
   A. Board Policy Review
   B. FY1988 Budget
   C. College Objectives, FY1988
35. Information Items:
   A. December 17 – DMACC Christmas Party – 4:30 p.m. – Conference Center
   B. December 18 – DMACC Day Care Open House – 1:30 – 4:30 p.m., Bldg. 9
   C. December 24 – January 4 – HOLIDAY – Offices Closed
   D. January 20 – Regular Board Meeting – 5:00 p.m. – Ankeny

36. Adjournment.
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 December 9, 1986. The meeting was called to order at 5:00 p.m. by Board President Jasper Risdal.

Members Present:
DeVere Bendixen
Susan Clouser
Lloyd Courter
Dick Johnson
Eldon Leonard
Jasper Risdal
Doug Shull
Nancy Wolf

Members Absent:
Harold Belken

Others Present:
Joseph A. Borgen, President
Helen M. Minor, Board Secretary
Don Zuck, College Treasurer
Ed Remsberg, Attorney, Ahlers Law Firm
David VanSickle, Attorney, Davis Law Firm
Jeff Voorhees, Voorhees Design Group
Other interested DMACC staff and area residents

It was moved by E. Leonard, seconded by S. Clouser, that the tentative agenda be approved as presented.

Motion passed unanimously.

A motion was made by D. Bendixen, seconded by N. Wolf, that the Board of Directors hold a closed session as provided in Section 28A.5(1)(c) of the open meetings law to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Motion passed unanimously on a roll call vote, and at 5:03 p.m., the Board convened in closed session.

A tape recording and minutes of the closed session for litigation are in the custody of H. Minor, Board Secretary.

The Board returned to open session at 5:45 p.m.
An overview of the auto mechanics programs was presented by Chuck McFarlin, Director, Automotive Education and Training.

S. Clouser moved that the minutes of the November 18, 1986, regular Board meeting be approved; second by D. Bendixen. Motion passed unanimously.

No offers to purchase the property located at 727 San Salvador, Carroll, have been received.

A motion was made by E. Leonard, seconded by L. Courter, to approve the nomination of Harlan (Bud) Hockenberg to the Golden Circle Center for Business Development Board of Directors. Motion passed unanimously.

It was moved by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Asplundh Tree Expert Co. Motion passed unanimously on a roll call vote.

A motion was made by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Grace Labels Co., Inc. Motion passed unanimously on a roll call vote.

L. Courter made the motion that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Hicklin GM Power Co.; second by N. Wolf. Motion passed unanimously on a roll call vote.

A motion was made by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Hy-Vac Laboratory Eggs, Inc. Motion passed unanimously on a roll call vote.
APPROVAL OF HF623 NEW JOBS TRAINING-IOWA PACKING CO.

It was moved by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Iowa Packing Company.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-THE MAYTAG CO.

A motion was made by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Maytag.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-MEREDITH/BURDA

L. Courter made the motion that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Meredith/Burda Co., Limited Partnership. Second by N. Wolf.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-MID-CENTRAL PLASTICS

L. Courter moved, N. Wolf seconded, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Mid-Central Plastics, Inc.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-OFFICE ELECTRONICS

A motion was made by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Office Electronics, Inc.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-RAY'S CABINET SHOP

It was moved by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Ray's Cabinet Shop.

Motion passed unanimously on a roll call vote.

APPROVAL OF HF623 NEW JOBS TRAINING-CARROLL COMMERCIAL COOLERS

L. Courter made the motion that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Carroll Commercial Coolers. Second by N. Wolf.

Motion passed unanimously on a roll call vote.
A motion was made by L. Courter, seconded by N. Wolf, that the Board approve the Resolution instituting proceedings providing for the division of taxes levied on property where new jobs are created as a result of a new jobs training program, Kemin Industries, Inc.

Motion passed unanimously on a roll call vote.

Mr. Jeffrey W. Voorhees of Voorhees Design Group, gave a summary presentation of his proposal for student housing on the Ankeny Campus.

L. Courter made the motion which was seconded by D. Shull, that the student housing proposal submitted by Voorhees Design Group, dated November 18, 1986, and as amended in their letter dated November 26, 1986, be accepted. A copy of said proposal and letter is Attachment #1 to these minutes.

Motion passed unanimously on a roll call vote.

Vice President S. Clouser chaired the remainder of the meeting.

It was moved by E. Leonard, seconded by D. Bendixen, that the Board approve the proposed Budget, Project Timetable and Architectural Agreement for the Urban Campus expansion project as shown in Attachment #2 to these minutes.

Motion passed unanimously on a roll call vote.

A motion was made by E. Leonard, seconded by L. Courter, that the Board approve the Architectural Agreement with Bussard/Dikis Associates, Ltd. dated December 9, 1986, for remodeling the Boone Campus buildings, and that the Board President be authorized to sign said Agreement. The remodeling work to be as directed by DMACC and to be performed on an hourly basis; and a report (update) be presented to the Board on January 20, 1987 for approval. The Agreement is on file in the Purchasing Office, DMACC Ankeny Campus.

Motion passed unanimously on a roll call vote.

L. Courter made a motion that President Borgen be given the authority to negotiate a tentative agreement to acquire approximately 15 additional acres of land adjacent to the Boone Campus for future expansion. Second by D. Shull.

Motion passed unanimously.

E. Leonard made the motion which was seconded by D. Bendixen, that the Board approve the Amendment Agreement to the DMACC Self-Funded Benefit Plan Trust as shown in Attachment #3 to these minutes, Article III, Sections 1 and 2, Appointment of Trustees and Successor Trustees respectively.

Motion passed unanimously.
L. Courter made a motion that the following persons be appointed to serve on the DMACC Benefits Trust for terms as listed; second by D. Johnson.

Eldon Leonard - One year
Doug Shull - Two years
Don Zuck - One year
Virginia Loftus - Two years
Connie Allen - Two years
Gladys Calhoun - One year
Bob Wollaston - One year
Sheri Husak - One year

Motion passed unanimously.

A motion was made by E. Leonard, seconded by N. Wolf, that the Board approve the deletion of Board Policy #3032/Retirement, of the Human Resources/Personnel section of the Policy manual. The "Age Discrimination in Employment Amendments of 1986" eliminates a mandatory retirement age.

Motion passed unanimously.

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


Loftus, Virginia, Executive Assistant, Policy Planning & Analysis. To be paid $737.40 for assuming duties as Vice President, Economic Development Group from August 18, 1986, to September 29, 1986.


Motion passed unanimously.

A motion for approval of the payables as presented in Attachment #4 to these minutes was made by E. Leonard, seconded by D. Bendixen.

Motion passed unanimously.
It was moved by D. Johnson, seconded by D. Bendixen, that American Federal Savings & Loan Association of Iowa be designated as an approved depository for DMACC funds not to exceed $12,000,000.00, and that further approval be requested from the State Treasurer of Iowa. Attachment #5.

Motion passed unanimously.

D. Zuck, College Treasurer, presented the November 30, 1986, Financial Report, a copy of which is included as Attachment #6 to these minutes.

Due to the absence of President Borgen at the May 19, 1987, Board meeting, it was agreed that the May meeting would be changed to meet on May 12, 1987.

A motion for adjournment was made by L. Courter, seconded by D. Bendixen.

Motion passed unanimously and at 6:50 p.m., Board Vice President Clouser adjourned the meeting.

JASPER M. RISTAL, President

HELEN M. MINOR, Board Secretary
DATE: November 25, 1986
TO: Helen Minor - Board Secretary
FROM: Don Zuck - Vice President, Business Services
RE: Agenda Item for December 9 Board Meeting
Student Housing

We received one proposal on November 18, 1986, in response to our Request for Proposals for student housing on the Ankeny Campus. That proposal was submitted by Voorhees Design Group, 1415 Grand Avenue, West Des Moines, IA.

The Selection Committee, who is charged with the responsibility of evaluating the proposal and making a recommendation to the DMACC Board of Directors, is comprised of the following: Susan Clouser, chairperson and DMACC Board member; Eldon Leonard, DMACC Board member; Al Oberlander, architect with Bussard/Dikis Associates; Jon Crose, landscape architect and planner with Crose-Gardner Associates; David Dirks, financial consultant with Evensen Dodge, Inc.; David VanSickel, attorney with Davis, Hockenberg Law Firm; Kriss Boyd, DMACC student; Don Zuck, DMACC staff member. The Committee has been in session twice evaluating the proposal, including a discussion with Mr. Voorhees and his partner and staff members. A decision to recommend acceptance or rejection of the proposal will be made by the Committee prior to the December 9 Board meeting. If the recommendation is to accept the proposal, we will ask Mr. Voorhees to make a summary presentation of his proposal to the Board.

Attached is a copy of excerpts from the Voorhees proposal--the cover sheet, "General Proposal," and "Management Plan." A copy of the complete proposal (a rather lengthy document) including drawings is available in Don Zuck's office. The drawings will be available at the December 9 Board meeting.
November 26, 1986

Mr. Donald C. Zuck
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Re: Student Housing

Dear Mr. Zuck:

As proposed developer and General Partner of DMACC Student Housing Limited Partnership, I am hereby responding to major concerns expressed in our meeting of November 24 and listed in your letter of November 25 (attached). As noted below, we hereby amend our original proposal.

Architectural

1. We assume full responsibility for obtaining all approvals regarding kitchens in each unit and eliminating serving kitchens.

2. Project will be modified to satisfy all State and Local handicapped provisions.

3. We are willing to work with your architect to arrive at a design that is compatible with existing campus buildings with the understanding that resulting costs of design changes are essentially the same as materials and construction shown on our original proposal.

4. Furniture will not be built in and beds will allow for stacking into bunk beds.

Site

1. Service entrances will be screened and located so as not to detract from main entrances or the campus.

2. We will provide site lighting as per your RFP.

3. We agree with this item.
Mr. Donald C. Zuck  
November 26, 1986  
Page 2

Site continued

4. We will provide all parking for the project on-site or immediately to the west as per your comments with the understanding that the needed additional ground would be covered under the same land lease.

5. We would like to investigate with you relocating driveway access point.

6. We agree with this item.

Financial Plan

1. We agree to this item with the stipulation that the good faith deposit be returned if we are not successful in securing financing acceptable to the developer and that the deposit will be returned when we submit a Performance and Material Payment Bond in an amount not less than the construction contract. Also, we agree to submit our deposit within 5 working days of acceptance of our proposal. We will attempt to submit within 48 hours, but logistically that may be impossible.

Management Plan

1. We will modify "school term" to read "college semester" on Page 6, Section V.A.

2. Your understanding is correct.

I would like to restate our enthusiasm for this project and we are looking forward to working with DMACC on a successful project that will serve not only the students, but the community as a whole.

