

Des Moines Area Community College

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Board of Directors Meeting Minutes

7-9-1991

Board of Directors Meeting Minutes (July 9, 1991)

DMACC

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July 9, 1991 at
Heartland

DES MOINES AREA COMMUNITY COLLEGE

Public Hearing
Alterations of Restroom Facilities, Boone Campus
July 9, 1991
Heartland Area Education Agency
Conference Room - Special Education Division
6500 Corporate Drive, Johnston, Iowa

A G E N D A

1. Call to order - 4 p.m.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgement of Board Secretary of how Notice of Meeting was made.
5. Requests to address the Board recognized.
6. Consideration of plans, specifications, form of contract and estimated costs for the alterations of restroom facilities at the Boone Campus.
7. Adjournment.

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

PUBLIC HEARING
July 9, 1991

A special meeting of the Des Moines Area Community College Board of Directors was held at the Heartland Area Education Agency, 6500 Corporate Drive, Johnston, Iowa, on July 9, 1991, for the purpose of conducting a Public Hearing on the alterations of restroom facilities at the DMACC Boone Campus at Boone, Iowa. The meeting was called to order at 4 p.m. by Board President Susan Clouser.

ROLL CALL

Members Present:

Harold Belken	Eldon Leonard
DeVere Bendixen	Gerry Pecinovsky
Susan Clouser	Nancy Wolf
Dick Johnson	

Members Absent:

Lloyd Courter
Doug Shull

Others Present:

Joseph A. Borgen, President
Helen M. Harris, Board Secretary
Don Zuck, College Treasurer
Arnie Fischer, RDG Bussard Dikis, Inc.
Other interested DMACC staff and area residents

APPROVAL OF
TENTATIVE AGENDA

A move to approve the tentative agenda as presented was made by H. Belken, seconded by N. Wolf.

Motion passed unanimously.

ACKNOWLEDGEMENT OF
HEARING NOTICE

Board Secretary H. Harris reported that the notice of the time and place of this hearing was, according to law and as directed by the Board, published in the Des Moines Register on June 19, 1991, and posted in Building 1, DMACC Ankeny Campus. No written objections to this hearing were received.

REQUEST TO ADDRESS
BOARD

None.

APPROVAL OF RESO-
LUTION REGARDING
ALTERATIONS, REST-
ROOM FACILITIES,
BOONE

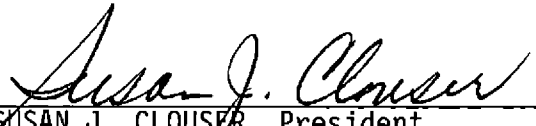
It was moved by D. Johnson, seconded by E. Leonard, that the Board approve the resolution approving plans, specifications, form of contract and estimated costs for the alterations to restroom facilities at the DMACC Boone Campus.

Motion passed unanimously.

ADJOURNMENT

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

Motion passed unanimously, and at 4:03 p.m., Board President Clouser adjourned the public hearing.



SUSAN J. CLOUSER, President



HELEN M. HARRIS, Board Secretary

DES MOINES AREA COMMUNITY COLLEGE

Regular Meeting
July 9, 1991
Heartland Area Education Agency
Conference Room - Special Education Division
6500 Corporate Drive, Johnston, Iowa

A G E N D A

1. Call to order - immediately following Public Hearing.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consideration of minutes of June 12, 1991, regular board meeting.
6. Consideration of award of contract for the alterations of restroom facilities at the Boone Campus.
7. Consideration of final payment to Allied Roofing for re-roofing of Building 12, Ankeny Campus.
8. Consideration of ratification of appointments to the DMACC Ankeny-Des Moines Foundation Board of Directors.
9. Consideration of resolution authorizing the execution and delivery of a ground lease and ratifying the appointment of an Enterprise Committee.
10. Consideration of membership and payment of dues to the Iowa Association of Community College Trustees.
11. Consideration of Human Resources report.
12. Consideration of Payables.
13. Presentation of Financial Report.
14. President's report.
15. Board members' reports.
16. Information Items:
 - A. August 7 - 7:00 p.m. - Ankeny-Urban Commencement - Convention Center
 - B. August 8 - 4:00 p.m. - Regular Board Meeting - Carroll Campus
 - 6:30 p.m. - Carroll Commencement - Carroll Recreation Center
17. Adjournment.

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

REGULAR MEETING
JULY 9, 1991

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Heartland Area Education Agency, 6500 Corporate Drive, Johnston, Iowa, on July 9, 1991. The meeting was called to order at 4:03 p.m. by Board President Susan Clouser.

ROLL CALL

Members Present:

Harold Belken	Eldon Leonard
DeVere Bendixen	Gerry Pecinovsky
Susan Clouser	Nancy Wolf
Dick Johnson	

Members Absent:

Lloyd Courter
Doug Shull

Others Present:

Joseph A. Borgen, President
Helen M. Harris, Board Secretary
Don Zuck, College Treasurer
Arnie Fischer, RDG Bussard Dikis, Inc.
Nick Roby, Attorney, Davis, Hockenberg Law Firm
Other interested DMACC staff and area residents

APPROVAL OF
TENTATIVE AGENDA

It was moved by Harold Belken, seconded by G. Pecinovsky, that the tentative agenda and addendum to the Human Resources report be approved as presented.

