

Des Moines Area Community College

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Board of Directors Meeting Minutes

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5-22-1984

### **Board of Directors Meeting Minutes (May 22, 1984)**

DMACC

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May 22, 1984  
Regular Meet.

DES MOINES AREA COMMUNITY COLLEGE  
Regular Board Meeting  
May 22, 1984  
Building 1 - Room 30 - Ankeny Campus

A G E N D A

1. Call to Order - 5:30 p.m.
2. Roll Call.
3. Consideration of Tentative Agenda.
4. Public Comments.
5. Consideration of Minutes of April 17, 1984, Public Hearing and April 17, 1984, Regular Meeting.
6. Consideration of Human Resources Report.
7. Consideration of 28E Agreement with the City of Carroll.
8. Consideration of 20-1/4 mill levy extension.
9. Consideration of specifications and form of contract for paving parking lot and perimeter drives on the Boone Campus, and establish June 19, 1984, 5:30 p.m., as the date for the public hearing on said project.
10. Establishment of June 8, 1984, 2:00 p.m., as date for receipt of bids for paving parking lot and perimeter drive, Boone Campus.
11. Consideration of insurance bids, effective July 1, 1984.
12. Consideration of listing student constructed house for sale, 521 N.E. 5th St., Ankeny, Iowa.
13. Consideration of listing student constructed house for sale, 2328 Ashwood Drive, Carroll, Iowa.
14. Consideration of start-up training programs.
15. Consideration of resolution providing that general property taxes levied and collected on the taxable business property where new jobs are created be paid to a special fund for payment of principal and interest on New Jobs Training Certificates.
16. Consideration of Affirmative Action Program.

17. Consideration of Payables.
18. Presentation of Financial Report.
19. Superintendent's Report.
20. Board Members' Reports.
21. Closed session for bargaining.
22. Information Items:
  - A. Director Elections, 1984 - Ray Clark, District II; Susan Clouser, District III (one year term); Eldon Leonard, District VI, and DeVere Bendixen, District IX. Nomination papers will be available the first part of June.
23. Future Agenda Items:
  - A. Board Policy Review
24. Adjournment.

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

REGULAR MEETING

22 MAY 1984

The regular meeting of the Des Moines Area Community College Board of Directors was held in Building 1, Room 30, of the Ankeny Campus, on May 22, 1984. The meeting was called to order by Board President Jasper Risdal at 5:30 p.m.

ROLL CALL

Members Present:

DeVere Bendixen  
Ray Clark (arrived at 5:33 p.m.)  
Susan Clouser  
Eldon Leonard  
Ted Nemmers  
Jasper Risdal  
Herbert Ritland  
Don Rowen (arrived at 5:37 p.m.)  
Douglas Shull (arrived at 5:33 p.m.)

Others Present:

Joseph A. Borgen, President  
Helen M. Minor, Board Secretary  
Don Zuck, Board Treasurer  
Various other DMACC staff and interested area residents

APPROVAL OF  
TENTATIVE AGENDA

A motion to approve the tentative agenda as presented was made by T. Nemmers; seconded by D. Bendixen.

Motion passed unanimously.

APPROVAL OF  
MINUTES

H. Ritland moved that the minutes of the April 17, 1984, public hearing, and the April 17, 1984, regular meeting be approved; seconded by T. Nemmers.

Motion passed unanimously.

APPROVAL OF HUMAN  
RESOURCES REPORT

T. Nemmers made a motion, which was seconded by D. Bendixen, for approval of the following personnel items:

Resignations

Burger, Christine, Instructor-Developmental Disabilities, Public and Human Services. Effective May 8, 1984.

Pio, Cynthia, Instructor-Psychology, Boone Campus. Effective May 8, 1984.

Sioson, Sonya, Instructor-Biology, Health Services and Sciences. Effective May 8, 1984.

HUMAN RESOURCES  
REPORT (cont.)

Resignations

Thieban, Patricia, Instructor-Office Occupations, Boone Campus. Effective July 31, 1984.

Moeckley, Eleanor, Instructor-Nursing, Boone Campus. Effective June 30, 1984.

Leave Without  
Pay

Young, Leone, Instructor-Dental Hygiene, Health Services and Sciences. From April 26 to August 31, 1984. Personal illness.

Motion passed unanimously.

DIRECTORS ARRIVE

Directors R. Clark and D. Shull arrived at 5:33 p.m. and Director D. Rowen arrived at 5:37 p.m.