Sincerely,

Jeffrey W. Voorhees

JWV/jo
Enc.
cc: James Campney

*Typo correction per phone w/ J. Voorhees 12/1/86. Don Zuck
November 25, 1986

Mr. Jeffrey W. Voorhees
Voorhees Design Group, P.C.
1415 Grand Avenue
West Des Moines, IA 50265

Dear Mr. Voorhees:

This letter is a follow-up to the meeting you attended November 24 with our Student Housing Selection Committee.

I will list below, in summary form, our major concerns expressed at the meeting. Your response will be needed no later than December 2, 1986, so that the Selection Committee can make a final decision on December 3 concerning our recommendation to the DMACC Board of Directors. We do not expect revised drawings and other details by December 2, but do require your statements concerning complying with our concerns.

Architectural

1. The provision of a kitchen in each four-student unit in lieu of a catering kitchen and dining room is acceptable with the understanding that your firm will have the responsibility of obtaining City of Ankeny approval for this change.

2. Handicapped living units on the first floor must be provided in sufficient number to satisfy the handicapped code requirements.

3. The exterior appearance of the building should be more compatible with existing campus buildings through changes in design and/or use of materials.

4. The furniture should not be built-in and beds should be of the bunk type so that students can arrange the usage of rooms as they see fit.

Site

1. The service entrance area needs to be located and screened in a way that does not compete or detract from the main entrance to the housing building nor from the campus in general.

"An Equal Opportunity Employer"
Site (continued)

2. Site lighting is not shown on the plans, but will be required in the project.

3. Landscaping needs to accomplish a screening function and help delineate walkways, access points, etc.

4. We can not guarantee DMACC parking for non-students (to satisfy your lender) but would be willing to provide additional land adjacent to and immediately west of the housing site upon which you could construct additional parking.

5. The access point from the main campus drive was located respecting the master housing plan and existing access points. We would be willing, though, to reconsider the location of this access point.

6. Parking directly off of the drive on north part of site does not respect future master plan use of the drive as access to the other portions of the housing project.

Financial Plan

1. We need assurance from you that within 48 hours after acceptance of your proposal by our Board of Directors you will submit to us a good faith check, bond, or similar security instrument in the amount of $50,000 guaranteeing your performance. This guarantee will exclude securing your financing.

Management Plan

1. We understand that "school term" used on page 6, Section V.A. of the Management Plan means the college semester.

2. We understand that your experience in a similar management responsibility is represented by the James Place Apartments, 4733 Toronto Street, Ames, Iowa.

Please contact me if there are any questions concerning our request.
We appreciate your cooperation in preparing your proposal, meeting with the committee, and agreeing to respond to our concerns.

Sincerely,

Don Zuck, Vice President
Business Services

DZ/gp
cc: Dr. Joseph A. Borgen
   Committee Members
PROPOSAL FOR A
STUDENT HOUSING DEVELOPMENT
AT
DES MOINES AREA COMMUNITY COLLEGE
ANKENY, IOWA

DEVELOPERS
Jeffrey W. Voorhees
James T. Campney

OWNERS
DMACC Student Housing, Limited Partnership
1415 Grand Avenue
West Des Moines, Iowa 50265

ARCHITECT
Voorhees Design Group, P.C.
1415 Grand Avenue
West Des Moines, Iowa 50265
GENERAL PROPOSAL

We are pleased to submit the enclosed proposal for a two phased
development for housing for students of the Des Moines Area Community
College (DMACC) as advertised in your current request for proposals
dated September 16, 1986.

Although the detail of our proposal follows, the following is a summary
of our project.

Upon selection of our proposal, the Developers, Mr.
Voorhees and Mr. Campney, will form DMACC Student Housing
Limited Partnership, of which they will be the General Partners.
This partnership will serve as the "Owner" of the project.

Phase I: 200 Students
50 Living Units
Support Facilities

Phase II: 156 Students
39 Living Units
Expanded Support Facilities

Our proposal is predicated on a 50 year land lease from DMACC as
included in your current Request for Proposals.

The Developers have been actively developing commercial
properties, rental housing and student housing for over 10
years.

Please refer to the enclosed information on the Developers for
details on our background.
GENERAL

It is the intent of the Owner that the Des Moines Area Community College fifty unit complex located on land which is currently a part of the DMACC campus in Ankeny, Iowa, be managed by the General Partners, Jeffrey W. Voorhees and James T. Campney, of 1415 Grand Avenue, West Des Moines, Iowa 50265.

The experience of the Developers with similar types of management/development projects are as follows:

A. 26 complexes consisting of approximately 628 units throughout the State of Iowa

B. Development and management of student housing projects in Ames, Iowa of approximately 77 units.

I. Role and Responsibility of Owner and Relationship/Delegation of Authority to Management

A. The Owner/Agent relationship for the purpose of this management plan is to be treated as separate entities to provide for the operation of this project.

B. Supervisory Relationship

(1) The Owner and Agent will discuss overall project strategy, property maintenance, warranty enforcement, general operating policy and financial planning. The Agent will be responsible for carrying out the Owner's policy.

(2) During the initial operating year, The Owner will be responsible for enforcing warranty performance by the general contractor if the Agent is unable to obtain reasonable compliance. The Agent will conduct a nine month post-construction inspection and bring any building deficiencies to the attention of the Owner. The Owner will determine the degree in which to enforce compliance. The Agent will notify the general contractor of the Owner's wishes in writing and follow up with a one year inspection. Results of this inspection will be presented to the Owner for resolution.

(3) The Management Agent is responsible for supervising the persons responsible for the day-to-day operation of the project.

(4) The Agent will provide the Owner with monthly operating reports and execute all required forms on behalf of the Owner.
(5) The Owner will notify the Agent of the necessary insurance coverage; the Agent will cause it to be put into effect.

C. Owner/Agent consultation

(1) Excluding normal monthly expenditures, the Agent will consult with the Owner prior to obligating the project to any expenditure in excess of $500.

D. Agent Authorization Without Owner Consultation

(1) The Agent is authorized to contract necessary services for project operation; this includes necessary utilities, solid waste disposal, telephone, and extermination services.

(2) To market, lease, collect rents and enforce leases on all units.

(3) To cause the property to be maintained and repaired in accordance with the day-to-day, responsive and preventive maintenance plan.

(4) To execute all forms on behalf of the Owner.

(5) To deposit, withdraw and transfer project funds to/from the designated accounts in order to pay expenses, escrow required funds and refund security deposits. Signature cards will designate persons authorized to sign checks.

E. James A. Granzow, 1415 Grand Avenue, West Des Moines, Iowa is the key contact person for the Management Agent.

F. The Agent will be responsible for causing the project to be operated on a daily basis.

II. Personal Policy and Staffing Arrangements

A. The agent assures that all hiring will be in conformance with Federal, State and Local laws pertaining to Equal Opportunity. Hiring will be done on the basis of capabilities and potential; there will be no discrimination on the basis of race, religion, sex, age or national origin.

B. The projected staffing need of the project is one staff position consisting of "Resident Site Manager/Caretaker" pegged to a minimum of 30 hours per week with a minimum of six specified business hours each weekday (Monday-Friday). Additional hours will be designated as needed or required.

C. The individual hired in the capacity of Resident Site Manager/Caretaker is directly responsible to the Management Agent.
D. The position to be filled is "Resident Site Manager/Caretaker". Duties include serving as a liaison with the Agent for unit rental/repair/tenant relations, custodial care of the building interior/exterior/grounds and light maintenance duties for daily repairs. Compensation for this position will be negotiated. In addition, the Manager/Caretaker will be compensated at a yet determined rate for cleaning vacated units. (These amounts and charges will be paid from tenant security deposits if due to tenant abuse. If normal wear and tear, they will be paid out of project funds).

E. Plans for training and familiarizing employees with job related responsibilities and applicable DMACC project requirements include meeting with the management agent to discuss the written job description, review of the Maintenance Checklist and providing the employee with a handbook developed by the Agent for necessary information. The employees will also attend periodic training sessions.

III. Plans for Marketing & Occupancy

A. The units will initially be advertised to all current and prospective DMACC students through local contact with DMACC officials responsible for student recruitment and housing needs, local newspapers, notices in public areas and by personal contact by the site manager with prospective DMACC student/tenants. Thereafter, classified ads and previously established DMACC contacts will be notified when vacancies occur or when the waiting list is insufficient for projected vacancies.

B. It is the intent of the Developer to use the housing primarily for housing students of DMACC. If Developer cannot secure enough student sub-letters to fill the housing built on the demised premises, then the Developer may, with landlord's consent, sublet living units to individuals who are not DMACC students.

C. During initial rent-up the management agent will obtain the names of those individuals surveyed for project development and contact these people according to established student priority policy as follows:

"In subletting units of housing built on the premises, the agent 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. Agent will maintain a waiting list of DMACC students desiring housing and will grant those students priority on units that become available."
D. Rent. Tenant will sublet housing at a rent (including a utility allowance to be determined by the owner and the local utility company to cover expected utility costs) of $150/person/month during the first year of occupancy. Each two bedroom unit will consist of four students, two to each bedroom. Any unit that exceeds the given utility allowance shall pay monthly the excess cost above the basic allowance. 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 agent.

E. A security deposit will be required with each application. After occupancy, this deposit is held as a security to cover charges (damages) that may exist when the resident vacates. The deposit, minus any charges, is refunded after the departure of the resident or after cancellation of an application.

If the applicant rejects an assignment 10 days or more after the date of notice of assured housing, the deposit will be forfeited. The deposit will be returned to the applicant upon notification of rejection prior to this date.

F. Students shall be selected as roommates on a random first come, first served basis unless specified on the original application. An effort will be made to accommodate all specific requests for roommates but management cannot guarantee that the requests will be fulfilled.

G. The Resident Site Manager/Caretaker will record the name and address of all potential applicants in the Manager's Notebook (provided by Agent). As such contacts provide complete applications, the Site Manager/Caretaker (Site M/C) will enter the name and identifying information on to the waiting list. The waiting list will be maintained at the Site M/C office. The Site M/C will create a file to contain the complete application until the unit is rented. The waiting list will be used to fill vacancies which arise. When a unit is offered the tenant will accept the unit or their name will be placed at the bottom of the waiting list as of the date that the unit was offered or deferred as per III C. If the tenant requests that his name be taken off the list, the Site M/C will place the file in an inactive section noting same in the "comment section of the waiting list form. (In the event of lack of demand for the units the Site M/C can go back through the files for potential leads).
H. Prior to move-in the tenant will be given a "Unit Condition Inspection" form. They will be told that this form is to be used to compare unit conditions at move-out. Furthermore, the tenant will be instructed to inspect the unit themselves noting any deficiencies and signing the form indicating that they inspected it prior to move-in. It is the Site M/C's responsibility to have the unit in move-in condition. After successive occupancies there will be minor deficiencies due to wear and tear (e.g. spots on carpet, small woodwork nicks, and sheetgood stains. Since these are cosmetic and may not warrant replacement or are uncorrectable items, they will be mutually acknowledged by the Site M/C and tenant prior to move in. The tenant and the Site M/C will maintain a copy as an attachment to the lease.