Motion passed unanimously.

PUBLIC COMMENTS

None.

APPROVAL OF
MINUTES

N. Wolf moved that the minutes of the June 12, 1991, regular board meeting be approved as presented. Second by D. Bendixen.

Motion passed unanimously.

APPROVAL OF CONTRACT
AWARD-RESTROOM
FACILITIES, BOONE

It was reported that bids had been received for alterations to restroom facilities at the Boone Campus, in accordance with approved plans and specifications, and as indicated on the Bid Tally Sheet, a copy of which is Attachment #1 to these minutes.

It was moved by D. Johnson, seconded by G. Pecinovsky, that a contract for alterations to restroom facilities at the Boone Campus be awarded to Shriver Construction, Jefferson, Iowa., with a base bid of \$74,700 and deductible alternate bid of \$3,975, for a total contract award of \$70,725, and that the Board President and Secretary be authorized to sign said contract.

Motion passed unanimously.

APPROVAL OF FINAL
PAY-RE-ROOFING
BLDG. 12

A motion was made by H. Belken, seconded by G. Pecinovsky, that the board approve final payment of \$1,599 to Allied Roofing for completion of re-roofing of Building 12, Ankeny Campus. Attachment #2.

Motion passed unanimously.

RATIFICATION OF
FOUNDATION BOARD
APPOINTMENTS

It was moved by E. Leonard, seconded by H. Belken, that the board ratify the following appointments to the DMACC Foundation, Ankeny-Des Moines Board of Directors:

Cornell Randy Smith, Department of Human Services,
Des Moines

Robert Horner, Des Moines Asphalt and Paving,
Des Moines

Michael Dunn, Deere Credit Services, Inc.,
West Des Moines.

Motion passed unanimously.

APPROVAL OF RESO-
LUTION-GROUND LEASE
& ENTERPRISE
COMMITTEE

After discussion of a proposed cooperative DMACC-Casey's General Stores program which places a fully operational convenience store on the Ankeny Campus, H. Belken made the motion for approval of the resolution authorizing the execution and delivery of a ground lease and ratifying the appointment of an enterprise committee; second by N. Wolf. A copy of said resolution and lease is Attachment #3 to these minutes.

Motion passed unanimously.

APPROVAL OF PAYMENT
OF DUES-IACCT

H. Belken made a motion that the board approve payment of dues and membership in the Iowa Association of Community College Trustees for the period of July 1, 1991, through June 30, 1992. Second by D. Bendixen.

Motion passed. A nay vote was cast by Director Leonard.

APPROVAL OF HUMAN
RESOURCES REPORT

It was moved by H. Belken, seconded by D. Bendixen, that the board approve the following personnel items:

Reinstatements

Patricia Brainard, Instructor, Correctional Release Center; Mary Hays, Instructor, Iowa Correctional Institute for Women; Terry Luloff, Instructor, Correctional Release Center; Patricia McNair, Instructor, Iowa Correctional Institute for Women; Lynn Slykhuis, Instructor Iowa Correctional Institute for Women. To reinstate specially funded 12-month contracts. Specially funded contracts with licensed faculty - probationary.

HUMAN RESOURCES
(continued.)

Hotopp, Denise; Coordinator, Project Self-Sufficiency, Urban Campus; Schiltz, LaVon, Executive Director, Golden Circle Regional Economics Development Center; Schon, Renee, Coordinator, Displaced Homemakers, Carroll Campus; Stone, Margaret, Coordinator, Displaced Homemakers, Boone Campus. To reinstate specially funded employment Agreements from July 1, 1991 to June 30, 1992. Employment Agreements with professional staff.

New Personnel

McCullough, Sandy - Guidance Counselor. Indianola Learning Center, Academic Achievement. Annual salary \$26,642. Effective July 30, 1991. Specially funded through June 30, 1992. Continuing contract with licensed faculty-Probationary.

Extension of
Specially Funded
Contracts

Brainard, Patricia, Instructor, Correctional Release Center. Hays, Mary, Instructor, Iowa Correctional Institute for Women. Lutloff, Terry, Instructor, Correctional Release Center. McNair, Patricia, Instructor, Iowa Correctional Institute for Women. Slykhuis, Lynn, Instructor, Iowa Correctional Institute for Women. To extend specially funded contracts from July 9, 1991 through August 16, 1991.

Motion passed unanimously.

APPROVAL OF PAYABLES

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

Motion passed unanimously.

FINANCIAL REPORT

The June 30, 1991, Financial Report as shown in Attachment #5 to these minutes was presented by Darrell Roberts, Vice President of Business Services.

ADJOURNMENT

A motion for adjournment was made by E. Leonard, seconded by G. Pecinovsky.

Motion passed unanimously and at 4:55 p.m., Board President Clouser adjourned the meeting.


