Follow this and additional works at: https://openspace.dmacc.edu/boardminutes
Aug. 16, 1982

To

Dec. 13, 1982
AGENDA

1. Call to Order - 5:30 p.m.

2. Roll Call.

3. Consideration of tentative agenda.

4. Public Comments.

5. Consideration of minutes of November 8, 1982, regular meeting.


7. Consideration of appointments to DMACC Foundation Board of Directors.


9. Consideration of offer to purchase property at 901 S.E. Trilein, Ankeny, Iowa.

10. Consideration of final acceptance of re-roofing contract for Boone Campus academic building.

11. Consideration of specifications for Building 16 remodeling project.

12. Consideration of specifications for Building 17 remodeling project.

13. Consideration of lease renewal for Bricklaying facility located at 1439 S.E. Cortina, Ankeny, Iowa.


15. Consideration of payables.

16. Future Agenda Items:
   B. Consideration of tuition schedule.
   C. Consideration of Board Policy Revisions.
   D. Final report on Data Systems Audit.
   E. Report on telephone system.


18. Adjournment.
The regular meeting of the Des Moines Area Community College Board of Directors was held in Room 122 of the Urban Campus, 1100 7th Street, Des Moines, Iowa, on December 13, 1982. Board President Eldon Leonard called the meeting to order at 5:30 p.m.

Members Present:
- DeVere Bendixen
- Eldon Leonard
- Jasper Risdal
- Donald Rowen
- Raymond Clark (arrived at 5:35 p.m.)
- Theodore Nemmers
- Herbert Ritland
- Douglas Shull

Members Absent:
- Georganne Garst

Others Present:
- Joseph A. Borgen, President
- Eugene R. Snyders, Board Secretary
- Frederick Holmes, Executive Director of IACCT
- Larry Carter, President of Des Moines Chapter, NAACP

A motion to approve the tentative agenda as presented with the addition of two information items from Dr. Borgen (report of the High Tech Task Force and discussion of the January Board retreat) was made by D. Rowen, seconded by D. Shull.

Motion passed unanimously.

Dr. Borgen introduced the Board to Dr. Frederick Holmes, recently named Executive Director of the Iowa Association of Community College Trustees.

Larry Carter, NAACP Chapter President in Des Moines, expressed appreciation for the location and quality programming of the Urban Campus and encouraged the College to examine various areas of concern.

Director Raymond Clark arrived at 5:35 p.m.

R. Clark made a motion, T. Nemmers seconded, that the Board approve the minutes of the November 8, 1982, regular meeting.

Motion passed unanimously.
A motion to approve the following personnel items was made by D. Shull, seconded by H. Ritland:

**Leave Without Pay**
Riesenberg, Mary Ann, Instructor-Nursing, Health Services & Sciences. 66 days from November 17, 1982 to March 4, 1983. Extended sick leave.

Schulte, Debra, Instructor-Nursing, Carroll Campus. 15 days from January 10, 1983 to April 25, 1983. Professional improvement.


**Resignations**

Motion passed unanimously.

It was moved by D. Bendixen, seconded by T. Nemmers, that the Board approve the appointment of Rex Devine, Eldon Leonard, George Whitmer, George Wilson, Jr., and Max Kreager to the Des Moines Area Community College Foundation Board of Directors.

Motion passed unanimously.

A motion was made by R. Clark, seconded by D. Bendixen, to approve the revision to the Ankeny Campus Student Government Association budget for 1982-83 as detailed in Attachment #1 to these minutes.

Motion passed unanimously.

It was moved by H. Ritland, seconded by R. Clark, that the Board reject the offer to purchase property at 901 S.E. Trilein, Ankeny, Iowa, received by the College on November 24, 1982, from Gary F. Nicols.

Motion passed unanimously.

D. Rowen made a motion that was seconded by D. Bendixen to approve acceptance of the offer to purchase property at 901 S.E. Trilein, Ankeny, Iowa, in the amount of $88,000 less points totaling $3,037.00 giving a net amount of $84,963.00 which was received by the College on December 1, 1982, from Gary F. Nicols and that the Board President and Secretary be authorized to sign the Warranty Deed.