I. The Site M/C will orientate the new tenant to the project, operation and location of equipment, and practical tips which may not be covered in the lease or community rules. There will be no tenant handbook.

J. The Resident Site Manager/Caretaker will be the local marketing contact for potential applicants and their selection.

(1) Showing the units to the prospective tenants, obtaining the initial application and information necessary to certify the individual for occupancy, and obtaining local character references regarding the applicant.

(2) Sending the initial eligibility information to the Agent along with the reference material to the Agent.

(3) If the Site M/C arrives at an application on their waiting list by a tenant which is otherwise eligible but has poor references, the Site M/C will send the file to the Agent. The Agent will notify the tenant of the results of the reference check and the reason for their rejection for occupancy. The tenant will be notified of their administrative rights under a grievance procedure.

(4) The Owner reserves the right to override the Agent's decision to select and admit any tenant.

IV. Determining Tenant Eligibility

A. The Site M/C will take applications during posted office hours or by appointment. The prospective resident will be asked to fill out an application form. The Site M/C will check references and credit history.
B. As described in Section III-C of this plan, the Site M/C will be responsible for obtaining initial occupancy applications.

C. The Agent will be responsible for training the Site M/C regarding applicable rental procedures.

D. The Site M/C will be provided with requirements with regard to tenant/unit size and the procedure for obtaining permission to rent to an ineligible in the event of a lack of student requests for occupancy.

E. As outlined in Section III the Site M/C will be trained with regard to requirements covering tenant eligibility, rejections and waiting list procedures.

V. Tenant Leasing Policies

A. Leases will run concurrent with each school term with a minimum of one month or end of term, whichever is longer. The General Partners reserve the right to require annual leases.

B. If there is a unit appropriate and acceptable by the tenant and references are acceptable, the Site M/C will have the tenant inspect the unit and sign a lease. The lease will stipulate rent (pro-rated rent) and applicable security deposit. Assignment to a unit will be based on date of application with receipt of the designated security deposit.

   (1) Prior to the Site M/C giving the tenant keys to the unit, the tenant will pay the first month's rent and full security deposit.

   (2) Upon receipt of payments the Site M/C will give the tenant keys to the apartment and send the application, lease pages and check to the Agent's main office.

C. The Rules for Occupancy (Rule and Regulations) will be attached to the lease and will be given to each resident by the Site M/C upon move-in. Also, they will be posted in the common area bulletin board.

D. In the event a tenant does not speak or read English, the Site M/C is instructed to contact the Agent's main office. Arrangements will be made of interpretive services; this also includes the visually or hearing impaired.
VI. Rent Collection Policies and Procedures

A. Rents will be paid by mail to the office of the Agent. Rent is due on the first of each month. If the resident does not pay the full amount of rent by the Tenth, the Owner may collect a fee of ten dollars ($10.00) late charge on the eleventh. Any checks returned for insufficient funds will be treated as non-payment of rent if not covered by the tenth of the month.

B. For security reasons there will be no on-site collection; special arrangements may be made with the Site M/C in the case of an incapacitated tenant. After hour deposits will be made at the bank.

C. Rent rolls are prepared by the Management Agent every month. Payments are entered on the rent roll.

D. Security deposits are made in the amount of one month's basic rent. A separate ledger and account will be maintained on tenant security deposits. Interest earned on the security deposits will be retained by the project as specified by Iowa Code. The Owner reserves the right to adjust the security deposit amounts and requirements in compliance with the Iowa Code.

VII. Procedures for Implementing a Rent Increase

A. To request an approved rent change the following procedures will occur:

(1) The Agent will discuss the proposed rent increase with the landlord according to III-E.

(2) DMACC will be notified of all rent increases in compliance with terms of the land lease.

(3) An approved increase will be effective on the first day of the month following a minimum 30 day notice to tenant.

B. All operating and management expenses will be provided to support the request for increasing rent.

C. All tenants will receive individual notice of rent changes.

VIII. Plans for Carrying Out An Effective Maintenance and Repair Program

A. The projects as-built plans and specifications are maintained in the office of the Management Agent. The Management Agent is responsible for updating any changes.
B. The Agent conducts annual inspections of appliances and mechanical equipment in accordance with the preventive maintenance plan. Heating systems are inspected prior to the heating season.

C. Inspection and Maintenance

(1) Occupied units. All residents are instructed to contact the Site M/C for responsive maintenance requests. The Site M/C will make arrangements for repairs. If the repair cannot be handled by the Site M/C, he will contact the office of the Management Agent prior to contacting a contracted repair person.

If the resident is not available at the time of unit entry, a slip indicating the time and purpose of entry will be left by the Site M/C.

(2) Move-Out. Prior to the tenant vacating the unit, the Site M/C and the tenant will inspect the unit. Deficiencies will be noted. The results of the move-out and move-in condition will be compared. If deficiencies are noted they will be repaired prior to move-in and the unit certified as decent, safe and sanitary.

Any repairs/cleaning chargeable to the tenant will be noted on the "Vacated Unit Report". This is then sent to the Agent's office.

(3) Move-In. Prior to the resident move-in, the Site M/C will have inspected the unit from the prior tenant and caused the necessary repairs or cleaning to be done. At the time of lease signing the Site M/C will have the tenant inspect the unit and note any curable or non-curable deficiencies. The tenant will sign and date the inspection sheet which will be attached to the lease.

D. Painting. Every unit will be painted on the basis of a three year schedule for a tenant maintaining continuous occupancy. When a unit is vacated prior to the scheduled period, it will be painted as needed upon vacancy. Exterior painting will be done every five years for painted surfaces and stained at seven years. This does not preclude accelerating the schedule if surfaces are chipping, peeling or fading.

E. Garbage and trash hauling will be contracted. A dumpster will be maintained on site according to DMACC requirements.
F. All major repairs will be handled through the office of the Agent. In the event of emergency and the Agent cannot give prior authorization, the Site M/C is authorized to contact a repair person; but must contact the agent at the first possible time. If the repair need occurs during warranty the Agent will contract with the responsible party.

G. Grounds upkeep and maintenance. The Site M/C is responsible for the upkeep and maintenance of the lawn and plant material. This includes watering and mowing with equipment provided for the project. Periodic fertilization and weed killing will be contracted.

The Site M/C is responsible for the removal of snow and ice from the sidewalks using a snow blower provided by the project. Snow removal from the parking areas, if any, will be contracted to a responsible bidder.

H. Janitorial. Janitorial services will be provided for entries, hallways and common areas and will be cleaned once a week or as needed.

I. At move-in the tenant will be briefed regarding the operation of equipment in the apartment and request of repairs. All repair requests will be directed to the Site M/C.

J. Security provisions.

   (1) All apartments and common halls are equipped with smoke detectors.

   (2) An approved fire extinguisher will be located on each floor.

   (3) Outdoor lighting has been made part of the original construction plan.

K. A preventive maintenance plan will be developed by the Management Agent. The Agent will monitor the plan and cause it to be implemented either by the Site M/C or contracted services as indicated.

L. Residents will be urged to help management keep costs of operation as low as possible by conserving on energy usage, reporting vandalism, and offering other efficiency suggestions.

M. No dogs, cats, or similar pets are permitted.

N. Water furnishings are not permitted.
IX. Plans for Meeting Owner/Agent Recordkeeping and Reporting Requirements

A. Two types of project records will be maintained.

(1) Site M/C will prepare and maintain a file which contains:

(a) Waiting list

(b) Tenant file with base information, and a copy of the Apartment Condition Inspection Report. It will also contain copies of any correspondence or notes taken by the Site M/C for each tenant.

(c) Project rent roll

(2) Management Agent will maintain the permanent project files:

(a) Tenant files will include the original tenant application and lease. Also, it will contain any correspondence, notices, etc.

(b) Permanent financial records

B. The Management Agent prepares and submits the monthly and annual reports required by the Owner.

C. The records subject to Owner review will be kept in the office of the Agent.

X. Energy Conservation Measures

A. The tenant will be in direct control of electrical and water/sewer consumption. Since the tenant will be paying for the excess over the utility allowance for electricity, lights, heat and appliances, he will have a financial motive to conserve. However, the Site M/C will assist tenants in such conservation practices as to the proper setting of thermostats at night or when rooms are unoccupied, turning off lights when not needed, turning down heat while cooking, and passive solar gain/reduction through use of shading in the apartment.

Since the project will be providing water, the Site M/C will instruct the tenant in conservative use of water when washing dishes, bathing and in the use of common area amenities.

The tenants will be assisted in energy conservation practices by instruction in operation of the equipment, by methods of saving utility dollars and by explaining the relationship between project utility costs and necessity for rent raises.
B. The project will directly control water, and common area heating. As such, the following practices could lead to energy savings:

1. Maintain adjustment of baseboard heaters and thermostats.
2. Install water flow restrictors on showers and faucets.
3. Policing thermostats for high summer setting and low winter settings.
4. Keeping vacant units at maintenance level heat.
5. Policing doors and common area windows.
6. Maintain caulking around windows and doors.
7. Maintain attic spaces for ventilation.
8. Conduct preventive maintenance on the water heaters.

XI. Plans for Tenant-Management Relations
A. Tenants will be oriented to the project by the Resident Site M/C.

XII. Termination of Lease and Evictions
A. The Agent is responsible for knowing State and Local laws and requirements regarding termination of leases and evictions.

XIII. Security Servicing
A. The Agent is responsible for following the Owner's requirements for Fidelity Bond coverage.
B. The Owner will advise the Agent of the amount and requirements for insurance coverage. The Agent is responsible for making sure that the premium is paid and the insurance is in effect.
December 1, 1986

Mr. Donald Zuck
Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50021

Dear Don:

Architectural Services and Agreement - Urban Campus Expansion

Please find attached the Standard Form of Agreement Between Owner and Architect dated November 26, 1986, for the proposed Des Moines Area Community College, Urban Campus Expansion.

The rationale for the contract amount is as follows:

1. **Part One:** Programming (including educational specifications) and site visitations to other campuses are not included in the Basic Services as defined in Paragraphs 1.1 through 1.5 of the Agreement. On previous DMACC projects, educational specifications have been provided by the owner. We are providing these services, plus what we anticipate to be services required by Urban Renewal, for an hourly compensation not to exceed $15,000.

2. **Part Two:** We propose to provide the Basic Services for a stipulated sum based on the following historical criteria:

   A. **Original Urban Campus Building - 1979:** Our fee for this project was based on 6-1/2 percent of the construction cost, plus 3 percent of the related work for coordinating the civil engineering and landscape architects, plus an additional amount of approximately $7,000 for construction administration. This was a single construction contract. The fees for the civil engineering and landscape architects were not included in our compensation.