SUSAN J. CLOUSER, President


HELEN M. HARRIS, Board Secretary

Bussard Dikis

July 9, 1991

Mr. Ken Brown
Director, Physical Plant
Des Moines Area Community College
Ankeny, Iowa 50021

Dear Ken:

Bathroom Expansion and Renovation - Administration Building - Boone Campus DMACC,
RDG/BD #90268.00

At 2:00 p.m. on July 2, 1991, bids were opened for the Bathroom Expansion and Renovation Project. We contacted nine potential bidders and at their request forwarded bidding documents to each for their consideration. A pre-bid conference was held on June 26, 1991 to answer any questions bidders may have had. On July 2 we received three proposals for the work. The low bid was submitted by Shriver Construction Company of Jefferson, Iowa in the amount of \$74,700.00. It is our opinion that the prices indicate competitive bidding and the low bid represents a fair price for the work described on the contract documents. We recommend accepting alternate bid #1 which will delete structural glazed tile in the remodeled portion of the second floor men and womens bathrooms. The resulting proposed contract amount of \$70,725.00 is approximately \$8,000.00 over the budget. In reviewing our Statement of Probable Cost, we have concluded that the reason for the overage is due to several factors including relocation of an electrical panel, matching of existing structural glazed tile finishes, relatively small remodeling project and extremely short construction period which may require overtime and scheduling of work so as not to conflict with normal building operations.

I spoke with Sam Harding on July 8, 1991 regarding Shriver Construction. Sam is a project manager with this firm and advises of the following information:

1. Shriver Construction is owned by Meredith Shriver and has been in business since 1966.
2. Current jobs include remodeling work at Jefferson High School, Green County Fair Exhibit Building construction, and an Iowa National Guard Armory. Recent projects include multiple Iowa National Guard facilities, Scranton Elementary School, IDOT maintenance garages and a new plant for the Nichii Company in Jefferson.
3. References:
Don Ostermann, IDOT, Ames, (515) 239-1243
Doug McDermott, President, Homestate Bank, Jefferson, (515) 368-2131
Rick Nelson, Sires Architects, (515) 278-4642

Bussard Dikis

Mr. Ken Brown
July 9, 1991
Page 2

Sam Harding has advised that he has reviewed their proposal and the Contractor is prepared to sign a contract for the proposed amount. Mr. Harding stated that the construction schedule is extremely tight, but feels it can be achieved. Materials delivery will be extremely important to timely completion. We recommend that a contract be awarded to Shriver Construction in the amount of the base bid less alternate proposal #1 for a total contract amount of \$70,725.00.

Sincerely,



Arnold E. Fischer, AIA

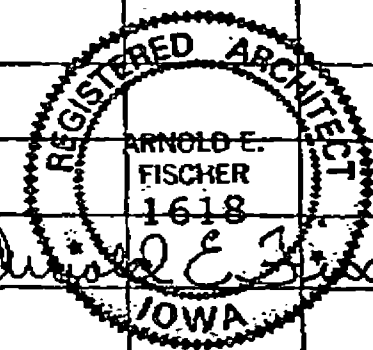
AEF/blm

PROJECT: DMACC BATHROOM EXPANSION & RENOVATION - ADMIN. BLDG., BOONE CAMPUS

BID DATE: JULY 2, 1991 2:00 P.M.

90268.00

BIDDERS	5% BID BOND	NONDISCRIMINATION STATEMENT	APPENDUM #1	APPENDUM #2	BASE BID	ALTERNATE BID #1 PAINTED BLOCK IN LIEU OF S&T						
1. IOWA INDUSTRIAL ERECTORS CORP.		✓	✓	✓	\$81,619.00	(\$3,486.00)						
DES MOINES												
2. R.H. GRABAU	✓	✓	✓		\$76,254.00	(\$2548.00)						
BOONE												
3. SHRIVER CONST. CO	✓	✓	✓	✓	\$74,700.00	(\$3,975.00)						
JEFFERSON												
4.												
5.												
6.												
7.												



Bussard Dikis

June 28, 1991

Mr. Ken Brown
Director Physical Plant
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Dear Ken:

DMACC Building 12 Reroofing, RDG/BD #90223.00

Enclosed is one copy of the Certification of Substantial Completion for DMACC Building 12 Reroofing establishing June 21, 1991 as the date of substantial completion. We have reviewed the completed work and advise that, to the best of our knowledge, the work is complete and installed in accordance with the contract documents. We recommend acceptance of the completed work and final payment to the Contractor.

Sincerely,



Arnold E. Fischer, AIA

AEF/blm

Enclosure

Renaissance Design Group

An Architecture, Interior Design and Planning Corporation
RDG Bussard Dikis Inc. 303 Locust Street Des Moines Iowa 50309 515.288.3141 Fax 515.288.8631
RDG Wilscam Birge Inc. 2201 Farnam Street Omaha Nebraska 68102 402.345.5151 Fax 402.345.3837

DC Memorandum
Des Moines Area Community College

ATTACHMENT #3
Regular Meeting
July 9, 1991

DATE: June 28, 1991
TO: Helen Harris - Board Secretary
FROM: Don Zuck - Vice President, Operations *Don Zuck*
RE: Agenda Item for July 9, 1991, Board Meeting
Agreements with DMACC Foundation