APPROVAL OF 28E  
AGREEMENT WITH  
CITY OF CARROLL

*(NOTE: Carroll  
did not approve  
at their Council  
meeting.)*

It was moved by E. Leonard, seconded by R. Clark, that the Board adopt the resolution included as Attachment #1 to these minutes, approving joint public improvement agreement between Des Moines Area Community College and the City of Carroll, Iowa. The Agreement is included as Attachment #2 to these minutes.

Motion passed unanimously on a roll call vote.

APPROVAL OF 20-1/4  
MILL LEVY EXTEN-  
SION VOTE

It was moved by E. Leonard, seconded by D. Rowen, that the 20-1/4 mill plant fund levy extension be presented to the voters of the merged 11 county area at the regular school election September 11, 1984, and that the extension be for a period of ten (10) years (FY1985-86 through FY1994-95). A copy of the Proposed Plant Fund Levy is included with these minutes as Attachment #3.

Motion passed on a roll call vote; one nay vote.

MEETING DATES  
CHANGE

D. Rowen made a motion, which was seconded by D. Shull, that the regular Board Meetings be held on the third Tuesday of each month instead of the scheduled third Monday. The remainder of the 1984 scheduled meetings are as follows:

- June 19, 1984 - Ankeny
- July 17, 1984 - Ankeny
- August 21, 1984 - Carroll- St. Anthony's Hospital
- September 18, 1984 - Ankeny
- October 16, 1984 - Boone (organizational meeting)

Motion passed unanimously.

APPROVAL OF SPECIFICATIONS AND FORM OF CONTRACT-BOONE CAMPUS PARKING

R. Clark made a motion which was seconded by D. Shull, for the Board to approve the resolution included as Attachment #4 to these minutes which adopts the specifications and form of contract for paving the parking lot and perimeter drives on the Boone Campus, and that June 19, 1984, 5:30 p.m., be established as the date for the public hearing on said project.

Motion passed unanimously.

APPROVAL OF DATE FOR BID RECEIPT-BOONE CAMPUS PARKING

A motion for the Board of Directors to approve the resolution included as Attachment #5 to these minutes which establishes June 8, 1984, 2:00 p.m., as the date for receipt of bids for paving the parking lot and perimeter drives on the Boone Campus, was made by D. Shull; seconded by D. Rowen.

Motion passed unanimously.

APPROVAL OF INSURANCE BIDS, EFFECTIVE July 1, 1984.

E. Leonard moved, T. Nemmers seconded, that the following insurance bids be awarded to Kirke-Van Orsdel for a period of three years, effective July 1, 1984, and at a total premium of \$68,456.00:

<u>COVERAGE</u>	<u>ANNUAL PREMIUM</u>
Real and Personal Property: Per bid with \$1,000 deductible Plus flood and earthquake with \$2,500 deductible	\$17,824.00 499.00
Business Interruption	Included
Valuable Papers and Records	820.00
Grounds Maintenance Equipment	864.00
Boiler and Machinery Direct damage (\$2,500 deductible) Extra expense	3,442.00 213.00
Data Processing Equipment	3,381.00
Comprehensive Crime: Basic Computer Fraud (\$500,000 limit)	1,793.00 390.00
Comprehensive General Liability	16,550.00
Automobile Liability	12,325.00
Umbrella Excess Liability (\$20 million limit)	10,355.00

Motion passed unanimously.

Board of Directors Meeting

May 22, 1984

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INSURANCE BIDS  
(continued)

E. Leonard moved, D. Bendixen seconded, that Donaghy, Kempton, Albaugh Insurance Agency, Des Moines, Iowa, be awarded the insurance bid for Workers' Compensation, at an annual premium of \$22,003.00, for a period of three years, effective July 1, 1984.

Motion passed unanimously.

STUDENT CONSTRUCTED  
HOUSE LISTINGS

D. Rowen made a motion, T. Nemmers seconded, that the student constructed house located at 521 N.E. Fifth Street, Ankeny, Iowa, be listed for sale at a listing price of \$78,900.00; that figure to include a \$2,200.00 carpeting allowance.

Motion passed unanimously.

It was moved by H. Ritland, seconded by T. Nemmers, that the student constructed house located at 2328 Ashwood Drive, Carroll, Iowa, be listed for sale at a listing price of \$95,900.00; that figure to include a \$3,450.00 carpeting allowance.

Motion passed unanimously.

APPROVAL OF NEW  
JOBS TRAINING  
AGREEMENTS

E. Leonard moved, R. Clark seconded, that the Board adopt the resolutions approving new jobs training agreements with 1) Pearl River Chinese Food Manufacturing, Inc., (Attachment #6, Resolution and Agreement), and 2) Distinctive Printing and Packaging Company (Attachment #7).

