

Des Moines Area Community College

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Board of Directors Meeting Minutes

12-15-1980

Board of Directors Meeting Minutes (December 15, 1980)

DMACC

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Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50021 *N*

REGULAR MEETING

15 DECEMBER 1980

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus in Building 2, Room 15, on 8 December 1980. The meeting was called to order by Board President Eldon Leonard at 5:30 p.m.

8 DECEMBER 1980
MEETING CANCELLED

It was acknowledged that the regular Board meeting scheduled for 8 December 1980, in Carroll, Iowa, had to be cancelled due to inclement weather.

ROLL CALL

Members Present:

Murray Goodman Herbert Ritland Don Rowen (5:43)
Eldon Leonard Walter A. Stover, Jr.
Theodore Nemmers Ray Clark (5:34)

Members Absent:

Georganne Garst Jasper Risdal

Others Present:

Paul Lowery, Superintendent Various other DMACC staff
Charles Wright, Board Secretary and interested residents

APPROVAL OF
TENTATIVE AGENDA

It was moved by T. Nemmers, seconded by W. Stover that items concerning the energy conservation project (items f, g, and h) be considered before the dinner break and that the remainder of the agenda be approved as presented.

The motion was passed unanimously.

PUBLIC COMMENTS

Matt Elmore, Vice President for the DMACC Student Government Association addressed the Board regarding school closings for inclement weather.

David Palmer, President, DMACC-HEA addressed the Board regarding the current budgetary concerns. A copy of the "Comparisons on Average Salaries" he presented is attached (Attachment #1) hereto and made a part of these minutes.

DIRECTORS CLARK
AND ROWEN ARRIVE

Director Clark arrived at 5:34 p.m. and Director Rowen arrived at 5:43 p.m.

APPROVAL OF MINUTES

It was moved by T. Nemmers, seconded by D. Rowen, that the minutes of the regular meeting of 10 November and the special meeting of 24 November be approved.

The motion was passed unanimously.

MONTHLY FINANCIAL REPORT

The monthly financial report was presented by Gene Snyders, Vice-President, Business Management. A copy of the report is attached (Attachment #2) hereto and made a part of these minutes.

LETTER FROM DR. BOTTOMS, AVA

The Board acknowledged receipt of a letter from Dr. Gene Bottoms, Executive Director of the American Vocational Association, expressing his pleasure with his recent visit to DMACC.

PERSONNEL

It was moved by W. Stover, seconded by M. Goodman, that leaves of absence without pay, new personnel, extensions of contracts, and resignations be approved/accepted, as follows:

Leave of Absence Without Pay

Louise G. Miller, Instructor, Learning Centers
3 Days, September 24-26, 1980

New Personnel

James V. Frazee, Admissions Counselor, Enrollment Services
Lane 225, Level 7.0, Salary \$20,263.00 annual, 12 months
Effective November 17, 1980

Ralph R. Richardson, Instructor, Industry & Technology
Lane 180, Level 7.0, Salary \$19,195.00 annual, 12 months
Effective December 1, 1980

Extensions of Contracts, CETA

Kenneth J. Collier, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Mary Ann Harpel, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Edward J. Keninger, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Janet R. Klinker, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

George H. Nichols, Jr., Coordinator, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Charles J. Pardekooper, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Madge C. Versteegh, Instructor, CETA Class-Size Programs
Effective from December 1, 1980 to December 31, 1980

Resignations

Tommy G. Clarkson, Director, College Relations
Effective December 1, 1980

The motion was passed unanimously.

LIST PRICE FOR
1114 S.E. RIO
ESTABLISHED

It was moved by W. Stover, seconded by T. Nemmers,
that the student constructed house at 1114 S.E. Rio
be listed for sale at \$85,000.

The motion was passed unanimously.

ICASB BUDGET
APPROVED, 1981-82

It was moved by D. Rowen, seconded by R. Clark, that
the budget of the Iowa Council of Area School Boards
be approved and that the Board authorize the payment of
\$15,224 dues for the 1981-82 school year, said payment
to be made on or about 1 July 1981.

The motion was passed unanimously.

ENERGY CONSERVATION
PROJECT PLANS,
SPECIFICATION, FORM
OF CONTRACT APPROVED
PUBLIC HEARING SET

A resolution approving the plans, specifications, and
form of contract for the energy conservation project
and establishing a public hearing on 9 February 1980,
at the Ankeny Campus, Building 2, Room 15, at 5:30 p.m.
for the project, was introduced by R. Clark and seconded
by T. Nemmers.