Attached is a resolution authorizing the execution of a Ground Lease Agreement. This agreement, along with an agreement between the Foundation and Casey's, are attached and summarized below:

1. Ground Lease Agreement Between the Foundation and the College:
 - College leases approximately two acres of Ankeny Campus land to Foundation.
 - Foundation to construct a retail training center, including a convenience store and a bookstore.
 - Profits are to be used for student financial aid and student activities.
 - Term to be 50 years at an annual lease cost of \$100.
2. Development, Financing and Management Agreement Between Casey's and the Foundation:
 - Casey's to construct and operate a convenience store.
 - Casey's to loan to Foundation the cost of construction, for 10 year period, at Casey's actual interest cost.
 - Casey's to turn profits over to Foundation.
 - Term to be 10 years with renewal options.

The resolution also establishes an Enterprise Committee to act on behalf of the Foundation in the operation of the convenience store and bookstore.

Attachments



RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
GROUND LEASE AND RATIFYING THE APPOINTMENT OF AN
ENTERPRISE COMMITTEE.

WHEREAS, Des Moines Area Community College (the "College") is an area school organized under Chapter 280A of the Code of Iowa (1991); and

WHEREAS, Des Moines Area Community College Foundation (the "Foundation") is an Iowa not-for-profit corporation; and

WHEREAS, the College and the Foundation propose to enter into a Ground Lease providing for the lease of certain real estate on the College campus to the Foundation in order to enable the Foundation to develop a bookstore on such land and provide for the development of a convenience store on such land; and

WHEREAS, the Foundation proposes to enter into a Development, Financing and Management Agreement with Casey's General Stores, Inc. ("Casey's") in order to provide for the development of a convenience store; and

WHEREAS, the development of a bookstore on the College campus would provide additional space to the College within its existing facilities and enable the College to provide additional retail training and marketing instruction and experience for students; and

WHEREAS, the development of a convenience store on the College campus would enhance the ability of the College to provide retail sales and marketing training for its students; and

WHEREAS, the revenues from the agreement with Casey's will enable the Foundation to provide additional student financial aid and funding for student activities; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College as follows:

Section 1. That the form and content of the Ground Lease between the College and the Foundation be and the same are hereby authorized, approved and confirmed and the President of the Board of Directors of the College is hereby authorized and directed to execute the Ground Lease and the Secretary of the Board of Directors of the College is hereby authorized and directed to attest the same, which Ground Lease is to be in substantially the same form and text and is to contain substantially the same provisions as that set forth in the official records of the proceedings hereof, with such changes therein as the officers executing the Ground Lease shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the appointment by the Foundation of the following individuals to act as an Enterprise Committee on behalf

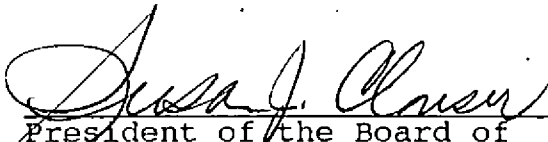
of the Foundation in connection with any and all matters pertaining to the Foundation in connection with the Ground Lease referred to above is hereby ratified, approved and confirmed:

Donald Zuck, Chairperson
Darrell Roberts
Eldon Leonard
Don Davis
Jim Booy
Robert Flynn
Ann Schodde, Ex Officio
David VanSickel, Attorney, Davis, Hockenber, et al.

Section 3. That the officers of the College are hereby authorized and directed to do any and all things deemed necessary in order to effect the accomplishment of the foregoing resolutions.

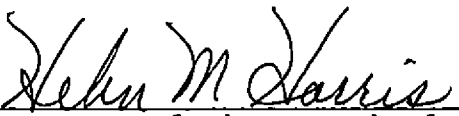
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and Approved this 26th day of June, 1991.



President of the Board of
Directors

Attest:



Secretary of the Board of
Directors

GROUND LEASE

THIS AGREEMENT made and entered into this 9th day of July, 1991, by and between Des Moines Area Community College, an area school organized under Chapter 280A of the Code of Iowa (1991) (hereinafter called "Landlord"), whose address for the purpose of this lease is 2006 South Ankeny Boulevard, Ankeny, Iowa 50021 and Des Moines Area Community College Foundation, and Iowa not-for-profit corporation (hereinafter called "Tenant"), whose address for the purpose of this lease is 2006 South Ankeny Boulevard, Ankeny, Iowa 50021.

W I T N E S S E T H:

WHEREAS, the Landlord is interested in leasing certain land on its campus to the Tenant in order to provide for the development of certain facilities on such land; and

WHEREAS, the training of the students at the College is a public purpose consistent with the mission of the College; and

WHEREAS, the development of a bookstore on such land will provide additional space to the College within its existing facilities and enable the College to provide retail and marketing training for its students; and

WHEREAS, the development of a convenience store on such land will enhance the ability of the College to provide retail sales and marketing training for its students; and

WHEREAS, the Tenant is willing to provide or arrange for the development of a bookstore and convenience store on the land to be leased hereunder; and

WHEREAS, the development of a bookstore and a convenience store on such land will enhance the revenues of the Foundation and enable it to provide additional student financial aid and support for student activities;

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

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

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

2. Term. The term of this lease shall commence upon the date hereof (the "Commencement Date") and shall terminate fifty (50) years from and after the date hereof; provided, however, that the Tenant shall have the option at any time after twenty (20) years from the date hereof to terminate this lease upon giving one hundred eighty (180) days notice to the Landlord of its intent to terminate.