Motion passed unanimously on a roll call vote.

APPROVAL OF STATE-  
MENT OF INTENT -  
HETTINGA, INC.

A motion was made by T. Nemmers, seconded by D. Shull, that the Board adopt the resolution approving statement of intent and providing that general property taxes levied and collected on the taxable business property where new jobs are created be paid to a special fund for payment of principal and interest on such certificates (Hettinga, Inc.). This resolution is included as Attachment #8 to these minutes.

Motion passed unanimously on a roll call vote.

APPROVAL OF AFFIRM-  
ATIVE ACTION  
PROGRAM

D. Rowen made a motion, E. Leonard seconded, that the Board approve the Affirmative Action Program, which is included with these minutes as Attachment #9.

Motion passed unanimously.

DIRECTOR NEMMERS  
LEAVES MEETING

Director T. Nemmers left the meeting at 6:27 p.m.



APPROVAL OF  
PAYABLES

A motion for approval of the payables as presented in Attachment #10 to these minutes was made by D. Bendixen; seconded by D. Rowen.

Motion passed unanimously.

PRESENTATION OF  
FINANCIAL REPORT

The Financial Report as included in Attachment #11 to these minutes, was presented by Board Treasurer, Don Zuck.

SUPERINTENDENT'S  
REPORT

President Borgen reported that a committee had been formed which would provide information to the community regarding the upcoming vote on the capital levy extension; that English instructor Owana McLester-Greenfield had received the Iowa Distinguished Teacher Award from the University of Iowa.

Owana Mc-Lester  
Greenfield  
Commendation

D. Rowen moved, R. Clark seconded, that Owana McLester-Greenfield be commended for receiving the aforementioned award, and that Dr. Borgen express the Board's pride to Ms. Greenfield for her accomplishment. A copy of this letter is Attachment #12 to these minutes.

Motion passed unanimously.

BOARD MEMBERS'  
REPORTS

R. Clark suggested a P.A. system be provided the musical groups at graduation exercises; that the College check into issuing graduates wallet size graduation certificates which would be convenient when looking for employment; and that he would not be seeking reelection this September.


CLOSED SESSION FOR  
BARGAINING

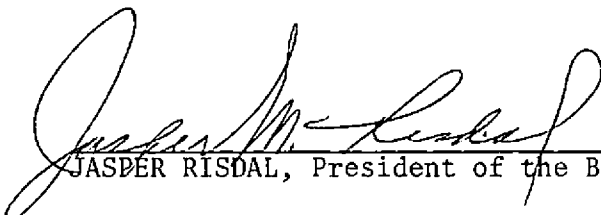
No closed session was held.

ADJOURNMENT

A motion for adjournment was made by E. Leonard, seconded by D. Rowen.

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

  
HELEN M. MINOR, Board Secretary

  
JASPER RISDAL, President of the Board

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The Board of Directors of Des Moines Area  
Community College.

Date of Meeting: May 22, 1984

Time of Meeting: 5:30 p.m.

Place of Meeting: Building 1, Room 30, Ankeny Campus,  
2006 S. Ankeny Boulevard, Ankeny, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned  
governmental body will meet at the date, time and place above  
set out. The tentative agenda for said meeting is as follows:

A Resolution Approving Joint Public Improvement Agreement  
Between Des Moines Area Community College and the  
City of Carroll, Iowa

Such additional matters as are set forth on the addi-  
tional two page(s) attached hereto.  
(number)

This notice is given at the direction of the President  
pursuant to Chapter 28A, Code of Iowa, and the local rules of  
said governmental body.



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

May 22, 1984

The Board of Directors of the Des Moines Area Community College met in regular/open session, at Building 1, Room 30, DMACC, 2006 S. Ankeny Boulevard, Ankeny, Iowa, at 5:30 o'clock P.M., on the above date. There were present President Jasper Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Ray Clark, Susan Clouser, Eldon Leonard,

Ted Nemmers, Herbert Ritland, Don Rowen, Douglas Shull

Absent: NONE

\* \* \* \* \*

Eldon Leonard introduced the following Resolution hereinafter set out entitled "A RESOLUTION APPROVING JOINT PUBLIC IMPROVEMENT AGREEMENT BETWEEN DES MOINES AREA COMMUNITY COLLEGE AND THE CITY OF CARROLL, IOWA" and moved its adoption.