The resolution was unanimously adopted on a roll call
vote. A copy of the resolution is attached (Attachment #3)
hereto and made a part of these minutes. A copy of the
plans, specifications, and form of contract is attached
(Attachment #4) hereto and made a part of these minutes.

ENERGY CONSERVATION
PROJECT, RECEIPT OF
CONTRACTS

A resolution establishing 3 February 1981, 2:00 p.m.,
Building 2, Room 15, Ankeny Campus as the date, time,
and place for receipt of bids for the energy conser-
vation project was introduced by T. Nemmers and seconded
by W. Stover.

The resolution was unanimously adopted on a roll call
vote. A copy of the resolution is attached (Attachment
#5) hereto and made a part of these minutes.

COLLEGE OBJECTIVES
FY'82 APPROVED

It was moved by D. Rowen, seconded by M. Goodman, that
the College Objectives for FY'82 be approved.

The motion was passed unanimously. A copy of the College
Objectives, FY'82, is attached (Attachment #6) hereto
and made a part of these minutes.

DINNER RECESS

A recess for dinner was declared by Board President Leonard at 6:30 p.m. The meeting was reconvened at 7:07 p.m.

LOTS PURCHASED IN
CARROLL, IA FOR
BUILDING TRADES

It was moved by D. Rowen, seconded by R. Clark, that three lots in Carroll, Ia., be purchased from Halbur Realty of Carroll, Iowa at a price of \$16,530 each to accommodate student-constructed houses.

The motion was passed unanimously. A copy of the contract is attached (Attachment #7) hereto and made a part of these minutes.

IASB DIRECTOR
BALLOT CAST

It was moved by R. Clark, seconded by T. Nemmers, that the Board cast its ballot for Nels Turnquist in the election of a director to the Iowa Association of School Boards for a three-year term.

ALTERNATIVE TO
COMMUNITY COLLEGE
INSURANCE TRUST
TO BE SOUGHT

It was moved by D. Rowen, seconded by W. Stover, that the superintendent be authorized to investigate alternatives to the Community College Insurance Trust and that if substantial savings could be realized by an alternative that the superintendent prepare a recommendation regarding the alternative for the Board's consideration.

The motion was passed unanimously.

AD HOC COMMITTEES
APPOINTED
(BUDGET AND FINANCE,
PERSONNEL AND
LEGISLATION)

It was moved by D. Rowen, seconded by R. Clark, that ad hoc committees be appointed as follows:

BUDGET AND FINANCE

T. Nemmers Chairperson	W. Stover
H. Ritland	M. Goodman

PERSONNEL AND LEGISLATION

D. Rowen, Chairperson	R. Clark
E. Leonard	G. Garst

and that D. Rowen and E. Leonard serve as alternates to the Budget and Finance Committee.

The motion was passed unanimously.

MCEC TRAILERS

The Board requested the superintendent continue discussions with Heartland AEA regarding the use of the former Mobile Career Exploration trailers by Heartland and prepare a recommendation, when timely, for consideration by the Board indicating terms and conditions for a proposed transfer of use of the trailers to Heartland.

REVISION, PHASE III
MASTER PLAN

The Board discussed the implications and concerns regarding any change in Phase III of the Master Plan.

ACCT LEGISLATIVE
CONFERENCE

A decision will be made at the next Board meeting regarding sending delegates to the conference.

CLAIMS AND ACCOUNTS

It was moved by R. Clark, seconded by D. Rowen, that the claims and accounts be approved as submitted.

The motion was passed unanimously. A copy of the claims and accounts is attached (Attachment #8) herewith and made a part of these minutes.

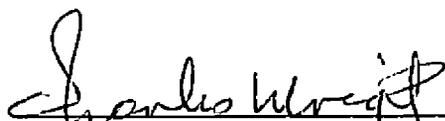
ADJOURNMENT

It was moved by W. Stover, seconded by T. Nemmers, that the meeting be adjourned.

The motion was passed unanimously. Board President Leonard adjourned the meeting at 8:10 p.m.



Eldon Leonard, President



Charles Wright, Secretary

ATTACHMENT NO. _____
RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR PHASE III A,
PART 11--COMPUTERIZED BUILDING ENERGY MANAGEMENT SYSTEM.

RESOLVED, that sealed proposals for the construction of Phase III A,
Part 11--Computerized Building Energy Management System, will be received
at Building No. 2, Room 15, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny,
Iowa, until 2:00 p.m., Central Standard Time, February 3, 1981, at which
time and place said bids will be publicly opened and read aloud.