3. Annual Basic Rent. Unless abated or diminished as hereinafter provided, Tenant shall, during the lease term, pay to Landlord at such place as Landlord shall designate in writing from time to time, the "Annual Basic Rent" payable under this lease, over and above the other additional payments to be made as hereinafter provided. The Annual Basic Rent shall be \$100 payable in arrears on the anniversary date of this agreement in each year.

Delinquent payments shall draw interest at 12% per annum from the due date, until paid.

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

5. Taxes. (a) The Tenant shall pay or provide for all of the real estate taxes, sewage charges, and special assessments of every kind and nature which shall during the term of this lease be levied, assessed, or imposed upon the Demised Premises, or any part thereof, or upon any building, structure, or improvements thereon, or any fixtures or equipment which shall hereafter be placed thereon, by whatever authority or for whatever purpose said real estate taxes, sewage charges, or assessments shall be levied, assessed, or imposed, and the Tenant shall pay such real estate taxes, sewage charges and assessments in every instance before the same become delinquent and before any penalties accrue thereon, except installments of special assessments not due and payable until after the termination of this lease. The real estate taxes, if any, for the year prior to the year in which the term of this lease commences, and for all previous years, shall be paid by the Landlord. The real estate taxes for the year in which the term of this lease commences shall be prorated between

the parties in accordance with the number of months of the Tenant's occupancy after the Commencement Date. The real estate taxes for each of the remaining years during the term of this lease shall be paid by Tenant, as aforesaid, except that the real estate taxes for the final year of this lease, which are payable in the subsequent year, shall be prorated between the parties in accordance with the number of months of Tenant's occupancy during such year, based upon the real estate taxes for the previous year unless the actual real estate taxes due and payable for such final year have been determined by the taxing authorities, in which event such proration shall be based upon the latter amount. Upon termination of this lease, the Tenant shall pay to the Landlord a sufficient amount to discharge the Tenant's obligation for real estate taxes for the final year hereof, and Landlord agrees to accept the amount so paid under the terms of the previous sentence in full satisfaction of Tenant's obligation to pay such taxes.

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

6. Insurance. (a) After the Commencement Date, the Tenant shall, at its sole cost and expense, maintain or cause to be maintained comprehensive general public liability insurance, with limits of at least \$1,000,000 primary for bodily injury and property damage combined single limits plus \$5,000,000 umbrella coverage. Such policies shall name the Landlord and Tenant as the insureds.

(b) At all times subsequent to the Commencement Date and during its full term, the Tenant shall keep all buildings erected upon the Demised Premises and any building service equipment covered, at its sole cost and expense, by fire and extended coverage and all risk coverage (special form) insurance in an amount equal to 90% of the full insurable value of the buildings to be determined by the company issuing the insurance policy.

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

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

8. Nonliability of Landlord. Landlord shall not be liable to Tenant or any other person on or about the premises for any loss, damage or injury sustained by reason of Tenant's failure to keep the premises in good repair or on account of Tenant's failure to comply with any and all of the provisions of this lease.

9. Construction. The Tenant agrees to arrange or provide for the construction of a convenience store and gasoline filling station facility on the Demised Premises. In the event construction of such facility is not begun prior to May 1, 1992, this lease shall terminate. Landlord acknowledges and agrees that Tenant intends to provide or arrange for the construction of such facility on the Demised Premises. Landlord shall have no responsibility with respect thereto except as provided in this Agreement. Tenant may also arrange or provide for the construction of a bookstore on the Demised Premises. Any other construction on the Demised Premises shall be subject to the prior written approval of the Landlord.

10. Plans and Specifications. All buildings and site improvements to be constructed by Tenant shall be in accordance with plans and specifications which shall be subject to the approval of the Landlord.

11. Right of Entry for Inspection. During the period of construction of all buildings and improvements, Landlord, its officers, agents, employees and contractors may enter upon the premises at all reasonable times for the purpose of inspecting and determining that the work is being completed in accordance with the plans and specifications.

12. Tenant's Obligations. Tenant shall:

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

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

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

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

13. Alterations. Tenant may, at its own expense, from time to time make such alterations, additions or changes, structural or otherwise, in and to the buildings as it may deem necessary or suitable; provided, however, Tenant shall obtain Landlord's prior written consent to plans and specifications for structural alterations, additions or changes; provided further, that such alterations, additions or changes shall not change the general character of the buildings; and provided further that such alterations, additions or changes shall not materially diminish the value of the premises. The term "structural changes" as used herein shall not include moving of stud partitions, minor plumbing and electrical work, modification and rearrangement of fixtures or other minor changes. Tenant shall secure building and other permits or authorizations required from time to time for any work permitted hereunder by Tenant.