Ray Clark seconded the motion to adopt. The roll was called and the following Directors voted:

AYES: D. Bendixen, R. Clark, S. Clouser, E. Leonard,  
T. Nemmers, J. Risdal, H. Ritland, D. Rowen,  
D. Shull

NAYS: None

Whereupon, the President of the Board declared the resolution duly adopted as follows:

A RESOLUTION APPROVING JOINT PUBLIC IMPROVEMENT  
AGREEMENT BETWEEN DES MOINES AREA COMMUNITY  
COLLEGE AND THE CITY OF CARROLL, IOWA

WHEREAS, the College is in need of additional facilities to be used for educational purposes in the City of Carroll, Iowa; and

WHEREAS, the College staff has made an investigation to determine what facilities are available in the general geographic area of the College's existing facilities in the City of Carroll to determine if all or part of facilities of other public agencies are available for rent or sharing; and

WHEREAS, the Carroll Recreation Center Facilities have been determined to be the best and most suitable facilities available to the College; and

WHEREAS, an Agreement has been negotiated between the College and the City of Carroll for the sharing of the Carroll Recreation Facilities as well as the construction by the College of an addition to the Carroll Recreation Center upon land to be made available by the City; and

WHEREAS, it is deemed necessary, advisable and in the best interest of the College that said Agreement be approved.

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

Section 1. That it is found and determined by this Board that the Carroll Recreation Center and site are the most suitable facilities available to the College in the general geographic area of the Carroll Campus and that there are no other suitable facilities available for rent or sharing.

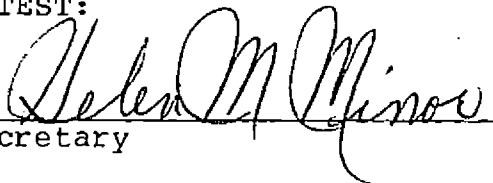
Section 2. That the Joint Public Improvement Agreement between Des Moines Area Community College and the City of Carroll, Iowa and the form thereof now before this Board is hereby approved and the President and Secretary are directed to execute the Agreement on behalf of the College.

PASSED AND APPROVED this 22 day of MAY,  
1984.

  
\_\_\_\_\_  
President

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Secretary

AS-1  
12-83

CERTIFICATE

STATE OF IOWA                    )  
                                      ) SS.  
COUNTY OF POLK                 )

I, the undersigned Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said School showing proceedings of the Board, and the same is a true and complete copy of the action taken by said Board with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 28A, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 22 day of  
MAY, 1984.

Helen M. Minor  
Secretary of the Board of  
Directors of the Des Moines Area  
Community College in the Counties  
of Adair, Audubon, Boone, Carroll,  
Cass, Clarke, Crawford, Dallas,  
Greene, Guthrie, Hamilton, Hardin,  
Jasper, Lucas, Madison, Mahaska,  
Marion, Marshall, Polk, Poweshiek,  
Shelby, Story and Warren, State of  
Iowa

JOINT PUBLIC IMPROVEMENT AGREEMENT

This Joint Public Improvement Agreement ("Agreement") is made and entered into, effective on the effective date herein provided, by and between the City of Carroll, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (the "City") and Des Moines Area Community College (Merged Area XI), a school corporation organized and existing under the laws of the State of Iowa (the "College") in consideration of the following terms and conditions.

WHEREAS, each party to this Agreement is designated as a public agency under Chapter 28E.2, Code of Iowa, 1983, for all purposes within the purview of Chapter 28E, Code of Iowa; and

WHEREAS, the City has space in the Carroll Recreation Center which may be made available for use by the College; and

WHEREAS, the City has land available southeast of the Carroll Recreation Center which may be made available to the College for construction and use as educational facilities; and

WHEREAS, the City may make said property available upon compliance with procedures outlined in the City Code of Iowa, 1983; and

WHEREAS, the College may sell, lease, exchange, give or grant and accept any interest in real property to, with or from any municipal corporation if the property is within the jurisdiction of both the College and the municipal corporation; and

WHEREAS, the parties believe that it is necessary and desirable to enter into an Agreement for the sharing of the facilities herein mentioned; and

WHEREAS, it is necessary in order to jointly undertake such a project that the parties enter into a written joint agreement pursuant to Iowa law;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANTS AND AGREEMENTS HEREINAFTER CONTAINED IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The College shall be entitled to the use of areas 1a, 1b, 1c, 1d, 1e, 2a, 2b and 2c on the attached sketch entitled "Carroll Recreation Center Building Zones". Rooms

1a and 1e shall be made available for use as a congregate meal site from 10:00 a.m. until 3:00 p.m. Monday through Friday, without charge.

2. The College shall assume all costs of remodeling areas which it is entitled to use and for remodeling and relocating Recreation Center offices of the City within area 4. The plans, specifications and costs of such remodeling shall be subject to approval by the City Council and the College Board of Directors.