Motion passed unanimously.
D. Shull made a motion, J. Risdal seconded, that the Board approve acceptance of contract completion identified as Re-roofing Boone Campus Academic Building, Tri-Star Company. Final payment of $2,560.00 is to be made thirty days following the date of this Board meeting.

Motion passed unanimously.

It was moved by D. Shull, seconded by D. Rowen, that the Board approve the remodeling project of Building 16, Ankeny Campus, for use by the Commercial Art program at a cost of $51,000. Project specifications are included with these minutes as Attachment #2.

Motion passed unanimously.

R. Clark made a motion, J. Risdal seconded, that the remodeling of Building 17, Ankeny Campus, for use by the High Tech Electronic program, at a cost of $21,000 be approved by the Board. Project specifications are Attachment #3 to these minutes.

Motion passed unanimously.

A motion to approve the lease with Clapper and Lundstrom for the facility at 1439 S.E. Cortina, Ankeny, Iowa, which houses the Bricklaying program for the period December 31, 1982, through June 15, 1983, was made by D. Bendixen, seconded by R. Clark. A copy of the lease agreement is Attachment #4 to these minutes.

Motion passed on a roll call vote. There were two dissenting votes.

The Financial Report as detailed in Attachment #5 to these minutes was presented by Controller, Irv Steinberg.

It was moved by T. Nemmers, seconded by J. Risdal, that the Board approve the payables as included in Attachment #6 to these minutes.

Motion passed unanimously.

R. Clark made a motion, D. Shull seconded, that the Board hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in section 20.17(3) of the Iowa Code.

Motion passed unanimously on a roll call vote and at 6:20 p.m. the Board convened in closed session.
The Board reconvened in open session at 6:28 p.m.

A motion for adjournment was made by T. Nemmers, seconded by D. Shull.

Motion passed unanimously and at 6:30 p.m. Board President Leonard adjourned the meeting.

ELDON LEONARD, President

EUGENE R. SNYDERS, Secretary
TO: Board of Directors  
FROM: Ron Vahey, Vice President of Monetary Affairs  
Student Government Association  
DATE: November 29, 1982  

The Student Activities unbudgeted balance forward from fiscal year 1981-82 was $31,401.78. Several factors such as investments coming due, an increase in enrollment, and interest income contributed to this amount.

The Monetary Affairs Committee with Student Government approval has designated that the 1981-82 unbudgeted income be added to the 1982-83 budget in the following areas:

<table>
<thead>
<tr>
<th>ACCOUNT AREA</th>
<th>FY82-83 BUDGET</th>
<th>BUDGET REVISION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONCERT</td>
<td>$10,000.00</td>
<td>$18,000.00</td>
</tr>
<tr>
<td>(68,000 was allotted for a mini/major concert in the spring. The Student Life Committee is conducting a survey of the student body to find out which bands they would go to see. After further research into costs, the committee plans to sponsor a concert that is between the major concerts of Iowa State/Civic Center and the mini-concerts held on campus now.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>LOBBYING</td>
<td>$200.00</td>
<td>$700.00</td>
</tr>
<tr>
<td>(The extra $500.00 is to be used for materials/supplies, mileage, and other expenses.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STUDENT BODY PROJECTS</td>
<td>$0.00</td>
<td>$19,070.00</td>
</tr>
<tr>
<td>(This includes:)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Repair of couch in bldg. 9 student lounge</td>
<td>$65.00</td>
<td></td>
</tr>
<tr>
<td>SGA Banner</td>
<td>336.00</td>
<td></td>
</tr>
<tr>
<td>SGA T-Shirts</td>
<td>540.00</td>
<td></td>
</tr>
<tr>
<td>SGA Brochures</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Billboard (total of 3)</td>
<td>1,600.00</td>
<td></td>
</tr>
<tr>
<td>SGA Aprons</td>
<td>125.00</td>
<td></td>
</tr>
<tr>
<td>Sign at entrance to publicize events</td>
<td>1,500.00</td>
<td></td>
</tr>
<tr>
<td>Popcorn popper</td>
<td>500.00</td>
<td></td>
</tr>
<tr>
<td>Television (East Campus)</td>
<td>750.00</td>
<td></td>
</tr>
<tr>
<td>Stage lighting in gym</td>
<td>2,486.00</td>
<td></td>
</tr>
<tr>
<td>Study area furniture on East Campus</td>
<td>2,500.00</td>
<td></td>
</tr>
<tr>
<td>Piano</td>
<td>3,803.00</td>
<td></td>
</tr>
</tbody>
</table>