   B. **Technical Center - Ankeny Campus - 1986:** Our fee for this project was based on a construction budget of 38,000 square feet x $75/SF x 7-1/2 percent fee, or $213,750. Added to this amount was an additional $15,300 for the linkage design, $31,700 (approximately 1 percent) for multiple contracts, and an additional $3,000 for the DDC mechanical control work. This increased the fee to $263,750, or 8.8 percent of the construction budget of $3,000,000 ($2,850,000 for the building and $150,000 for the link).
Based on this criteria, we propose a stipulated sum for Basic Services, Part Two, as follows:

--- Budgeted Construction Costs = $2,250,000 (for addition) plus $100,000 (remodeling) = $2,350,000.

--- Architectural Fees = $2,350,000 x 8.6% = $202,100.

This fee includes mechanical, electrical, structural, civil, and landscape architect consultant services for the expansion and renovation work, preparation of separate bidding documents required for multiple contracts, and the additional time required for administrating the construction contracts.

3. Part Three: We propose to provide Furnishings and Equipment Services "as needed" on an hourly rate basis. This approach has been cost effective for DMACC, particularly when the scope of Furnishings and Equipment Services may vary. BDA will coordinate services with the DMACC Physical Plant and user group(s) in the planning, selection, specifying, and purchasing of furnishings and equipment.

We understand the urgency of this project and the importance of bringing it "on line" as quickly as possible. The attached Planning/Construction Schedule describes a realistic time line for the expansion.

We are pleased to have the opportunity to provide architectural and engineering services for this project. You can be assured of our commitment to the services you have expected in the past of our firm.

Sincerely,

H. Kennard Bussard, FAIA

HKB/jm

Enclosure
## Master Planning/Construction Schedule

### DMACC - Urban Campus Expansion

**Nov. 26, 1986**

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### Preplanning:

- **Start-up Agreement**
- **Urban Renewal/City Review**
- **Architect/Owner Program Review**
- **Similar Facility Visitation (Drake, Buena Vista)**
- **Program Charrette**
- **Programming 100% Complete**
- **DMACC Holiday Break**
AGREEMENT
made as of the ninth day of December in the year of Nineteen Hundred and eighty-six.

BETWEEN the Owner: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50021

300 Homestead Building, 303 Locust Street
Des Moines, IA 50309

Des Moines Area Community College Urban Campus Expansion
For the following Project: 1100 Seventh Street, Des Moines, Iowa
(Include detailed description of Project location and scope.)

Scope of Services:

Part One Additional Services required prior to start of Part Two, for programming, governmental agency review and coordination and out of city site visitations.

Part Two Basic Services. Services as described in paragraphs 1.1 through 1.5 of this agreement for the partial remodeling of the existing building and a new 30,000 square foot addition.

Part Three Additional Services for furnishings and equipment. Services include planning, selection, specifying and purchasing furnishings and equipment.

The Owner and the Architect agree as set forth below.
ARCHITECT'S SERVICES AND RESPONSIBILITIES

BASIC SERVICES

The Architect's Basic Services consist of the five phases described in Paragraphs 1.1 through 1.5 and include normal structural, mechanical and electrical engineering services and any other services included in Article 15 as part of Basic Services.

1.1 SCHEMATIC DESIGN PHASE

1.1.1 The Architect shall provide a preliminary evaluation of the design and Project budget requirements, each in terms of the other, subject to the limitations set forth in Subparagraph 3.2.1.

1.1.2 The Architect shall review with the Owner alternative approaches to design and construction of the Project.

1.1.3 Based on the mutually agreed upon program and Project budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

1.1.4 The Architect shall review the understanding of such requirements for approval by the Owner, Schematic Design Documents.

1.1.5 The Architect shall submit to the Owner a Statement of Probable Construction Cost based on current area, volume or other unit costs.

1.2 DESIGN DEVELOPMENT PHASE

1.2.1 Based on the approved Schematic Design Documents and any adjustments authorized by the Owner in the program or Project budget, the Architect shall prepare, for approval by the Owner, Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate.

1.2.2 The Architect shall submit to the Owner a further Statement of Probable Construction Cost.

1.3 CONSTRUCTION DOCUMENTS PHASE

1.3.1 Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the Project budget authorized by the Owner, the Architect shall prepare, for approval by the Owner, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.

1.3.2 The Architect shall assist the Owner in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

1.3.3 The Architect shall advise the Owner of any adjustments to previous Statements of Probable Construction Cost indicated by changes in requirements or general market conditions.

1.3.4 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.4 BIDDING OR NEGOTIATION PHASE

1.4.1 The Architect, following the Owner's approval of the Construction Documents and of the latest Statement of Probable Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals, and assist in awarding and preparing contracts for construction.

1.5 CONSTRUCTION PHASE—ADMINISTRATION OF THE CONSTRUCTION CONTRACT

1.5.1 The Construction Phase will commence with the award of the Contract for Construction and, together with the Architect's obligation to provide Basic Services under this Agreement, will terminate when final payment to the Contractor is due, or in the absence of a final Certificate for Payment or of such due date, sixty days after the Date of Substantial Completion of the Work, whichever occurs first.

1.5.2 Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Architect shall provide administration of the Contract for Construction as set forth below and in the edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement.

1.5.3 The Architect shall be a representative of the Owner during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor shall be forwarded through the Architect. The Architect shall have authority to act on behalf of the Owner only to the extent provided in the Contract Documents unless otherwise modified by written instrument in accordance with Subparagraph 1.5.16.

1.5.4 The Architect shall visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Architect in writing to become generally familiar with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of such on-site observations as an architect, the Architect shall keep the Owner informed of the progress and quality of the Work, and shall endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

1.5.5 The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, for the acts or omissions of the Contractor, Sub-
contractors or any other persons performing any of the Work, or for the failure of any of them to carry out the Work in accordance with the Contract Documents.

1.5.6 The Architect shall at all times have access to the Work wherever it is in preparation or progress.

1.5.7 The Architect shall determine the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment in such amounts, as provided in the Contract Documents.

1.5.8 The issuance of a Certificate for Payment shall constitute a representation by the Architect to the Owner, based on the Architect's observations at the site as provided in Subparagraph 1.5.4 and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated; that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate for Payment); and that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment shall not be a representation that the Architect has made any examination to ascertain how and for what purpose the Contractor has used the moneys paid on account of the Contract Sum.

1.5.9 The Architect shall be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by both the Owner and Contractor. The Architect shall render interpretations necessary for the proper execution or progress of the Work with reasonable promptness on written request of either the Owner or the Contractor, and shall render written decisions, within a reasonable time, on all claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the Work or the interpretation of the Contract Documents.

1.5.10 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in written or graphic form. In the capacity of interpreter and judge, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the result of any interpretation or decision rendered in good faith in such capacity.

1.5.11 The Architect's decisions in matters relating to artistic effect shall be final if consistent with the intent of the Contract Documents. The Architect's decisions on any other claims, disputes or other matters, including those in question between the Owner and the Contractor, shall be subject to arbitration as provided in this Agreement and in the Contract Documents.

1.5.12 The Architect shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Architect's reasonable opinion, it is necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will have authority to require special inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work be then fabricated, installed or completed.

1.5.13 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and with the information given in the Contract Documents. Such action shall be taken with reasonable promptness so as to cause no delay. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

1.5.14 The Architect shall prepare Change Orders for the Owner's approval and execution in accordance with the Contract Documents, and shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are not inconsistent with the intent of the Contract Documents.

1.5.15 The Architect shall conduct inspections to determine the Dates of Substantial Completion and final completion, shall receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment.

1.5.16 The extent of the duties, responsibilities and limitations of authority of the Architect as the Owner's representative during construction shall not be modified or extended without written consent of the Owner, the Contractor and the Architect.

1.6 PROJECT REPRESENTATION BEYOND BASIC SERVICES

1.6.1 If the Owner and Architect agree that more extensive representation at the site than is described in Paragraph 1.5 shall be provided, the Architect shall provide one or more Project Representatives to assist the Architect in carrying out such responsibilities at the site.

1.6.2 Such Project Representatives shall be selected, employed and directed by the Architect, and shall be compensated therefor as mutually agreed between the Owner and the Architect as set forth in an exhibit appended to this Agreement, which shall describe the duties, responsibilities and limitations of authority of such Project Representatives.

1.6.3 Through the observations by such Project Representatives, the Architect shall endeavor to provide further protection for the Owner against defects and deficiencies in the Work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described in Paragraph 1.5.

1.7 ADDITIONAL SERVICES

The following Services are not included in Basic Services unless so identified in Article 15. They shall be provided if authorized or confirmed in writing by the Owner, and they shall be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services.
1.7.1 Providing analyses of the Owner's needs, and programming the requirements of the Project.

1.7.2 Providing financial feasibility or other special studies.

1.7.3 Providing planning surveys, site evaluations, environmental studies or comparative studies of prospective sites, and preparing special surveys, studies and submissions required for approvals of governmental authorities or others having jurisdiction over the Project.

1.7.4 Providing services relative to future facilities, systems and equipment which are not intended to be constructed during the Construction Phase.

1.7.5 Providing services to investigate existing conditions or facilities or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by the Owner.

1.7.6 Preparing documents of alternate, separate or sequential bids or providing extra services in connection with bidding, negotiation or construction prior to the completion of the Construction Documents Phase, when requested by the Owner.

1.7.7 Providing coordination of Work performed by separate contractors or by the Owner's own forces.

1.7.8 Providing services in connection with the work of a construction manager or separate consultants retained by the Owner.

1.7.9 Providing Detailed Estimates of Construction Cost, analyses of owning and operating costs, or detailed quantity surveys or inventories of material, equipment and labor.

1.7.10 Providing interior design and other similar services required for or in connection with the selection, procurement or installation of furniture, furnishings and related equipment.

1.7.11 Providing services for planning tenant or rental spaces.

1.7.12 Making revisions in Drawings, Specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents or are due to other causes not solely within the control of the Architect.

1.7.13 Preparing Drawings, Specifications and supporting data and providing other services in connection with Change Orders to the extent that the adjustment in the Basic Compensation resulting from the adjusted Construction Cost is not commensurate with the services required of the Architect, provided such Change Orders are required by causes not solely within the control of the Architect.

1.7.14 Making investigations, surveys, valuations, inventories or detailed appraisals of existing facilities, and services required in connection with construction performed by the Owner.

1.7.15 Providing consultation concerning replacement of any Work damaged by fire or other cause during construction, and furnishing services as may be required in connection with the replacement of such Work.

1.7.16 Providing services made necessary by the default of the Contractor, or by major defects or deficiencies in the Work of the Contractor, or by failure of performance of either the Owner or Contractor under the Contract for Construction.