3. The College shall pay all costs of operation and maintenance of areas it is entitled to use including but not limited to utilities, building and equipment maintenance. The City shall keep the Recreation Center property continuously insured against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage", endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. The College shall be responsible for its pro rata share of the insurance premium as determined by the administrators of this agreement as provided in paragraph 11 hereof.

4. The City shall retain control of and responsibility for areas 3a, 3b and 3c. The College shall reimburse the City for 50% of all costs of operation and maintenance related to said areas and shall be granted use of these areas 182 days per year. Scheduling of use of these areas shall be arranged by the administrators of this agreement as provided in paragraph 11 hereof.

5. The land in area A on the attached sketch shall be made available to the College for construction of educational facilities. The City shall retain ownership of the land. Building additions will be constructed, owned, maintained and operated by the College. Additions shall conform to the design of the existing building and all plans are subject to review and approval by the City Council and the College Board of Directors. Construction of building additions shall be by contract and undertaken in accordance with the Iowa laws relating to public hearing and letting.

6. An "Annual Operational Agreement" shall be negotiated each January setting forth but not limited to the matters of scheduling, building insurance, and school vehicle parking. It is understood that reasonable availability of the Carroll Recreation Center to groups currently using the facilities shall be maintained whenever possible.



7. Student parking shall be restricted to the area northeast of the Carroll Recreation Center.

8. All facilities owned by the City and used by the College shall be maintained by the College in the state of repair that existed on the effective date of this Agreement subject to normal wear and tear.

9. This Agreement may be amended by written amendment upon approval of the City Council and the College Board of Directors.

10. Disputes between the parties regarding any terms of this Agreement shall be settled by an arbitrator to be selected by the administrators of this Agreement.

11. The administration of this Agreement, including the negotiation of the Annual Operational Agreement, shall be undertaken by the City Manager or his representative and the President of the College or his representative.

12. If the College in its sole discretion elects to discontinue use of the addition which may be constructed by it under this Agreement, disposal of the building addition shall be accomplished as follows:

- a. The College may sell the addition to the City at a mutually agreed upon price; or
- b. The College may allow the City, at its option, to use the addition at no rental cost to the City. The City would be responsible for all maintenance, upkeep, and operational costs under this option. The College would have the option to reoccupy the addition six months after written notification to the City.
- c. Both parties may sublease the addition, during their respective period of use of the addition, to a mutually agreed upon third party.

13. Nothing in this Agreement shall be construed to relieve the College or the City of any obligation or responsibility imposed upon it by law.

14. This Agreement shall be binding until terminated by mutual agreement of the parties.

15. The parties shall approve this Agreement by resolution, which resolution shall authorize the President and Secretary of the College Board of Directors and the Mayor and City Clerk of the City to execute this Agreement.

16. When this Agreement has been approved by the parties it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Section 28E.8, Code of Iowa, 1983, as amended.

17. When this Agreement has been filed with the Secretary of State of the State of Iowa, it shall be recorded in the office of the Recorder of each county in which either party is located in accordance with the provisions of Section 28E.8, Code of Iowa, 1983, as amended.

18. This Agreement shall be effective from and after the date on which it is recorded and filed as herein provided.

19. The termination of this Agreement shall not relieve either party of any obligations or liabilities accrued to the effective date of such termination.

20. This Agreement contains the entire agreement between the parties and may not be changed except by an amendment in writing approved by the City Council and College Board of Directors.

IN WITNESS WHEREOF, the City of Carroll, Iowa has caused this Agreement to be approved by resolution of its City Council and executed in five counterparts, each of which shall be considered an original, this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

CITY OF CARROLL, IOWA

(SEAL)

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

*NOTE - Original sent to Carroll 5-30-84 they made some changes + then did not approve at Council Meeting.*


IN WITNESS WHEREOF, Des Moines Area Community College has caused this Agreement to be approved by resolution of its Board of Directors and executed in five counterparts, each of which shall be considered an original, this 22 day of May, 1984.

DES-MOINES AREA COMMUNITY COLLEGE

  
\_\_\_\_\_  
President of the Board of  
Directors

(SEAL)

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of  
Directors

DES MOINES AREA COMMUNITY COLLEGE

PROPOSED PLANT FUND LEVY

Fiscal Years '85-'86 thru '94-'95

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RATIONALE  
FOR  
EXTENSION OF PLANT FUND LEVY

The present capital improvements levy will end in 1984-85. All of the funds generated by that levy have been fully committed. Over the next ten years the college will have a need for further capital expenditures which can be financed only through an extension of the plant fund levy. These needed expenditures fall basically into the following categories:

1. Replacement of Equipment

Since FY 1982, the college has essentially been without any funds for equipment replacement. As equipment is used beyond its normal life span, maintenance costs increase drastically and more frequent breakdowns reduce student access to the equipment. Even more important, the quality of students' learning experience is reduced due to out-of-date equipment. We are now in the third year without funds for equipment replacement. Overcoming this deficit is critical to maintaining the quality of our career programs, and there appears to be little relief from the problem other than the expenditures of capital funds.