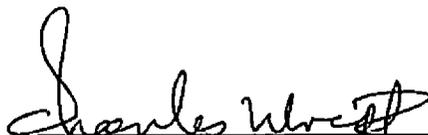
BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give
notice of said letting as required by law.

PASSED AND APPROVED THIS 15th DAY OF DECEMBER, 1980.



President, Board of Directors

ATTEST:



Secretary, Board of Directors

ATTACHMENT NO. _____
RESOLUTION NO. _____

RESOLUTION ADOPTING PLANS AND SPECIFICATIONS AND FORM OF
CONTRACT FOR PHASE III A, PART 11--COMPUTERIZED BUILDING
ENERGY MANAGEMENT SYSTEM.

RESOLVED, that proposed plans, specifications, and form of contract for the construction of Phase III A, Part 11--Computerized Building Energy Management System, are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said plans and specifications can be issued, it is necessary to hold a public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DES MOINES AREA COMMUNITY COLLEGE that at a meeting of the Board to be held at 5:30 p.m., on the 9th Day of February, 1981, at Building No. 2, Room 15, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of plans and specifications, form of contract, and estimated costs now on file in the office of the Secretary of the Board of Directors.

BE IT FURTHER RESOLVED that the Secretary of the Board of Directors give notice of said public hearing as required by law.

PASSED AND APPROVED THIS 15th DAY OF DECEMBER, 1980.

Ellen Leonard
President, Board of Directors

ATTEST:

Charles Wright
Secretary, Board of Directors

15 December 1980



REALTOR

OFFER TO BUY AND ACCEPTANCE

Approved by the Iowa Association of Realtors



TO Collison's Country Est. Corp. (herein designated as Sellers),

THE UNDERSIGNED (herein designated as Buyers) hereby offer to buy the real property situated in Carroll County, Iowa, located at and briefly described as Option B, and legally described as:

Lots 2, 3, & 4, Block 7 Collison's First Addition
(\$16,530./Lot)

together with any easements and servient estates appurtenant thereto and subject to zoning restrictions, restrictive covenants, leases, easements and mineral reservation, if any, and agree to pay you for such property the sum of \$ 49,590.00

AS FOLLOWS: 10,000.00 ~~xxxxxx~~ Paid to Collison's Country Est. Corp. ~~xxxxxx~~

xxxxxx and the balance upon delivery of warranty deed or upon execution of a real estate contract as hereinafter provided. Select (A) or (B) or (C) below:

(A) NEW MORTGAGE: This contract is contingent upon the buyers obtaining a commitment for a new _____ mortgage no later than _____, 19____. All usual costs incurred in securing such mortgage shall be paid by the _____. Sellers agree to pay the loan placement fee, if required, not to exceed _____% of the mortgage obtained by Buyers. The balance of the purchase price less the proceeds of such mortgage shall be paid by the Buyers in cash.

(B) ASSUMPTION OF MORTGAGE OR CONTRACT: The Buyers shall pay a portion of the purchase price by assuming and agreeing to pay a mortgage or contract currently on this property with a balance of \$ _____, with interest at _____% and payable _____ per month (Principal and Interest), interest to be adjusted to the date of possession. If consent of the mortgagee is necessary for such assumption this contract is subject to such consent and the Buyers agree to pay any required loan assumption fee and execute necessary assumption documents. The balance of the purchase price shall be paid by the Buyers in cash.

(C) INSTALLMENT CONTRACT: Buyers shall make an additional payment of \$ _____ at settlement, and for the balance of the purchase price Buyers and Sellers will execute an installment contract on forms commonly used and accepted in Iowa in which Buyers agree to pay \$ _____ at the rate of \$ _____, or more, per month including interest plus 1/12 of the annual taxes and insurance, until the entire purchase price together with interest at the rate of _____% per annum, payable monthly, is paid, or until the amount due is reduced to the amount of the mortgage now or hereafter to be placed on the property, at which time the sellers shall deliver to buyers a Warranty Deed. Monthly payments are to begin _____, 19____.

(D) OTHER PLAN: See Amendment A on reverse side.