1.7.17 Preparing a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

1.7.18 Providing extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance, and consultation during operation.

1.7.19 Providing services after issuance to the Owner of the final Certificate for Payment, or in the absence of a final Certificate for Payment, more than sixty days after the Date of Substantial Completion of the Work.

1.7.20 Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding.

1.7.21 Providing services of consultants for other than the normal architectural, structural, mechanical and electrical engineering services for the Project.

1.7.22 Providing any other services not otherwise included in this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

1.8 TIME

1.8.1 The Architect shall perform Basic and Additional Services as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. Upon request of the Owner, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which shall be adjusted as required by the Project proceeds, and shall include allowances for periods of time required for the Owner's review and approval of submissions and for approvals of authorities having jurisdiction over the Project. This schedule, when approved by the Owner, shall not, except for reasonable cause, be exceeded by the Architect.

ARTICLE 2

THE OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project including a program, which shall set forth the Owner's design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements.

2.2 If the Owner provides a budget for the Project it shall include contingencies for bidding, changes in the Work during construction, and other costs which are the responsibility of the Owner, including those described in this Article 2 and in Subparagraph 3.1.2. The Owner shall, at the request of the Architect, provide a statement of funds available for the Project, and their source.
2.8 The services, information, surveys and reports as required by law or the Contract Documents. Chemical and other laboratory tests, inspections and reports of the Contractor's performance, and other professional recommendations.

2.9 The Owner may require to verify the Contractor's representations of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

2.10 The Owner shall furnish information and surveys and reports as required by law or the Contract Documents. Such surveys shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, soil and water conditions, with reports and appropriate professional recommendations.

2.11 The Owner shall furnish the services of soil engineers or other consultants when such services are deemed necessary by the Architect. Such services shall include test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, soil and water conditions, with reports and appropriate professional recommendations.

2.12 The Owner shall furnish the services of soil engineers or other consultants as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner.

2.13 The Owner shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including such auditing services as the Owner may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by or on behalf of the Owner. If the Owner observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with the Contract Documents, prompt written notice thereof shall be given by the Owner to the Architect.

2.14 The Owner shall furnish required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Architect's services and of the Work.

ARTICLE 3
CONSTRUCTION COST

3.1 DEFINITION

3.1.1 The Construction Cost shall be the total cost or estimated cost to the Owner of all elements of the Project designed or specified by the Architect.

3.1.2 The Construction Cost shall include at current market rates, including a reasonable allowance for overhead and profit, the cost of labor and materials furnished by the Owner and any equipment which has been designed, specified, selected or specially provided for by the Architect.

3.1.3 Construction Cost does not include the compensation of the Architect and the Architect's consultants, the cost of the land, rights-of-way, or other costs which are the responsibility of the Owner as provided in Article 2.

3.2 RESPONSIBILITY FOR CONSTRUCTION COST

3.2.1 Evaluations of the Owner's Project budget, Statements of Probable Construction Cost and Detailed Estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Project budget proposed, established or approved by the Owner, if any, or from any Statement of Probable Construction Cost or other cost estimate or evaluation prepared by the Architect.

3.2.2 No fixed limit of Construction Cost shall be established as a condition of this Agreement by the furnishing, proposal or establishment of a Project budget under Subparagraph 1.1.2 or Paragraph 2.2 or otherwise, unless such fixed limit has been agreed upon in writing and signed by the parties hereto. If such a fixed limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project and to include in the Contract Documents alternate bids to adjust the Construction Cost to the fixed limit. Any such fixed limit shall be increased in the amount of any increase in the Contract Sum occurring after execution of the Contract for Construction.

3.2.3 If the Bidding or Negotiation Phase has not commenced within three months after the Architect submits the Construction Documents to the Owner, any Project budget or fixed limit of Construction Cost shall be adjusted to reflect any change in the general level of prices in the construction industry between the date of submission of the Construction Documents to the Owner and the date on which proposals are sought.

3.2.4 If a Project budget or fixed limit of Construction Cost (adjusted as provided in Subparagraph 3.2.3) is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or renegotiating of the Project within a reasonable time, (3) if the Project is abandoned, terminate in accordance with Paragraph 10.2, or (4) cooperate in revising the Project scope and quality as required to reduce the Construction Cost. In the case of (4), provided a fixed limit of Construction Cost has been established as a condition of this Agreement, the Architect, without additional charge, shall modify the Drawings and Specifications as necessary to comply
with the fixed limit. The providing of such service shall be
the limit of the Architect's responsibility arising from the
establishment of such fixed limit, and having done so, the
Architect shall be entitled to compensation for all services
performed, in accordance with this Agreement, whether
or not the Construction Phase is commenced.

ARTICLE 5
REIMBURSABLE EXPENSES

5.1 Reimbursable Expenses are in addition to the Com­
pen­sation for Basic and Additional Services and include
actual expenditures made by the Architect and the Archi­
tect's employees and consultants in the interest of the
Project for the expenses listed in the following Sub­
paragraphs:

5.1.1 Expense of transportation in connection with the
Project; living expenses in connection with out-of-town
tavel; long distance communications; and fees paid for
securing approval of authorities having jurisdiction over
the Project.

5.1.2 Expense of reproductions, postage and handling of
Drawings, Specifications and other documents, excluding
reproductions for the office use of the Architect and the
Architect's consultants.

5.1.3 Expense of data processing and photographic pro­
duction techniques when used in connection with Addi­tional Services.

5.1.4 If authorized in advance by the Owner, expense of
overtime work requiring higher than regular rates.

5.1.5 Expense of renderings, models and mock-ups re­
quested by the Owner.

5.1.6 Expense of any additional insurance coverage or
limits, including professional liability insurance, requested
by the Owner in excess of that normally carried by the
Architect and the Architect's consultants.

ARTICLE 6
PAYMENTS TO THE ARCHITECT

6.1 PAYMENTS ON ACCOUNT OF BASIC SERVICES

6.1.1 An initial payment as set forth in Paragraph 14.1 is
the minimum payment under this Agreement.

6.1.2 Subsequent payments for Basic Services shall be
made monthly and shall be in proportion to services per­
formed within each Phase of services, on the basis set
forth in Article 14.

6.1.3 If and to the extent that the Contract Time initially
established in the Contract for Construction is exceeded
or extended through no fault of the Architect, compensa­
tion for any Basic Services required for such extended
period of Administration of the Construction Contract
shall be computed as set forth in Paragraph 14.4 for Addi­tional Services.

6.1.4 When compensation is based on a percentage of
Construction Cost, and any portions of the Project are
delayed or otherwise not constructed, compensation for
such portions of the Project shall be payable to the extent
services are performed on such portions, in accordance
with the schedule set forth in Subparagraph 14.2.2, based
on (1) the lowest bona fide bid or negotiated proposal or,
(2) if no such bid or proposal is received, the most recent
Statement of Probable Construction Cost or Detailed Esti­
mate of Construction Cost for such portions of the Project.

6.2 PAYMENTS ON ACCOUNT OF
ADDITIONAL SERVICES

6.2.1 Payments on account of the Architect's Additional
Services as defined in Paragraph 1.7 and for Reimbursable
Expenses as defined in Article 5 shall be made monthly
upon presentation of the Architect's statement of services
rendered or expenses incurred.

6.3 PAYMENTS WITHHELD

6.3.1 No deductions shall be made from the Architect's
compensation on account of penalty, liquidated damages
or other sums withheld from payments to contractors, or
on account of the cost of changes in the Work other than
those for which the Architect is held legally liable.

6.4 PROJECT SUSPENSION OR TERMINATION

6.4.1 If the Project is suspended or abandoned in whole
or in part for more than three months, the Architect shall
be compensated for all services performed prior to receipt
of written notice from the Owner of such suspension or
abandonment, together with Reimbursable Expenses then
due and all Termination Expenses as defined in Paragraph
10.4. If the Project is resumed after being suspended for
more than three months, the Architect's compensation
shall be equitably adjusted.

ARTICLE 7
ARCHITECT'S ACCOUNTING RECORDS

7.1 Records of Reimbursable Expenses and expenses per­
taining to Additional Services and services performed on
the basis of a Multiple of Direct Personnel Expense shall
be kept on the basis of generally accepted accounting
principles and shall be available to the Owner or the
Owner's authorized representative at mutually convenient
times.

ARTICLE 8
OWNERSHIP AND USE OF DOCUMENTS

8.1 Drawings and Specifications as instruments of serv­
ice are and shall remain the property of the Architect
whether the Project for which they are made is executed
or not. The Owner shall be permitted to retain copies, in­
cluding reproducible copies, of Drawings and Specifi­ca­tions for information and reference in connection with the
Owner's use and occupancy of the Project. The Drawings
and Specifications shall not be used by the Owner on
other projects, for additions to this Project, or for comple-
tion of this Project by others provided the Architect is not
in default under this Agreement, except by agreement in
writing and with appropriate compensation to the Archi-
tect.

8.2 Submission or distribution to meet official regulatory
requirements or for other purposes in connection with the
Project is not to be construed as publication in derogation
of the Architect's rights.

ARTICLE 9
ARBITRATION

9.1 All claims, disputes and other matters in question
between the parties to this Agreement, arising out of or
relating to this Agreement or the breach thereof, shall be
decided by arbitration in accordance with the Construc-
tion Industry Arbitration Rules of the American Arbitra-
tion Association then obtaining unless the parties mutually
agree otherwise. No arbitration, arising out of or relating
to this Agreement, shall include, by consolidation, joinder
or in any other manner, any additional person not
a party to this Agreement except by written consent con-
taining a specific reference to this Agreement and signed
by the Architect, the Owner, and any other person sought
to be joined. Any consent to arbitration involving an ad-
tional person or persons shall not constitute consent to
arbitration of any dispute not described therein or with
any person not named or described therein. This Agree-
ment to arbitrate and any agreement to arbitrate with an
additional person or persons duly consented to by the
parties to this Agreement shall be specifically enforceable
under the prevailing arbitration law.

9.2 Notice of the demand for arbitration shall be filed in
writing with the other party to this Agreement and with
the American Arbitration Association. The demand shall
be made within a reasonable time after the claim, dispute
or other matter in question has arisen. In no event shall
the demand for arbitration be made after the date when
institution of legal or equitable proceedings based on
such claim, dispute or other matter in question would be
barred by the applicable statute of limitations.

9.3 The award rendered by the arbitrators shall be final,
and judgment may be entered upon it in accordance with
applicable law in any court having jurisdiction thereof.

ARTICLE 10
TERMINATION OF AGREEMENT

10.1 This Agreement may be terminated by either party
upon seven days' written notice should the other party fail
substantially to perform in accordance with its terms
through no fault of the party initiating the termination.

10.2 This Agreement may be terminated by the Owner
upon at least seven days' written notice to the Architect
in the event that the Project is permanently abandoned.