2. Technical Update of Equipment

It is not appropriate for the college to simply replace present equipment. In this age of rapid technological change, new types of equipment are finding quick acceptance in almost every field. It is essential that students be able to gain experience on state-of-the-art equipment if they are to acquire the skills and understandings necessary to become effective, productive employees.

3. Renovation and Repair of Existing Buildings and Sites

Several of our buildings have reached an age where major repairs and renovation will be necessary if we are to properly maintain them, and a number of others will reach this point over the next ten years. Seven buildings are now fifteen years old. A partial list of items requiring attention during the next ten years includes:

- Roof replacement
- Carpet replacement
- Painting
- Parking lot repairs
- Doors

4. Building Equipment

The building equipment is in the same situation as described in item number 3 above. A partial list includes:

Heating pumps and units	Ventilation systems
Cooling towers	Transformers
Air conditioners	Boilers and chillers
Telephone Switch Gear	Electrical switching gear
Motors and fans	Update energy management systems

5. Boone Campus Lease

The Boone Campus lease extends two years beyond our current plant fund levy. These final two payments total \$150,000.

6. Construction of Des Moines Urban Campus Expansion

From fiscal 1980 to fiscal 1983, Urban Campus enrollment has grown by almost 50%. Adequate space has become a concern, and the potential for further growth beyond the capacity of the building certainly exists. It is proposed that 30,000 square feet be constructed to accommodate further enrollment growth in the central city area.

7. Carroll Facility

Under the existing three-year levy, \$550,000 has been allocated for construction of a facility in Carroll. Adding an additional \$1,000,000 would permit construction of a 20,000 square foot facility at this location - a size which appears reasonable for the enrollment potential of this area.

8. Replace Ankeny Campus Temporary Buildings

These "temporary" buildings are already approximately fifteen years old. Operating costs are, and will continue to be, higher than for our other buildings.

9. Site Improvements

This would provide for some parking lot expansion to handle enrollment growth and for completion of the Ankeny Campus master landscaping plan as well as needed improvements on other campus sites.

The total estimated-cost of these capital improvements is \$23,824,000. Utilizing fiscal year 1984 property valuations, this amount could be raised by a ten year extension of the plant fund levy.

DES MOINES AREA COMMUNITY COLLEGE

Summary - Proposed Plant Fund Levy

FISCAL YEAR

NEEDS	85-86	86-87	87-88	88-89	89-90	90-91	91-92	92-93	93-94	94-95	TOTAL
1. Replacement of equipment	406,000	746,000	1,346,000	1,094,000	823,000	1,097,000	388,000	---	---	---	\$ 5,900,000
2. Purchase of technical update equipment	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	400,000	4,000,000
3. Renovation and repair of existing buildings and sites	250,000	345,000	305,000	195,000	140,000	95,000	220,000	195,000	150,000	220,000	2,115,000
4. Building Equipment	382,000	151,000	145,000	145,000	205,000	95,000	65,000	84,000	60,000	55,000	1,387,000
5. Boone Campus lease	74,000	76,000	---	---	---	---	---	---	---	---	150,000
6. Construction of Des Moines Urban Campus Expansion	---	3,000,000	---	---	---	---	---	---	---	---	3,000,000
7. Construction at proposed Carroll facility to increase size to 20,000 sq. ft.	1,000,000	---	---	---	---	---	---	---	---	---	1,000,000
8. Construction to replace Ankeny Campus temporary buildings	---	---	---	---	---	---	---	---	2,000,000	3,772,000	5,772,000
9. Site Improvements-Ankeny Urban, Boone Campuses	---	---	250,000	250,000	---	---	---	---	---	---	500,000
<b>TOTALS</b>	<b>2,512,000</b>	<b>4,718,000</b>	<b>2,446,000</b>	<b>2,084,000</b>	<b>1,568,000</b>	<b>1,687,000</b>	<b>1,073,000</b>	<b>679,000</b>	<b>2,610,000</b>	<b>4,447,000</b>	<b>\$ 23,824,000</b>

NOTES:

1. All above costs are based upon FY '83-'84 costs and are projected thru the 10 year levy period.
2. The FY '83-'84 property valuations will yield \$23,824,000 @ 20 1/4¢ per \$1,000 valuation for the 10 year period
3. See appendix for additional detail concerning the above needs.