"An Equal Opportunity Employer"
$ 2,250.00
$ 540.00
$ 1,575.00

$ 1,500.00
$ 1,800.00

$ 3,000.00
$ 3,185.00

$ 1,800.00
$ 2,500.00

$10,180.00
$11,026.78
ATTACHMENT #3
Regular Meeting
December 13, 1982

PROPOSED REMODELING
BUILDING NO. 17
Agreement to Lease

Theodore L. Clapper, Jr.
John E. Lundstrom, lessee, in consideration of agreements on part of Des Moines Area Community College, lessee, herein contained, hereby leases to lessee from the 31st day of December, 1982, to the 15th day of June, 1983, the following premises in Ankeny, Polk county, state of Iowa, to wit:

Locally known as: 1439 S.E. Cortina
Ankeny, Iowa 50021

And the lessee in consideration of said leasing agrees as follows:

To pay lessor rent for said term as follows: $1100.00 dollars on the 15th day of January, 1983, and $1100.00 dollars on the 15th day of each month.

A. Agreements of Lessee

Lessee, in consideration of said leasing areas:
1. To pay as rent for premises the sum of $1100.00 dollars per month, payable on the 15th day of each month during the term of this lease.
2. To pay all charges for gas, electric, water & any other utilities furnished or supplied to or on the leased premises.
3. To use and occupy the premises for college classroom and/or related purposes only, and for no other object or purpose without written consent of lessor, and to not use premises for any unlawful purpose without written consent of lessor, and to not use premises for any unlawful purpose or purpose deemed extra hazardous.
4. To keep the premises in as good repair as the same shall be at the commencement of the term, wear and tear arising from the reasonable use of the same and damages by the elements excepted.
5. To permit lessor and his agents to enter on the premises or any part thereof, at all reasonable hours, for purpose of examining or exhibiting same or making such repairs or alterations as may be necessary for safety or preservation thereof.
6. Not to assign this lease nor sublet the premises or any portion thereof without written consent of lessor.
7. At expiration of this lease, to give peaceable possession of premises to lessor, in as good condition as they now are, the usual wear, inevitable accidents, and loss by fire or other casualties excepted.
8. To observe and comply with all rules, regulations and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, state or federal authorities having jurisdiction over the premises.
9. The Tenant, upon the payment of the rent herein reserved and upon the performance of all the terms of this lease, shall at all times during the lease term and during any extension or renewal term peaceably and quietly enjoy the leased property without any disturbance from the Landlord or from any other person claiming through the Landlord.

B. Agreements of Lessor

Lessor, in consideration of the agreements of lessee set forth above, agrees as follows:

1. To keep leased building in good repair.

2. Lessee may make such alterations, additions, or improvements in such parts of building as he deems necessary for his purposes, provided, however, written consent of lessor is first obtained.

3. In event that at any time during the term of this lease, the premises becomes untenanted for any reason, lessee shall have the right to terminate this lease on the giving of at least 15 days written notice to lessor.

4. All fixtures erected in or attached to premises by lessee may be removed by lessee at the termination of this lease, provided (a) that such removal shall not permanently injure the building, and (b) that removal shall be made before the expiration of this lease or any extension thereof.

5. Lessor to provide snow removal without additional cost.

C. Mutual Agreements of Lessor and Lessee

1. Each party hereby releases the other from liability due to damage to property of each party and loss of rental values resulting from fire or other risks normally insured against. Such release extends to all insured risks regardless of negligence on the part of one of the parties, its agents, or employees.