This agreement is also subject to the following conditions:

1. TAXES, SPECIAL ASSESSMENTS AND CHARGES.

- a. All regular taxes due and payable in the fiscal year ending June 30, 1982, are to be paid by the Sellers.
- b. All regular taxes for the current fiscal year due and payable in the fiscal year ending June 30, 1983, are to be pro-rated between Buyers and Sellers as of the date of possession. The basis of such proration shall be the last known actual taxes payable. However, if such taxes are not based upon a full assessment of the present property improvements the proration shall be based on the current tax rate and the assessed value or actual value shown on assessors records at the time of settlement.
- c. All special assessments spread on the Treasurer's Books at the time of the acceptance of this offer are to be paid by the Sellers. All charges for solid waste removal, sewage, other utilities, and assessments for maintenance attributable to the sellers' possession are to be paid by the sellers.
- d. All subsequent taxes and special assessments are to be paid by the Buyers.

2. POSSESSION AND SETTLEMENT.

Possession to be given on or before Aug. 1, 1981, and adjustment of interest and rents to be made of like date. Settlement shall be made upon approval of title but not later than date of possession.

3. INSURANCE.

Sellers shall maintain \$ _____ of fire, windstorm and extended coverage insurance until possession is given and shall forthwith secure endorsements on the policies in such amount making loss payable to the parties as their interests may appear. Risk of loss from such hazards is on Buyers only when and as soon as (1) this offer is signed by both Sellers and Buyers and (2) upon performance of this paragraph by Sellers, and (3) after a copy hereof is delivered to Buyers. Buyers, if they desire, may obtain additional insurance to cover such risk. If Buyers purchase on installment contract, they shall, at their own expense, after possession, keep in effect fire, windstorm and tornado insurance, with extended coverage, for the benefit of the parties hereto, in an amount not less than the unpaid balance of the purchase price. The policies shall be delivered to the Sellers.

4. FIXTURES.

(a) All personal property that integrally belongs to or is part of the real estate, whether attached or detached, such as wall to wall carpeting, light fixtures, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, storm sashes, screens, attached linoleum, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment other than window type, door chimes, built-in items and electrical service cable, fencing and other attached fixtures, trees, bushes, shrubs and plants, shall be considered a part of real estate and included in this sale except _____

5. CONDITION OF PROPERTY.

The real estate (and any personal property contracted for) as of date of this offer, and in its present condition will be preserved and delivered intact at the time possession is given. Sellers warrant all mechanical and electrical equipment is in reasonable working condition. The agent makes no representations or warranties as to the physical or mechanical condition of the property, real or personal.

6. TERMITES.

Buyers at their option and expense may have this property inspected for termites within seven (7) days of the acceptance of this offer or receipt of a loan commitment (if this agreement is contingent upon a loan commitment). If as a result of such inspection active termite infestation of the structure is discovered by the Buyers they may void this contract by written notice to the Sellers within three (3) days after inspection.

7. ADDITIONAL PROVISIONS.

This offer is made subject to the additional terms and provisions of Paragraphs 11 and 18, inclusive, printed on the reverse side hereof, without requirement of additional signatures.

8. ACCEPTANCE.

When accepted this offer shall become a binding contract for the sale and purchase of the above described premises, and the Sellers shall pay the Broker 5 % commission on real estate and _____ % commission on business enterprises and inventories, payable in Carroll, Iowa. Minimum commission shall be \$ _____. If this offer is not accepted by the Sellers on or before Dec. 18, 1980, it shall become null and void and the initial payment shall be repaid to the Buyers without liability on the part of agent to either party.

9. REPRESENTATIONS.

It is understood that no representations made by the Broker or salesperson in the negotiation of this sale are being relied upon unless incorporated herein in writing and this property has not been offered or shown to Buyers by another person or agency.

10. TIME.

In the performance of each part of this agreement, time shall be of the essence.

We hereby accept the above offer this 15 day of Dec., 1980 and agree to pay Broker the commission for the sale as above provided.

Eldon Leonard, Bd. President
Buyer

Charles Wright, Bd. Secy.
Buyer

Collison's Country Est. Corp.
Seller

Richard M. Collison, Pres.
Seller

THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD SEEK LEGAL ADVICE.
See reverse side for further conditions and provisions.

THE FOREGOING ON THE OPPOSITE SIDE IS SUBJECT TO THE FOLLOWING FURTHER CONDITIONS AND PROVISIONS.

11. **ABSTRACT AND TITLE.** Sellers shall promptly continue and pay for the abstract of title to and including date of acceptance of this offer, and deliver to Buyers for examination. The abstract shall become the property of the Buyers when the purchase price is paid in full, and shall show merchantable title in conformity with this agreement, land title law of the State of Iowa and Iowa Title Standards of the Iowa State Bar Association. Sellers shall pay costs of additional abstracting and/or title work due to act or omission of Sellers.