10.3 In the event of termination not the fault of the Ar-
chitect, the Architect shall be compensated for all services
performed to termination date, together with Reimburse-
able Expenses then due and all Termination Expenses as
defined in Paragraph 10.4.

10.4 Termination Expenses include expenses directly at-
tributable to termination for which the Architect is not
otherwise compensated, plus an amount computed as a
percentage of the total Basic and Additional Compensation
earned to the time of termination, as follows:

1. 20 percent if termination occurs during the Schem-
ic Design Phase; or

2. 10 percent if termination occurs during the Design
Development Phase; or

3. 5 percent if termination occurs during any subse-
quent phase.

ARTICLE 11
MISCELLANEOUS PROVISIONS

11.1 Unless otherwise specified, this Agreement shall be
governed by the law of the principal place of business of
the Architect,

11.2 Terms in this Agreement shall have the same mean-
ing as those in AIA Document A201, General Conditions
of the Contract for Construction, current as of the date
of this Agreement.

11.3 As between the parties to this Agreement: as to all
acts or failures to act by either party to this Agreement,
any applicable statute of limitations shall commence to
run and any alleged cause of action shall be deemed to
have accrued in any and all events not later than the rele-
vant Date of Substantial Completion of the Work, and as
to any acts or failures to act occurring after the relevant
Date of Substantial Completion, not later than the date of
issuance of the final Certificate for Payment.

11.4 The Owner and the Architect waive all rights
against each other and against the contractors, consult-
ants, agents and employees of the other for damages cov-
ered by any property insurance during construction as set
forth in the edition of AIA Document A201, General Con-
ditions, current as of the date of this Agreement. The
Owner and the Architect each shall require appropriate
similar waivers from their contractors, consultants and
agents.

ARTICLE 12
SUCCESSORS AND ASSIGNS

12.1 The Owner and the Architect, respectively, bind
themselves, their partners, successors, assigns and legal
representatives to the other party to this Agreement and
to the partners, successors, assigns and legal representa-
tives of such other party with respect to all covenants of
this Agreement. Neither the Owner nor the Architect shall
assign, sublet or transfer any interest in this Agreement
without the written consent of the other.

ARTICLE 13
EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated
agreement between the Owner and the Architect and
supersedes all prior negotiations, representations or agree-
ments, either written or oral. This Agreement may be
amended only by written instrument signed by both
Owner and Architect.
ARTICLE 14

BASIS OF COMPENSATION

The Owner shall compensate the Architect for the Scope of Services provided, in accordance with Article 6, Payments to the Architect, and the other Terms and Conditions of this Agreement, as follows:

14.1 AN INITIAL PAYMENT of none required dollars ($-0-) shall be made upon execution of this Agreement and credited to the Owner's account as follows:

14.2 BASIC COMPENSATION

14.2.1 FOR BASIC SERVICES, as described in Paragraphs 1.1 through 1.5, and any other services included in Article 15 as part of Basic Services, Basic Compensation shall be computed as follows:

(Here insert basis of compensation, including fixed amounts, multiples or percentages, and identify Phases to which particular methods of compensation apply, if necessary.)

Part Two Basic Services:

Compensation shall be a stipulated sum of Two Hundred Two Thousand One Hundred Dollars ($202,100.00)

Part One and Part Three Services are described in 14.4.1.

14.2.2 Where compensation is based on a Stipulated Sum or Percentage of Construction Cost, payments for Basic Services shall be made as provided in Subparagraph 6.1.2, so that Basic Compensation for each Phase shall equal the following percentages of the total Basic Compensation payable:

(Include any additional Phases as appropriate.)

Schematic Design Phase: fifteen percent (15%)
Design Development Phase: twenty percent (20%)
Construction Documents Phase: forty percent (40%)
Bidding or Negotiation Phase: five percent (5%)
Construction Phase: twenty percent (20%)

14.3 FOR PROJECT REPRESENTATION BEYOND BASIC SERVICES, as described in Paragraph 1.6, Compensation shall be computed separately in accordance with Subparagraph 1.6.2.
14.4 COMPENSATION FOR ADDITIONAL SERVICES

14.4.1 FOR ADDITIONAL SERVICES OF THE ARCHITECT, as described in Paragraph 1.7, and any other services included in Article 15 as part of Additional Services, but excluding Additional Services of consultants, Compensation shall be computed as follows:

(Here insert basis of compensation, including rates and/or multiples of Direct Personnel Expense for Principals and employees, and identify Principals and classify employees, if required. Identify specific services to which particular methods of compensation apply, if necessary.)

Part One - Compensation shall be on an hourly rate, based on Architect's current billing rate schedule, with a maximum cost not to exceed Fifteen Thousand Dollars ($15,000.00).

Part Three - Compensation shall be on an hourly rate, based on Architect's current billing rate schedule. Current hourly rates are attached as Exhibit A. Rates are adjusted on January 1 and July 1 of each year.

14.4.2 FOR ADDITIONAL SERVICES OF CONSULTANTS, including additional structural, mechanical and electrical engineering services and those provided under Subparagraph 1.7.21 or identified in Article 15 as part of Additional Services, a multiple of one and one-tenth \((1.10)\) times the amounts billed to the Architect for such services.

(Identify specific types of consultants in Article 15, if required.)

14.5 FOR REIMBURSABLE EXPENSES, as described in Article 5, and any other items included in Article 15 as Reimbursable Expenses, a multiple of one and one-tenth \((1.10)\) times the amounts expended by the Architect, the Architect's employees and consultants in the interest of the Project.

14.6 Payments due the Architect and unpaid under this Agreement shall bear interest from the date payment is due at the rate entered below, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

(Here insert any rate of interest agreed upon.) 1.5% per month after 45 days

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations as the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletion, modification, or other requirements such as written disclosures or waivers.)

14.7 The Owner and the Architect agree in accordance with the Terms and Conditions of this Agreement that:

14.7.1 IF THE SCOPE of the Project or of the Architect's Services is changed materially, the amounts of compensation shall be equitably adjusted.

14.7.2 IF THE SERVICES covered by this Agreement have not been completed within thirty-six \((36)\) months of the date hereof, through no fault of the Architect, the amounts of compensation, rates and multiples set forth herein shall be equitably adjusted.
ARTICLE 15
OTHER CONDITIONS OR SERVICES

15.1 Owner agrees that all Owner/Contractor Agreements and Contract Documents will include the current edition of AIA Document A201, General Conditions of the Contract for Construction.

15.2 In the event that asbestos is encountered in the existing construction work, the Owner agrees to hire a specialist to perform any necessary asbestos abatement work. Owner further agrees to indemnify and hold harmless the Architect from any and all liability relating to said asbestos work including third party claims.

15.3 Architect agrees to carry errors and omissions liability insurance. A copy of the Certificate of Insurance is attached as Exhibit B.

15.4 Architect shall provide Owner with one set of photographic reproducible mylars showing changes in the work made during construction. Owner agrees to pay for the cost of the reproducible mylars and drafting time as a reimbursable expense.

15.5 Architect shall prepare the bidding documents for four prime construction contracts. (General, Plumbing and Piping, Electrical and Sheet Metal)

15.6 Services include Landscape Architect and Civil Engineering consulting services.

15.7 Architectural Services for Part One for programming, agency review and coordination and campus visitations are Additional Services.

15.8 Owner-requested services for Part Three, Furnishings and Equipment (selection, specification, documentation, construction administration) are Additional Services.
This Agreement entered into as of the day and year first written above.

OWNER

Des Moines Area Community College

SIGNED:

PRINTED NAME: Jasper M. Risdal

BY (Title) President of the Board

ARCHITECT

Bussard/Dikis Associates, Ltd.

SIGNED:

PRINTED NAME: H. Kennard Bussard, FAIA

BY (Title) President
# BILLING RATE SCHEDULE
*Effective July 1, 1986*

## PRINCIPAL'S TIME

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## EMPLOYEE'S TIME

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This is Exhibit A to the Owner/Architect Agreement between Des Moines Area Community College and Bussard/Dikis Associates, Ltd. dated December 9, 1986, for the Urban Campus Expansion.
**CERTIFICATE OF INSURANCE**

**PRODUCER**
Frank B. Hall & Co. of Iowa
P.O. Box 2148
Cedar Rapids, IA 52406

**INSURED**
Bussard/Dikis Associates, LTD.
300 Homestead Bldg.
303 Locust Street
Des Moines, IA 50309

**COMPANIES AFFORDING COVERAGE**

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**OVERVIEW**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

**ISSUE GATE (MM/DD/YY)**

12-1-86

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

**COMPANIES AFFORDING COVERAGE**

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**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

Urban Campus Expansion

**CERTIFICATE HOLDER**

Don Zuck
Des Moines Area Community College
2006 Ankeny Blvd
Ankeny, IA 50021

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail to the certificate holder named above a written notice of the cancellation and that such cancellation shall be effective on the date specified in such notice. Failure to mail such notice shall not impose any obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

Mrs. Louise Carter

**POLICY DETAILS**

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<td>$</td>
</tr>
<tr>
<td>NON-OWNED AUTOS</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>GARAGE LIABILITY</td>
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<td></td>
<td></td>
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<tr>
<td>EXCESS LIABILITY</td>
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<td></td>
<td></td>
<td>BODILY INJURY</td>
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<tr>
<td>UMBRELLA FORM</td>
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<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>OTHER THAN UMBRELLA FORM</td>
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<td></td>
<td>$</td>
</tr>
<tr>
<td>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>STATUTORY</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>
| Professional Liability    | PL 616190-01  | 9/1/86                          | 9/1/87                          | $1,000,000.-Agg.
|                           |               |                                 |                                 | $1,000,000.-Agg.

**NOT IN THOUSANDS**

This is Exhibit B to the Owner-Architect Agreement dated Dec. 9, 1986 between BPA and DMACC for the Urban Campus Expansion.
This Agreement and Declaration of Trust is amended and made as of this 25th day of November, 1986, by and between Des Moines Area Community College, hereinafter called "Employer" and the "Trustees".

Article I

PURPOSE

To provide certain benefits for its eligible Employees, the Employer is establishing the DMACC Benefit Plan. For the purpose of holding Plan assets, investing them, and serving as a means of payment of benefits to Employees entitled thereto, as directed by the Employer, the Employer hereby establishes the DMACC Benefit Plan Trust, hereinafter called the "Trust".