2. If during the term of this lease the premises shall be destroyed by fire, the elements, or any other cause, this lease shall cease and become null and void from date of such damage or destruction and lessee shall immediately surrender premises to lessor and shall pay rent only to time of such surrender. If premises shall be damaged by fire or other cause so as to be capable of being repaired within a reasonable time as agreed by both parties, lessor shall have the option to repair the same and during time that repairs are being made lessor shall remit to lessee a just and fair portion of rent according to nature of damage sustained and according to the extent that lessee is deprived of use of premises.

3. This lease shall be deemed renewed and extended for the further term of one year from expiration of term hereby granted, unless either lessor or lessee, at least one month prior to termination thereof, shall give written notice to the other of an intention to take possession of, or to surrender, as the case may be, the premises on date fixed herein for the expiration of term. The rent during such extended term shall be at same rate as rate provided for herein, and extension shall be on the terms, conditions and agreements obtained in this lease, including this clause.

4. If lessee shall hold over, after expiration of the term hereby created, with consent of lessor, it shall be deemed a renewal of this lease, and of all the conditions and agreements therein contained for term of one year and so on from year to year until lease is terminated by either party giving to the other not less than 30 days notice of termination prior to end of any term.
5. All agreements to lease signed by Des Moines Area Community College are subject to approval by the State Board of Public Instruction.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

LESSEE:
Des Moines Area Community College
2006 S. Ankeny Boulevard
Ankeny, Iowa 50021

By
President, Board of Directors

LESSEOR:

By
President, Board of Directors

SECRETARY:
Secretary, Board of Directors

STATE OF IOWA }  SS.
Pottawattamie County

BE IT REMEMBERED, That on this 20th day of December, A.D., 1982 before me, the undersigned, a Notary public in and for Pottawattamie County, Iowa personally appeared John E. Lindstrom and Theodore J. Clapper Jr. each to me personally known to be the identical persons whose names are subscribed to the foregoing instrument, and each severally acknowledged the execution of the same to be a voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.

Commission expires Sept. 30, 1984
Notary Public in and for Pottawattamie County, Iowa

LS-1
Revised 12/1/78
STATE OF IOWA  

Polk County) SS.

BE IT REMEMBERED, That on this 13th day of December A.D., 1982 before me, the undersigned, a Notary Public in and for Polk County, Iowa personally appeared Eldon Leonard and Eugene R. Snyders, each being to me personally known, who being by me duly sworn did on oath, depose and say that they are the President and Secretary, respectively, of the Board of Directors, Des Moines Area Community College. That the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed by authority of the Board of Directors of said corporation, and the said Eldon Leonard and Eugene R. Snyders acknowledged the execution thereof to be voluntary act and deed of the said corporation by it voluntarily executed.

Commission expires October 1, 1985

Notary Public in and for Polk County, Iowa
December 8, 1982

TO: Board Secretary

FROM: Irv Steinberg


For a second consecutive month sufficient monies were available to cover expenditures without the use of borrowed funds. This situation changed with the issuance of the December 3rd payroll, which required in excess of $300,000 of borrowed funds.

In regard to our use of borrowed funds, necessitated by late State General Aid payments, the following denotes resulting expense to the college.

<table>
<thead>
<tr>
<th>Type of Borrowed Funds</th>
<th>FISCAL YEAR</th>
<th>(1) Actual Interest</th>
<th>Actual Interest Expense</th>
<th>(2) Actual Interest Income</th>
<th>Estimated Additional Interest Income Possible If State Aid Was Received 1st of Quarter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stamped Warrants</td>
<td>FY 81</td>
<td>$16,425</td>
<td>$45,068</td>
<td>$104,932</td>
<td></td>
</tr>
<tr>
<td>Anticipatory Warrant</td>
<td>FY 82</td>
<td>101,383</td>
<td>219,240</td>
<td>32,143</td>
<td></td>
</tr>
<tr>
<td>Anticipatory Warrant</td>
<td>FY 83</td>
<td>343,252</td>
<td>344,000</td>
<td>150,000 (Est.)</td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td></td>
<td>$461,060</td>
<td>$608,308</td>
<td>$287,075</td>
<td></td>
</tr>
</tbody>
</table>

Column 3 estimates are based on actual amount of interest earned in FY 80 (last fiscal year in which General Aid payments were made at first of quarter) approximating $150,000 and considering interest earned on Anticipatory Warrant monies as amounts that offset interest expense for those funds.