12. **DEED.** Upon payment of purchase price, Sellers shall convey title by warranty deed, free and clear of liens and encumbrances, reservations, exceptions or modifications except as in this instrument otherwise expressly provided. All warranties shall extend to time of acceptance of this offer, with special warranties as to acts of Seller up to time of delivery of deed.

13. **FOR THE SELLERS: JOINT TENANCY IN PROCEEDS AND IN SECURITY RIGHTS IN REAL ESTATE.** If, and only if, the Sellers, immediately preceding this offer, hold the title to the above described property in joint tenancy, and such joint tenancy is not later destroyed by operation of law or by acts of the Sellers (1) then the proceeds of this sale, and any continuing and/or recaptured rights of Sellers in real estate shall be and continue in Sellers as joint tenants with rights of survivorship and not as tenants in common; and (2) Buyers in the event of the death of either Seller agree to pay any balance of the proceeds of this sale to the surviving Seller and to accept deed from such surviving Seller.

14. **REMEDIES OF THE PARTIES—FORFEITURE—FORECLOSURE—REAL ESTATE COMMISSIONS.**

a. If the seller fails to fulfill this agreement he will pay to the Broker the regular commission in full, and the Buyers shall have the right to have all payments returned or to proceed by any action or actions at law or in equity, and the Sellers agree to pay costs and attorney fees, and a receiver may be appointed.

b. If the Buyers fail to fulfill this Agreement, the Sellers may forfeit the same as provided in the Code of Iowa, and all payments made herein shall be forfeited and to the extent of the commission it shall first be paid to the Broker in full discharge of Seller's obligation for commission to the Broker and the balance, if any, shall be paid to and become the property of the Seller.

c. In addition to the foregoing remedies, Buyers and Sellers each shall be entitled to any and all other remedies, or action at law or in equity, including foreclosure, and the party at fault shall pay costs and attorney fees, and a receiver may be appointed.

15. **APPROVAL OF COURT.** If this property is an asset of any estate, trust or guardianship, this contract shall be subject to Court approval, unless declared unnecessary by the Buyers' attorney. If necessary, the appropriate fiduciary shall proceed promptly and diligently to bring the matter on for hearing for Court approval. (In that event the Court Officer's Deed shall be used).

16. All funds deposited hereunder as part payment as hereinabove set forth shall be held by Broker in trust pending acceptance of this offer, and examination of the abstract and delivery of deed or formal contract. Buyer authorizes the company financing his purchase to pay all funds to Broker as agent for the Seller and Seller authorizes such agent to accept same.

It is agreed that at time of settlement, funds of the purchase price may be used to pay taxes and other liens to comply with the above requirements, same to be handled under supervision of the Broker and subject to approval of Buyers' attorney on title questions involved, and needed to produce merchantable title.

17. **CONTRACT BINDING ON SUCCESSORS IN INTEREST.** This contract shall apply to and bind the successors in interest of the respective parties.

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

19. **OTHER PROVISIONS.**

AMENDMENT A

Item (D): Sewer and water to be installed and accepted by the City or other appropriate governmental authority by August 1, 1981. \$20,000.00 due and payable when sewer and water line is completed to Lots 2, 3, 4, Block 7, Collison's First Addition. Remaining balance of \$19,590.00 due when sewer and water is accepted by the City of Carroll.

Item (10): In the event all terms of this agreement are not timely fulfilled by the sellers, sellers, upon request of the buyers will promptly refund the entire down payment paid by buyers. Sellers or Halbur Realty Co. shall not seek to collect from the buyers any commissions which may be due.

JOINT MEETING OF BOARDS OF DIRECTORS
OF
DES MOINES AREA COMMUNITY COLLEGE
AND
HEARTLAND AREA EDUCATION AGENCY

Wednesday, December 10, 1980
Heartland Education Agency
1932 S.W. Third Street
Ankeny, Iowa
4:00 P.M.

A G E N D A

- A. Call to Order
- B. Approval of Minutes - September 24, 1980, Meeting
- C. Report from Joint-Study Committee on the Vocational Education of Handicapped Persons
- D. Continuation or Revision of the Career Exploration Program Jointly Sponsored by DMACC and Heartland
- E. Other Items
- F. Adjournment

Posted - skw
~~RECEIVED~~

DEC 4 1980

SUPT'S OFFICE