APPENDIX A  
PROPOSED PLANT FUND LEVY

Appendix A lists sample of both existing equipment needing replacement and new equipment needed for technical updating of the instructional program offerings.



APPENDIX A  
PROPOSED PLANT FUND LEVY

Listed below are highlights from the sample items listed on the following pages:

Business/Management

- Major expansion of microcomputers in most program areas.
- High technology office concept needs to be expanded at the Ankeny campus. Major expansions of this concept need to be implemented at Boone and Urban campuses with word processors and other technology substantially expanded.
- A new computer terminal lab is needed at the Urban campus.
- Hospitality career labs need a major updating.
- A regular, scheduled program of replacement for typewriters, calculating machines, and transcribers should be implemented.

Industrial and Technical Occupations

- Major expenditures are required since programs are equipment intensive and have generally not been updated for several years.
- In many cases, DMACC's program is the only one in the area or state which provides the specialized facility for training in an occupational area.
- Several programs (high-tech electronics, machine trades and drafting) have high-tech characteristics and experience rapid obsolescence as the occupations respond to new technology transfer.

Instructional Support Services

- Classroom media equipment is in need of replacement.
- The computer literacy institute will require a continuing commitment to insure that the college can respond to the needs of staff, students, and the community in this high-demand area.
- Additional media production (TV) equipment is needed.
- Our library services require additional automation for effectiveness and efficiency.

Career Development

- Major expenditures on microcomputers and software for expanded services to a wide range of student applications are required to address the needs of our large student population.

Health Services and Sciences

- A regular replacement program for microscopes and balances is essential since these delicate instruments receive high usage and are easily damaged.
- Specialized health programs need to acquire state-of-the-art equipment which students find in the hospitals and clinics where they will be employed.

Public and Human Services

- A language lab must be established to allow the college to expand its capability to respond to the increasing demand for foreign language instruction.
- The child care programs require equipment which has been worn out from heavy usage by the children in the lab programs.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 5, 1984

CAMPUS/DEPT: Business/Management - Ankeny

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Hospitality Careers	Refrigerators, steamers, kettles, miscellaneous equipment	\$ 180,000	This area has received minimal support during the past 10 years. Much of the instructional equipment is on the verge of obsolescence.
Agri-Business	Microcomputers/software	\$ 6,000	The calculators used in this program are obsolete. The elevators where students obtain employment are using microcomputers.
Marketing	24 Electronic typewriters	\$ 19,000	Most purchased in this program was purchased 10-15 years ago. It is worn out and needs to be replaced.
	1 Videotape/cassette unit/camera		
	5 Mannequins		
Accounting	48 Desk-top calculators	\$ 14,400	Employers ask that students have skill on the calculator. Our current machines were purchased 10/12 years ago and are worn out.
Office Occupations	36 Electronic typewriters	\$ 38,400	All of this equipment is at least 8 years old. Because of extensive use it is in need of replacement.
	42 Transcribers		
	30 Printing Calculators		

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 11, 1984

CAMPUS/DEPT: Business/Management

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Accounting	Microcomputer lab/printing calculators	\$ 75,000	Accounting instructional materials and work applications are moving toward microcomputers. A micro-lab is needed to support this program.  Additional printing calculators are also required to maintain existing labs.
Office Occupations	Word processing/microcomputers	\$ 150,000	The college needs to continue its commitment to the office of the future concept by completing the transition to word processing equipment and microcomputers. This reflects the changes which are rapidly occurring in the office where our graduates go to work.
Hospitality Careers	Develop a food lab and equipment to support it.	\$ 75,000	Expanded enrollments and increased demands on the current kitchen by other institutional needs make an additional instructional lab a necessity.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 9, 1984

CAMPUS/DEPT: Boone Campus

Replacement Equipment Needs "R"

Technical Update Equipment "U"