Several General Fund expense budgets were reduced during November as a result of a review to determine various accounts that were budgeted for amounts in excess of minimum requirements, so that the amount of expenses exceeding revenue, as reflected in the November working budget is $161,626 as compared to $275,300 shown in previous month.
It was necessary to borrow $25,000 for the Plant Fund during November from Bankers Trust against a CD which will mature December 15, 1982, to provide funds required for November expenses which were in excess of previous projections, and to avoid paying a penalty for early withdrawal of a CD. Authorization for this type loan was previously Board approved March, 1982.

The working budget for the Restricted Current Fund (Fund 2) increased $62,645 reflecting new funded programs added during November. As noted in previous months, primarily due to these type budget additions, it will be necessary to amend our published budget prior to the end of this fiscal year; however, a more accurate amendment amount will be known later in the year.
### BUDGET REPORT
#### SUMMARY BY FUND (ALL FUNDS)

November 30, 1982

<table>
<thead>
<tr>
<th>FUND NAME</th>
<th>FUND NO.</th>
<th>Board Approved 7-1-82</th>
<th>11-30-82 Working Budget</th>
<th>Amount Expended or Received</th>
<th>Amount Encumb.</th>
<th>Working Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EXPENDITURES:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General Fund Current</td>
<td>1</td>
<td>17,432,782(E)</td>
<td>17,699,030(E)</td>
<td>6,130,257</td>
<td>272,142</td>
<td>11,296,631</td>
</tr>
<tr>
<td>Restricted Current</td>
<td>2</td>
<td>979,016(F)</td>
<td>1,584,583(F)</td>
<td>379,168</td>
<td>2,084</td>
<td>1,203,331</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>3</td>
<td>1,773,118</td>
<td>1,762,189</td>
<td>910,901</td>
<td>42,742</td>
<td>808,546</td>
</tr>
<tr>
<td>Agency</td>
<td>4</td>
<td>328,722</td>
<td>459,422</td>
<td>324,997</td>
<td>3,000</td>
<td>131,425</td>
</tr>
<tr>
<td>Scholarship</td>
<td>5</td>
<td>1,097,696</td>
<td>1,097,696</td>
<td>797 (A)</td>
<td></td>
<td>1,096,899</td>
</tr>
<tr>
<td>Loan</td>
<td>6</td>
<td>15,500</td>
<td>15,500</td>
<td>33,692 (B)</td>
<td></td>
<td>(18,192)</td>
</tr>
<tr>
<td>Plant</td>
<td>8</td>
<td>2,938,125</td>
<td>2,938,125</td>
<td>792,113</td>
<td></td>
<td>2,146,012</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>24,564,959</td>
<td>25,556,545</td>
<td>8,571,925</td>
<td>319,968</td>
<td>16,664,652</td>
</tr>
<tr>
<td><strong>REVENUE:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cash Reserve</td>
<td>1</td>
<td>368,754</td>
<td>368,754</td>
<td>191,746</td>
<td></td>
<td>177,008</td>
</tr>
<tr>
<td>General Fund Current</td>
<td>1</td>
<td>17,526,769</td>
<td>17,655,799</td>
<td>6,270,935</td>
<td></td>
<td>11,384,864</td>
</tr>
<tr>
<td>Restricted Current</td>
<td>2</td>
<td>878,197</td>
<td>1,466,188(D)</td>
<td>145,196</td>
<td></td>
<td>1,320,992</td>
</tr>
<tr>
<td>Auxiliary</td>
<td>3</td>
<td>1,876,845</td>
<td>1,886,345</td>
<td>902,534</td>
<td></td>
<td>983,811</td>
</tr>
<tr>
<td>Agency</td>
<td>4</td>
<td>316,100</td>
<td>446,800</td>
<td>359,887</td>
<td></td>
<td>86,913</td>
</tr>
<tr>
<td>Scholarship</td>
<td>5</td>
<td>1,097,696</td>
<td>1,097,696</td>
<td>197,300</td>
<td></td>
<td>900,396</td>
</tr>
<tr>
<td>Loan</td>
<td>6</td>
<td>144,316</td>
<td>144,316</td>
<td>76,085</td>
<td></td>
<td>68,231</td>
</tr>
<tr>
<td>Plant</td>
<td>8</td>
<td>2,396,620</td>
<td>2,354,394</td>
<td>1,125,680</td>
<td></td>
<td>1,228,714</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td>24,605,297</td>
<td>25,420,292</td>
<td>9,269,363</td>
<td></td>
<td>16,150,929</td>
</tr>
</tbody>
</table>