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

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

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

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

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

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

17. (a) Assignment and Transfer. The Demised Premises shall not be used for any unlawful purpose. Tenant may not assign this lease, or sell or otherwise transfer the buildings with the lease attached, except with the express written consent of the Landlord.

(b) Responsibilities. Tenant may contract to have other parties perform any or all of its obligations hereunder but no such contract shall relieve Tenant from primary responsibility with respect to such obligations.

18. Use of Funds. Tenant agrees that the revenues from the facilities to be constructed on the Demised Premises will be devoted to student financial aid and student activities at the College.

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

20. Bankruptcy. If a petition in bankruptcy shall be filed by Tenant, or if Tenant shall be adjudicated bankrupt, or if Tenant shall make a general assignment for the benefit of creditors, or if in any proceeding based upon the insolvency of Tenant a

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

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

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

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

22. Landlord's Obligations. Landlord shall provide:

(a) Sewer, water, electricity and gas connections to the site of the Demised Premises;

(b) Access to the Demised Premises for Tenant;

(c) Security for the Demises Premises; and

(d) Snow removal and grass cutting for the Demised Premises; provided, however, that Landlord shall be reimbursed by Tenant for the cost of the services referred to in (c) and (d) on the basis of a reasonable allocation of the costs of the personnel involved.

23. Landlord's Right to Cure Tenant's Defaults. In the event Tenant shall neglect to pay when due any obligations on any encumbrance affecting title to Demised Premises, or shall fail to perform any obligation specified in this lease, then Landlord may, after the continuance of any such default for ten (10) days after notice thereof by Landlord, pay said obligations or other charges or cure such default, all on behalf of and at the expense of Tenant, and do all necessary work and make all necessary payments in connection therewith, and Tenant shall on demand pay Landlord forthwith the amount so paid by Landlord together with interest thereon at the rate of twelve percent (12%) per annum.

24. Condition of Premises at Termination. At the expiration or earlier termination of the lease term, Tenant shall surrender to Landlord the Demised Premises, including buildings constructed by Tenant together with alterations, additions, and improvements then a part thereof, in good order and condition except for the following: ordinary wear and tear, and loss or damage by fire, the elements, and other casualty or occurrence. All furniture and fixtures installed in said buildings at the expense of Tenant or other occupant shall remain the property of Tenant or such other occupant; provided, that upon removal of any such furniture or fixtures Tenant shall reimburse Landlord for any damage to the premises caused by such removal; provided, however, Tenant shall, at any time and from time to time during the lease term, have the option to relinquish its property rights with respect to such fixtures (including, but not limited to, air conditioning machinery and lighting fixtures), which option shall be exercised by notice of such relinquishment to Landlord, and from and after the exercise of said option, the property specified in said notice shall be the property of Landlord.

25. Holding Over. In the absence of any written agreement to the contrary, if Tenant should remain in occupancy of the

Demised Premises after the expiration of the lease term, it shall so remain as a tenant from month-to-month, and all provisions of this lease applicable to such tenancy shall remain in full force and effect.

26. Notices. Notices required under this lease shall be in writing and deemed to be properly served on receipt thereof if sent by certified or registered mail to Landlord at the last address set forth above or to Tenant at the address set forth above, or, in either case, to any subsequent address which Tenant or Landlord shall designate in writing as provided herein for such purpose.

27. Mechanic's Liens. Tenant shall indemnify the Landlord against any mechanic's lien or other lien arising out of the construction of, alteration of, repair of, addition to, or improvement of the Demised Premises.

28. No Continuing Waiver. No waiver of the breach of any of the terms or conditions of this lease shall constitute a waiver of any other or succeeding breach of the same or any other term or condition of this lease.

29. Enterprise Committee. The Tenant agrees to appoint a committee which shall be responsible for all actions required by the Tenant in connection with matters covered by this lease.

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

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

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

32. Counterparts. This lease may be executed in multiple copies, and each executed copy shall be deemed an original without necessity of production of other copies.


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

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

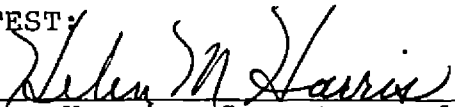
35. Time is of the Essence. Time is expressly declared to be of the essence in this lease.

IN WITNESS WHEREOF, the parties hereto have executed this lease on the day and year first above written.

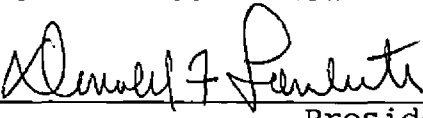
DES MOINES AREA COMMUNITY COLLEGE

BY 
Susan Clouser, President of the
Board of Directors

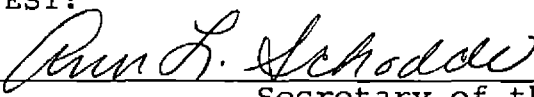
ATTEST:


Helen Harris, Secretary of the
Board of Directors

DES MOINES AREA COMMUNITY
COLLEGE FOUNDATION

BY 
Donald F. Penhale, President of the
Board of Directors

ATTEST:


Ann L. Schodde, Secretary of the
Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 9th day of July, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Susan Clouser and Helen Harris, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Des Moines Area Community College executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Susan Clouser and Helen Harris as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