Article II

TRUST FUND

Section 1. The Trust Fund. The Trust Fund shall consist of those Employee and Employer Contributions required to be held in trust under the Plan, in cash or in kind, received from the Employer, together with investments and reinvestments and the proceeds thereof, and all earning and profits thereon, less any losses, and less any expenses charged and distributions made pursuant to the terms of the Trust. The Trust Fund shall be disbursed only for payment of claims, cost of aggregate excess loss coverage, cost of specific excess loss coverage, bonding expenses, payment of service fees applicable to Plan design, payment of claims, materials explaining Plan benefits, actuarial assistance, legal assistance, and accounting assistance, and other expenses directly related to the operation of the Plan.
Section 2. **Initial Transfer of Assets.** On or as soon as practicable after the date hereof, the Employer shall transfer to the Trustees all cash or other assets then held by the Employer as Employee and Employer Contributions under the Plan.

Section 3. **Monthly Accrual Rates.** The employer shall establish monthly accrual rates annually for the Plan to cover claims, reserves and expenses. Rates shall be set so that anticipated accrual premiums plus existing reserves will be adequate to fund potential claims liability up to the limit provided by the annual aggregate excess loss coverage. Aggregate excess loss coverage shall be obtained which will limit the total claim liability for each year to not more than one-hundred twenty-five percent (125%) of the level of claims liability as projected by an independent actuary or insurance company. The reserves for incurred but unreported claims will be taken into consideration when accrual rates are established.

Section 4. **Plan Shortfall.** Should a Plan shortfall occur due to excess claims liability, this shortfall will be paid from General Operating Funds of the College. When the Trust Fund is reimbursed for the shortfall either through aggregate excess loss coverage at the end of the Plan year or through additional premium receipts, the General Operating Fund will be reimbursed for the advanced funds.

**Article III**

**TRUSTEES AND ADMINISTRATION**

Section 1. **Appointment of Trustees.** The Employer shall appoint as Trustees two members from the Des Moines Area Community College Board of Directors, three persons who are administrators employed by the Employer, one person representing Des Moines Area Comunity College Higher Education Association (DMACCHEA), one person representing Des Moines Area Community
College Educational Services Association (DMACCESA), and one person representing non-union classified employees of the Employer. The two Trustees who are members of the Board of Directors and the three Trustees who are administrators will serve two-year terms; the terms are to be staggered. The Trustees who represent DMACCHEA and DMACCESA will serve a term of one year. The Trustee representing the non-union classified employees will serve a two-year term.

The Trustees who serve a two-year term shall be divided into two equal groups. As nearly as practicable, an equal number of terms should expire at each annual meeting of the Trustees. The term of office for a Trustee shall expire at the annual meeting of the Trustees or when a successor has been appointed and qualifies. Trustees may succeed themselves.

The Employer shall have the power at any time to appoint an additional Trustee or Trustees and establish the term of office.

The Employer shall designate the chairman who shall act in the execution of any and all documents pertaining to the Trust. When more than two persons have been appointed as Trustees, all acts and decisions shall be by majority vote.

Section 2. Successor Trustees. Any Trustee may be removed by the Employer at any time upon 30 days notice in writing to such Trustee. Any Trustee may resign at any time upon 30 days notice in writing to the Employer. Upon such removal or resignation or upon the death or dissolution of any Trustee, the Employer shall appoint a successor Trustee who shall have the same powers and duties as those conferred upon the replaced Trustee. Pending the appointment of and acceptance of any successor Trustee, the then remaining Trustees hereunder shall have full power to act.
A Trustee which has resigned or been removed shall surrender to the successor Trustee all records, books, policies, documents, money and other properties in its possession which have been held by, or incident, to the fulfillment of this Agreement.

Section 3. Duties of Trustees. The Trustees shall accept and hold the Trust Fund and administer the same in accordance with the provisions of this Trust and the Plan. At no time shall the Trustees have any duty to demand or require that contributions be made to the Trust, nor shall the Trustees be liable to determine the amount of any contributions to be made to the Trust, nor shall the Trustees have any responsibility to determine what persons are entitled to benefits under the Plan or the amount of benefits to be paid to any person under the Plan. At no time shall any part of the Trust Fund be used for or diverted to purposes other than for the exclusive benefit of the Employees and their beneficiaries under the Plan.

Section 4. Administration. The Plan has been established and shall be administered by the Employer, and the Trustees shall not be responsible in any respect for the Plan or its administration. The Employer may delegate any portion or all of its administration duties and responsibilities. If administration is to be performed in whole or in part by a delegate, the Employer shall deliver to the Trustee a copy of the instruments appointing the delegate and evidencing its acceptance of such appointment, and setting forth the delegated duties and responsibilities. The Trustees shall be fully protected in relying upon such instruments until otherwise notified in writing by the Employer. The Trustees shall receive contributions made to the Trust Fund with respect to the Plan, and shall make disbursements upon the written order by the Employer or the delegate. Such orders need not specify the specific application to be made of the monies so ordered provided the Employer shall
certify that such monies are to be used solely for the exclusive benefit of the Employees and their beneficiaries. In the event that all or a portion of the Trust assets are maintained in a checking account established by the Trustees, the Trustees shall authorize the Employer or the delegate to draw checks on the account for the purpose of providing benefits under the Plan, provided the Employer shall certify from time to time, but not less than annually, that all amounts withdrawn are used solely for the exclusive benefit of the Employees and their beneficiaries.

Section 5. **Powers of Trustees.** The Trustees are authorized and empowered, in accordance with directions given by Employer,

(a) To establish a checking account in the name of the Trust and to keep all or a portion of the assets of the Trust in the account, from time to time and in such manner as the Employer shall direct.

(b) To invest the assets of the Trust, and to sell, exchange, assign and reinvest the assets of the Trust, or a portion of them, from time to time and in such manner as the Employer may direct, including investment in such securities or interest-bearing investments as are legal for the Employer.

(c) To exercise any of the powers of an owner with respect to assets held in the Trust and to execute instruments necessary to carry out such powers.

(d) To enforce any right, obligation or claim and to protect in any way the interest of the Trust Fund.

Section 6. **Delegation of Powers.** The Trustees shall have no authority to delegate to any other person or entity any of the following powers or responsibilities granted to the Trustees in this Agreement:

(a) Any discretionary authority or discretionary control respecting management of the Trust or Plan affairs.

(b) Any authority or control respecting management or disposition of Trust or Plan assets.

Nothing contained in this section shall be construed as prohibiting the Trustees from delegating to their agents or employees nondiscretionary administrative responsibilities which are purely ministerial or clerical in nature.
Section 7. Compensation and Expenses. The expenses incurred by the Trustees in the performance of their duties, including fees for legal and accounting services rendered to the Trustees, such compensation to the Trustees as may be agreed upon in writing from time to time between the Employer and the Trustees and all other proper charges by the Trustees shall be paid by the Employer.

Section 8. Indemnification of Trustees. Any action required of the Trustees by the Employer pursuant to any of the provisions of the Plan shall be evidenced in writing. The Employer promises to indemnify the Trustees and each of them by satisfying any liabilities any Trustee may incur in acting upon and in accordance with the terms of this Trust or with any written instructions or direction of the Employer.

Section 9. Accounting. From time to time, but no less than annually within 60 days after the end of the fiscal year, the Trustees shall render an accounting of the transactions involving the Trust to the Employer and the Employer may approve such account by written instrument delivered to the Trustees. If the Employer does not file a written objection to the account within 60 days of its receipt, the Employer shall be deemed to have approved the account and the Trustees shall be released and discharged as to any matters set forth in such account which have been accurately stated. All accounts, books and records related to transactions of the Trustees shall be open to inspection and audit by Employer, its agents and representatives at all reasonable times. The Trustees may assign such duties as needed to perform the accounting functions as deemed necessary.

Section 10. Agreement With Insurer. The Insurers providing coverage under the group insurance policy or policies held by the Employer shall not be deemed a party to this Agreement.
Article IV

USE AND APPLICATION OF TRUST FUNDS

Section 1. Common Funds. Neither the Employer nor any employee of the Employer, nor any Union, nor any other person shall have any right, title or interest in the Funds other than as specifically provided in this Agreement and Declaration of Trust.

Section 2. Dividends and Experience Refunds. Any insurance dividends or experience rating refunds, which may from time to time be received by the Trustees, may be held or used by them for the purposes of the Trust to reduce the cost of the Plan to the Employees or their beneficiaries.

Section 3. Not Liable for Debts of any Participating Party. Neither the Trust nor any contributions to the Funds shall be in any manner liable for or subject to the debts, contracts or liabilities of the Employer, any employee of the Employer, beneficiary, or of any Union which may represent any employees.

Section 4. Shall Not Constitute Wages Due. Contributions to the Fund shall not constitute or be deemed to be wages due any employee with respect to whose work such payments are made, and no employee shall be entitled to receive any part of the contributions made or required to be made to the Trust Funds in lieu of the contemplated benefits to be provided.

Article V

AMENDMENT AND TERMINATION

Section 1. Amendment. The Employer reserves the right to amend this Trust at any time. No such amendment shall increase the duties or responsibilities of any Trustee without his/her consent thereto in writing nor permit any part of the corpus or income of the Trust Fund to be used for or diverted
to purposes other than for the exclusive benefit of Employees and their beneficiaries under the Plan. Any such amendment shall be by written instrument delivered to the Trustees.

Section 2. Termination. The Employer reserves the right to terminate this Trust at any time by written notice thereof delivered to the Trustees. This Trust shall terminate upon the dissolution or liquidation of the Employer unless a successor corporation agrees in writing to assume the obligation of the Plan and this Trust.

In the event of termination of this Trust while the Plan is being continued, the assets of the Trust Fund shall be transferred to the person or institution authorized in writing by the Employer to receive such assets.

In the event of termination of Trust on account of termination of the Plan, the assets of the Trust Fund shall be distributed in accordance with the terms of the Plan.

Article VI
MISCELLANEOUS

Section 1. Limitations on Rights and Remedies. In any action or proceeding involving this Trust or all or a portion of the assets held by the Trustees hereunder, or the administration of this Trust, only the Trustees and the Employer shall be the necessary parties, and unless otherwise ordered by the court entertaining jurisdiction thereover, no other person shall be entitled to any notice or service of process. Any final judgment entered in such action or proceeding shall be conclusive upon all parties.

Section 2. Interests Not Transferable. No participant in the Plan or his/her beneficiaries shall have any interest which is subject to claims of creditors or which may be transferred, encumbered or anticipated.
Section 3. Gender and Number. Where the context requires, words in the masculine gender shall include feminine and neuter genders, the plural shall include the singular, and the singular shall include the plural.

Section 4. Situs of Trust. This Trust is accepted by the Trustees in the State of Iowa and all questions pertaining to its validity, construction and administration shall be determined in accordance with the laws of such State. In the event any provisions of this Agreement or the applicability thereof to any persons or circumstances is held invalid by competent judicial or regulatory authority, it shall not affect the applicability of such a provision to other persons or circumstances; nor shall it affect the validity of the other provisions of this Agreement.

Section 5. Execution. This Trust shall be executed in two or more counterparts, any one of which shall be deemed an original.