Footnotes:

(A) Expenditures in Scholarship Fund are charged to Financial Aids Accounts Receivable initially and closed out against Scholarship Fund Expense Accounts at year end as required by our system.

(B) Loans made to students are shown as an expense to Loan Fund when issued, and closed out to Loan's Receivable Account at year end. This procedure is necessary to provide data for FISCOP Report submitted to Office of Education.

(C) Plant Fund Expenditure Budget includes payments on Loan which are due 12-31-82 and 6-30-83.

(D) Fund "2" Working Budget Revenue less than expenditures by $118,395, representing estimated non-funded CDC expenses.

(E) General Fund Working Expense Budget exceeds 7-1-82 Board approved budget primarily due to increase for interest expense on Anticipatory Warrant.

(F) Restricted Current Fund Working Expense Budget exceeds 7-1-82 Board approved budget by amount of special funded projects or programs added during the year.
**CASH POSITION REPORT**

November 30, 1982

<table>
<thead>
<tr>
<th>GENERAL, AUXILIARY, AGENCY, SCHOLARSHIP, AND LOAN FUNDS</th>
<th>PLANT TAX SINKING FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Ankeny State</td>
</tr>
</tbody>
</table>

**CASH IN BANK:**

- Balance Forward Nov. 1, 1982: $ (92,442)  
- Plus November Receipts: 3,253,299
- Less November Disbursements: 3,191,061
- Cash Balance November 30, 1982: $ (30,204)

**INVESTMENTS**

- Savings Account: $ 527
- **CD's**
  - Various Rates and Due Dates:
    - General Fund at Bankers Trust: 1,460,000
    - General Fund at Ankeny State: 2,855,000
    - Voted Tax/Sinking Fund: $ 3,289
    - Plant Fund at Bankers Trust: 1,175,000
    - 8% due 6-3-83 (Arch. Drft. Club): 3,000
    - 13.04% due 1-14-83 (Loan Fund): 25,000
    - 8% due 2-1-83 (Telecom. Club): 3,000
    - 3.23% due 1-10-83 (Alumni): 10,000
- Total Investments: 4,356,000

**TOTAL CASH & INVESTMENTS**

- General: $4,325,796
- Plant: $1,178,464
- Tax: $1,068,127

**Footnotes:**

1. General fund must redeem anticipatory warrant plus interest expense for a total of $4,003,252 to be paid to Bankers Trust on 6-30-83.

2. Voted Tax/Sinking Fund must pay an interim interest expense of $153,600 on December 31, 1982 and interest plus principal totalling $1,653,600 on June 30, 1983 to Bankers Trust against our three year Plant Fund Loan.

3. Deficit Cash Balance shown at Ankeny State Bank is offset by outstanding checks.

4. Plant Fund November receipts include $25,000 borrowed from Bankers Trust against a CD which matures December 15, 1982, to avoid penalty for early withdrawal.