Mary A. Little
Notary Public in and for said
County and State

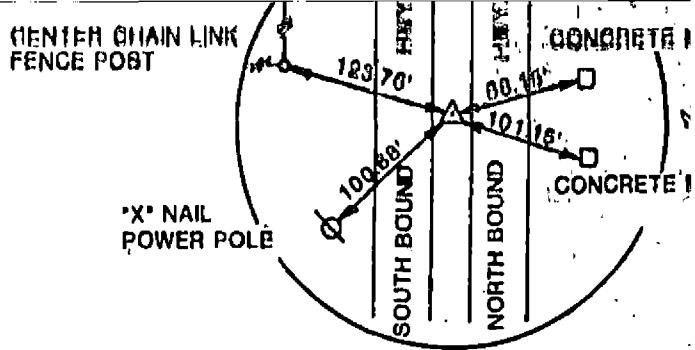
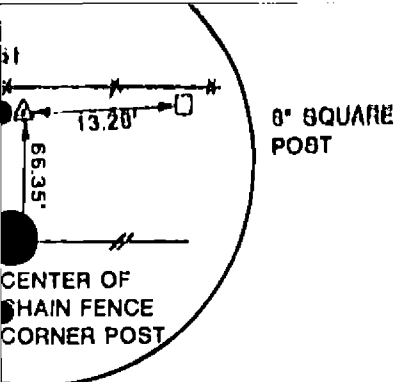
STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 18th day of July, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Donald F. Lamberti and _____, to me personally known, who being by me duly sworn, did say that they are the President and Secretary, respectively, of Des Moines Area Community College Foundation executing the within and foregoing instrument, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Donald F. Lamberti and _____ as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.



Mary J. Sankey
Notary Public in and for said
County and State

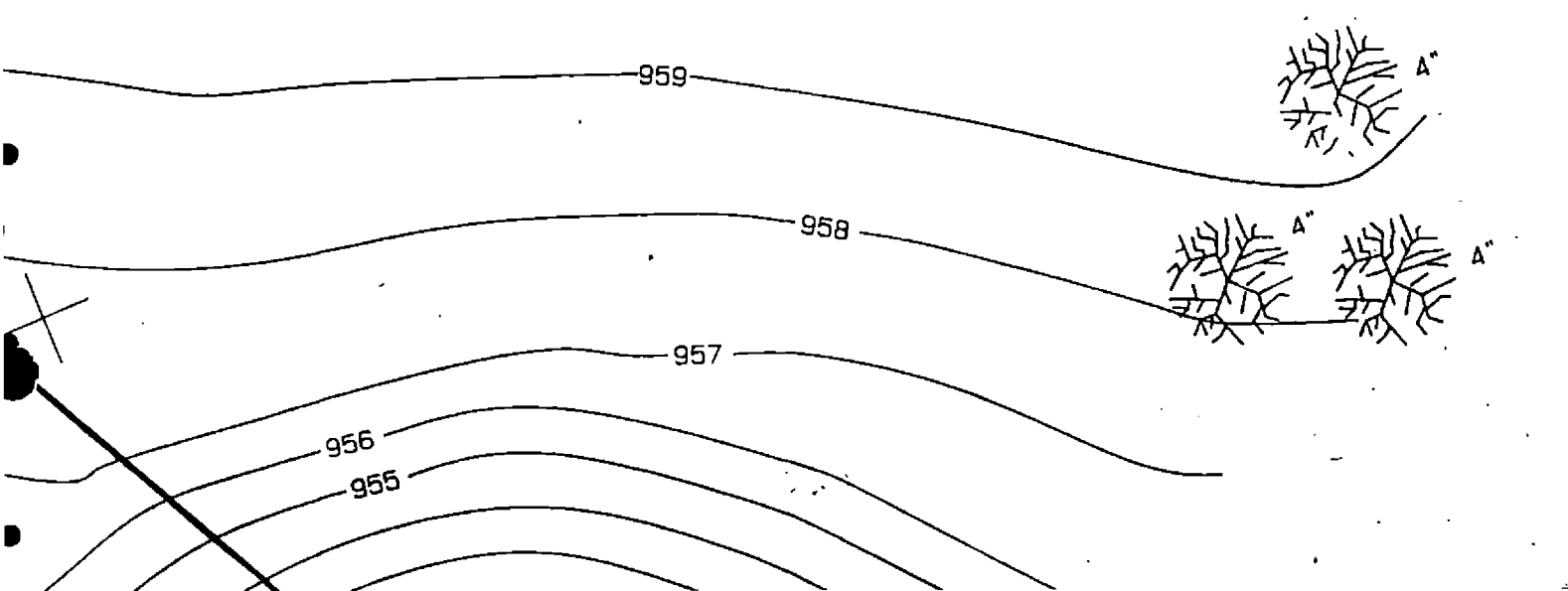
EXHIBIT A



LEGAL DESCRIPTION

A tract of land in the SW 1/4 of Section 26, Township 80 North, Range 24 West of the 5th Principal Meridian, Polk County, Iowa, described as follows:

Commencing at the northeast corner of said SW 1/4, thence S 89° 57' 17" W a distance of one thousand seventy-seven and twenty-six hundredths (1,077.26) feet on the north line thereof, thence S 00° 02' 43" E, a distance of five hundred fifty-four and forty-seven hundredths (554.47) feet to the point of beginning; thence S 26° 22' 23" E, a distance of three hundred fifty-one and twenty-one hundredths (351.21) feet; thence S 64° 18' 41" W a distance of one hundred forty-six and seventy-two hundredths (146.72) feet; thence northwesterly two hundred nine and eighteen hundredths (209.18) feet on a three hundred thirteen and fifty-six hundredths (313.56) foot radius curve, concave southwesterly, with a chord bearing of N 45° 16' 03" W, a distance of two hundred five and thirty-two hundredths (205.32) feet; thence N 64° 07' 17" W, a distance of forty-one and thirty-one hundredths (41.31) feet; thence northeasterly two hundred sixty-nine and forty-three hundredths (269.43) feet on a seven hundred eighty-six and fourteen hundredths (786.14) foot radius curve concave southeasterly, with a chord bearing of N 36° 25' 51" E, a distance of two hundred sixty-eight and eleven hundredths (268.11) feet to the point of beginning, containing 1.30 acres, more or less.



DC Memorandum
Des Moines Area Community College

ATTACHMENT #5
Regular Meeting -
July 9, 1991

DATE: June 27, 1991
TO: Darrell Roberts
FROM: Irv Steinberg *IRW*
RE: Financial Report for July ~~30~~⁹, 1991 Board Meeting

The Business Office staff will be preparing fiscal year end closing journals after receiving the preliminary closing computer financial reports for June 30, 91, so that final reports will not be ready until after the July board meeting. Complete FY91 year end reports, to include a consolidated balance sheet, will be prepared for Board distribution at the August meeting.

As noted on the June 30th Cash Position Report, adequate funds are available to repay the FY91 Anticipatory Warrant due on July 31, 1991 (total of principal plus interest of \$5,332,494).

Proceeds from the sale of our FY92 Anticipatory Warrant (\$5 Million plus \$10,750 premium less \$50,000 good faith deposit previously received) is scheduled to be received from First Wisconsin National Bank on July 1, 91.

Our funds invested in the Iowa Trust Education account earned an average monthly yield rate for May of 7.907% with the rate for June anticipated to be approximately the same.

Approved for Board agenda
D. Roberts

CASHPOS
DISK #1

DES MOINES AREA COMMUNITY COLLEGE
CASH POSITION REPORT
June 30,1991

	COMBINED FUNDS (Funds 1,2,3, 4,5,& 6)	PLANT FUND (Fund 7)	NEW JOB ING PROJECTS * (Fund 2)
CASH IN BANK/CHECKING:			
Balance Forward June 1, 91	(\$5,987)		\$0
PLUS: June Receipts	4,254,744		239,388
LESS: June Disbursements	4,248,407		239,388
Cash Balance June 30, '91	\$350		\$0
INVESTMENTS:			
Savings Accounts:			
First Natl Bank/Ames	875	476	
Investments at Norwest for NJTP			14,220,988
Investments at Ia Trust Ed	4,872,867	1,058,617	
Certificates of Deposit:			
Gen Fd at WestBank	1,057,958		
Early Retirement FNB	7,817		
Alumni at HAWKEYE B&T	33,000		
Boone Athlet at Haw Fed	20,985		
Total Cash/Investments	\$5,993,852	\$1,059,093	\$14,220,988

FOOTNOTES:

- Included in the Combined Funds investments are monies adequate to repay FY91 Anticipatory Warrant due on July 31, 91.
- * 2. Combined Funds Checking Account includes Funds 1 thru 6 except for Fund 2 NJTP Accounts which are maintained separately.

**JOINT
 BOARD MEETING OF
 DES MOINES AREA COMMUNITY COLLEGE
 AND
 HEARTLAND AEA 11
 6500 CORPORATE DRIVE
 JOHNSTON, IOWA
 TUESDAY, JULY 9, 1991
 5:00 P.M.**

DMACC Board of Directors

Harold Belken, Des Moines
 DeVere Bendixen, Des Moines
 Susan Clouser Coon Rapids
 Lloyd Courter, Boone
 Richard T. Johnston, Ames
 Eldon Leonard, Ankeny
 Jerry Pecinovsky, Newton
 Doug Shull, Indianola
 Nancy L. Wolf, Des Moines

Joe Borgen, President

Heartland Board of Directors

Karen Rasmussen, Des Moines
 Robert Denny, Des Moines
 Ann Wilson, Carroll
 Ken Walter, Boone
 Richard Herrstadt, Ames
 Keith Hopkins, Ankeny
 Nels Turnquist, Des Moines
 Robert Reynolds, New Virginia
 Elizabeth Goodwin, Des Moines

Wayne Rand, Chief Administrator

AGENDA

Dinner

Welcome--Dr. Wayne Rand

Regional Planning Council--Kim Linduska, DMACC, and Jim Wolter, Heartland

Adjourned 6:15