Des Moines Area Community College

By

Joseph Borger, President
DMACC

By

Jasper Risdal, President
Board of Directors

Attest:

Helen Minor
Board Secretary

By

Eldon Leonard
Eldon Leonard, Chairperson
TRUSTEE for Self-Funded Benefit Plan

By

Connie L. Allen
Connie L. Allen, Secretary
TRUSTEE for Self-Funded Benefit Plan
December 10, 1986

Mr. Michael Fitzgerald  
Treasurer, State of Iowa  
Capitol Building  
Des Moines, la. 50319

Dear Mr. Fitzgerald:

Enclosed is our revised Resolution Naming Depository Banks (2 copies), for your approval. You will note that the only change is an increase in the amount of maximum balance allowed for American Federal Savings.

Thank you for processing this revision for us.

Yours truly,

Irv Steinberg  
Controller

cc: Helen Minor, Board Secretary  
Don Zuck, Vice President Business Services
RESOLUTION NAMING DEPOSITORIES

A copy of this resolution must be on file with the Treasurer of State. Submit two copies; upon approval, one will be returned. The maximum deposit approved for each institution may not be increased without further approval of the Treasurer of State pursuant to Iowa Code §453.3 (1983), as amended by 1984 Iowa Acts, S.F. 2220, §7.

RESOLVED, that the BOARD OF DIRECTORS of DES MOINES AREA COMMUNITY COLLEGE in POLK, et. al. County, Iowa, approves the following list of financial institutions to be depositories of the COLLEGE funds in conformance with all applicable provisions of Iowa Code Chapters 452 and 453 (1983), as amended by 1984 Iowa Acts, S.F. 2220. The COLLEGE TREASURER is hereby authorized to deposit the COLLEGE funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

<table>
<thead>
<tr>
<th>Depository Name</th>
<th>Location of Home Office</th>
<th>Maximum Balance in effect under prior resolution</th>
<th>Maximum Balance in effect under this resolution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boone State Bank &amp; Trust</td>
<td>Boone, Iowa</td>
<td>$125,000.00</td>
<td>$125,000.00</td>
</tr>
<tr>
<td>Citizens National Bank</td>
<td>Boone, Iowa</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>Ankeny State Bank</td>
<td>Ankeny, Iowa</td>
<td>7,000,000.00</td>
<td>7,000,000.00</td>
</tr>
<tr>
<td>Bankers Trust Co.</td>
<td>Des Moines, Iowa</td>
<td>8,500,000.00</td>
<td>8,500,000.00</td>
</tr>
<tr>
<td>Hawkeye Bank &amp; Trust of DM</td>
<td>Des Moines, Iowa</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Commercial Savings Bank</td>
<td>Carroll, Iowa</td>
<td>100,000.00</td>
<td>100,000.00</td>
</tr>
<tr>
<td>Hawkeye Federal Savings Bank</td>
<td>Boone, Iowa</td>
<td>10,000.00</td>
<td>10,000.00</td>
</tr>
<tr>
<td>First National Bank</td>
<td>Ames, Iowa</td>
<td>10,800,000.00</td>
<td>10,800,000.00</td>
</tr>
<tr>
<td>American Federal Savings &amp; Loan Association of Iowa</td>
<td>Des Moines, Iowa</td>
<td>6,500,000.00</td>
<td>12,000,000.00</td>
</tr>
</tbody>
</table>

CERTIFICATION. I hereby certify that the foregoing is a true and correct copy of a resolution of the DES MOINES AREA COMMUNITY COLLEGE adopted at a meeting of said public body, duly called and held on the 9th day of December 1986, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect.

Dated this 9th day of December 1986.

Helen Minor
(Secretary, clerk, or auditor)

Mailing Address:
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, la. 50021
964-6319
November 26, 1986

TO: Board Secretary

FROM: Irv Steinberg

RE: Financial Report for December, 86 Board Meeting

With the receipt of our 1st Quarter, FY87 State General Aid ($2,050,901) Adult Basic Ed ($27,778), and Salary Adjustment ($44,748) monies during November, our Cash Flow was improved considerably.

Total funds available at month end approximated $7.9 million, or $3.1 million in excess of the $4.8 million borrowed funds.

Additional property taxes received during the month also provided the Plant Sinking Fund sufficient monies required for payment on our Plant Fund 10 year loan due this fiscal year of $867,275. ($196,137 due December 1, 1986 and $671,138 due June 1, 1987). All property taxes received this fiscal year designated as Plant Fund can now be reverted to the Unexpended Plant Fund for various approved budgeted expenditures.

Maximum interest being paid on our primary savings account (at First National Bank) dropped from 5.5% to 5.25% during the month, at which time monies available for investments in excess of 30 days were transferred from savings to CD's paying 5.5%. It appears that interest on investments will continue to remain at this low point for an indefinite period.

With the December board meeting scheduled early, the recap of expenses and revenue by fund and related graphs are not available at this time, but will be distributed later.

Approved

Ron Jack

11/24/86
CASHPOS
DISK #1

DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT
NOVEMBER 30, 1986

COMBINED PLANT VOTED TAX DMACC HF 623
FUNDS FUND SINKING TRUST JOB TNT
(Funds 1,2,3, (Fund 7) (Fund 7) (Fund 4) (Fund 2)
4,5, & 6)

CASH IN BANK:

Balance Forward Nov 1, 86 ($23,679) $66,649
PLUS: Nov Receipts 3,589,977 88,509
LESS: Nov Disbursements 3,571,655 100,208

Cash Balance Nov 30, 86 ($5,357) $54,950

INVESTMENTS:

Savings Accounts:
Ankeny State Bank $2,737 $41,555 $14,792
First Natl Bank/Ames 286,838 369,282 197,275 826,780
American Fed S & L 2,500
Hawkeye Fed/Boone Athl 15,392

Certificates of Deposit:
Gen Fd at Amer Fed 4,600,000 2,000,000
Gen Fd at 1st Natl Bk 3,050,000
HF623 at 1st Natl Bk 2,000,000
HF623 at Amer Fed 2,000,000
Early Retirement ASB 86,063
Early Retirement FNB 19,360
Alumni at ASB 17,050
DMACC Trust at Amer Fed 100,000
Sinking Fd at Amer Fed 670,000
Unexp Plt at 1st Natl Bk 1,500,000
Unexp Plt at Amer Fed S&L 2,600,000

Total Cash/investments $8,072,083 $4,471,782 $867,275 $196,505 $4,841,572

FOOTNOTES:
1. HF623 account balance includes the following:
   43,037 Firestone
   14,046 Equitable Life
   228,420 Greyhound
   28,393 Distinctive Pkg
   7,231 B. W. Johnson
   24,978 Mid Central Plas.
   168,449 Commtron
   337,107 Armstrong Rubber
   54,848 Arrow Signs Inc
   6,321 Emco Industries
   53,046 Sernett's Inc
   490,054 Garst Seed Co.
   14,775 Green-Land Inc.
   93,494 Midland Intl. Tile
   7,301 Farner-Bocken Co.
   337,107 Armstrong Rubber
   54,848 Arrow Signs Inc
   6,321 Emco Industries
   53,046 Sernett's Inc
   490,054 Garst Seed Co.
   14,775 Green-Land Inc.
   93,494 Midland Intl. Tile
   7,301 Farner-Bocken Co.
   337,107 Armstrong Rubber
   54,848 Arrow Signs Inc
   6,321 Emco Industries
   53,046 Sernett's Inc
   490,054 Garst Seed Co.
   14,775 Green-Land Inc.
   93,494 Midland Intl. Tile
   7,301 Farner-Bocken Co.
   337,107 Armstrong Rubber
   54,848 Arrow Signs Inc
   6,321 Emco Industries

2. Plant Fund investments include $6,000,000 recd. 8-12-85 for 10 yr. Plant Fund Levy loan.
3. Combined Funds investments include $4,800,000 recd. 7-2-86 for FY87 Anticipatory Warrant.
4. Combined Funds Account includes Funds 1 thru 6 except for Fund 4 Trust Acct. & Fund 2 HF623 Acct. which are maintained in separate bank accounts.
5. Deficit cash balance for combined funds is offset at bank by outstanding checks.
## SUMMARY BY FUND (ALL FUNDS)

**November 30, 1986**

### EXPENDITURES:

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>FUND NO.</th>
<th>EXPENSES:</th>
<th>BOARD NO.</th>
<th>WORKING BUDGET</th>
<th>AMOUNT EXPENDED/ RECEIVED</th>
<th>AMOUNT ENCUMBERED BALANCE</th>
<th>WORKING BUDGET</th>
</tr>
</thead>
<tbody>
<tr>
<td>GEN FUND CURRENT</td>
<td>1</td>
<td>$20,509,838</td>
<td>$20,851,674</td>
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<td>$6,420,179</td>
<td>$6,077,630</td>
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<td>RESTRICTED CURR</td>
<td>2</td>
<td>9,277,888</td>
<td>10,337,828</td>
<td>1,562,858</td>
<td>295,348</td>
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<td>AUXILLIARY</td>
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<td>3,552,044</td>
<td>3,769,888</td>
<td>1,858,525</td>
<td>556,841</td>
<td>1,354,522</td>
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<td>AGENCY</td>
<td>4</td>
<td>1,770,130</td>
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<td>16,000</td>
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<td>PLANT</td>
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<td>7,306,641</td>
<td>7,323,602</td>
<td>1,839,858</td>
<td>559,337</td>
<td>4,924,407</td>
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<td><strong>TOTAL</strong></td>
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<td>$46,765,571</td>
<td>$15,224,639</td>
<td>$7,841,367</td>
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### REVENUE:

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>FUND NO.</th>
<th>EXPENSES:</th>
<th>BOARD NO.</th>
<th>WORKING BUDGET</th>
<th>AMOUNT EXPENDED/ RECEIVED</th>
<th>AMOUNT ENCUMBERED BALANCE</th>
<th>WORKING BUDGET</th>
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<tbody>
<tr>
<td>GEN FUND CURRENT</td>
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<td>$20,509,838</td>
<td>$20,716,338</td>
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<tr>
<td>RESTRICTED CURR</td>
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<td>4,198,998</td>
<td>6,138,830</td>
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<td>AUXILLIARY</td>
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<td>3,752,630</td>
<td>1,647,598</td>
<td>2,105,032</td>
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<td>AGENCY</td>
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<td>1,866,966</td>
<td>758,206</td>
<td>1,108,760</td>
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<tr>
<td>SCHOLARSHIP</td>
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<td>1,579,999</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td>$41,158,120</td>
<td>$42,487,713</td>
<td>$19,275,392</td>
<td>$23,212,321</td>
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</table>
DMACC BUDGET STATUS NOVEMBER 30, 1986
(FUNDS 1 & 2)
DMACC BUDGET STATUS NOVEMBER 30, 1986
(FUNDS 3, 4, 5, 6, 7)