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Humanities/Drama	"U" Video Disc Player	\$ 200	To allow department to use free available video discs
Nursing/Associate	"U" I.V. Pump	\$ 500	Lab practice
	Audio Visual Materials	250	Assist Instruction
	"R"		
	IBM Correcting Selectric Typewriter	800	
	Duplicating Machine	800	
Nursing/Practical	Hospital Beds	600	
	"U"		
	Audio Visual Aids & Computer discs	250	Assist Instruction
Bookeeping/Accounting	"R"		
	30 Monroe 4 function Calculators no readout #2715	\$ 6,000	Present machines are worn out. Not enough workable for entire class.
Office Occupations	"R"		
	48 Secretarial Chairs	\$ 4,500	Replace breaking chairs
	20 Calculators	4,000	Replace old equipment
	20 Dictaphones	4,750	Replace old equipment
	"R" and "U"		
Dean's Office (Administrative Office)	4 Word Processing Stations	\$ 8,400	Replace and update old equipment
	18 Electronic Typewriters	8,000	
	"R"		
	Printing Machine (Mimeo type)	\$ 3,000	Replace outdated model save maintenance costs
	"R" and "U"		
Dean's Office (Administrative Office)	Word Processing Typewriter	\$ 4,200	Replace old equipment
	2 Correcting Typewriters	2,000	Update for efficiency
	"U"		
	Printer for CRT	\$ 5,300	Necessary for student records area

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 9, 1984

CAMPUS/DEPT: Boone Campus

Replacement Equipment Needs "R"

Technical Update Equipment "U"

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Learning Resources/ Library	"U" CRT	\$ 1,500	Access student records to collect fines, etc.
	Book Truck	130	Improve processing of materials
	Lens covers for cameras (4)	25	
	Overhead Projectors (2)	650	Increased classes & number of instruc- tors has made a shortage of these items
	16mm Projector	1,300	
	"R" and "U" Typewriter (electronic with memory)	1,500	Improve technical processing of materials
	"R" Cassette players and headphones (6)	360	Replace worn out equipment
	Record Player (stereophonic)	200	Replace worn out equipment
Physical Plant/ Communications	"R" and "U" Telephone system in Main Building and Gymnasium	5,000	Update telephone system <u>necessary</u> for efficient operation

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984.

CAMPUS/DEPT: Ankeny, Career Development

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Career Development	Microcomputers, related equipment, and software package for: <ol style="list-style-type: none"> <li>1. Academic advising</li> <li>2. Career planning</li> <li>3. Research</li> <li>4. Follow up</li> <li>5. Placement</li> <li>6. Financial aid planning</li> <li>7. Developmental studies</li> <li>8. Course selection</li> <li>9. Course placement</li> <li>10. Graduation analysis</li> <li>11. Resume assistance</li> <li>12. Educational planning</li> </ol>	\$ 25,000 to 30,000	<p>Des Moines Area Community College appears to be a number of years behind in computer support services for students.</p> <p>Much of the role of student personnel workers seem to be information giving which could be done with the aid of data processing.</p> <p>Much of our work could be extremely streamlined with the aid of computers and related equipment.</p>

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 13, 1984

CAMPUS/DEPT: Ankeny

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Student Health	Digital Sphygmomanometer	\$ 150	improved accuracy
	Patient Beds	2,000	Provide safer transfer of handicapped and injured individuals with adjustable height and positioning. Also side rails to prevent injury during periods of unresponsiveness.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 13, 1984

CAMPUS/DEPT: Ankeny

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Learning Center	Caramate (Bell Howell, Ring Master II, Model 820, amt. 2)	\$ 1,330	
	Tape Recorders (Bell Howell, 3169A)	1,335	
	Telex 510 Headphones	200	
	Contained Readers	7,748	
	Software (30 filmstrips + 3 books)	360	
	Overhead Projector	399	
	Dukane	440	
	AC/DC Tapes	738	
	Chemistry Tapes	200	
	Typewriters	2,000	
	Calculators	1,600	
	Stopwatches	250	
	Time Clock	230	
	Time Clock ribbon	20	
Desk & Typing Stand	600		
Zenith/Health Kit (Electronic Components)	75		
	TOTAL	\$ 29,205	



APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 13, 1984

CAMPUS/DEPT: Ankeny

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Learning Center	Videotape, Monitor, Recorder(1)	\$ 1,000	To be used as a new mode of instruction.
	Computer Printer/Software	10,680	To expand computer course work.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 15, 1984

CAMPUS/DEPT: Carroll Attendance Center

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Automechanics	Engine analyzer, balancer, used pickup truck, misc. shop equipment.	\$ 13,500	Needed to replace worn out equipment
Nursing	Blood pressure simulator, stethoscopes and models.	\$ 1,000	Needed to replace worn out equipment
Instructional Support	Microcomputer and copy machine	\$ 3,000	Needed to replace worn out equipment

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 10, 1984

CAMPUS/DEPT: Health Services and Sciences

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Health Cont. Ed.	6 Resusc Anne @ \$1,100	\$ 6,600	Replacement Equipment
Health Cont. Ed.	1 Antishock Pants @ \$390	390	Replacement Equipment
Medical Assistant	1 Bio-Dynamics M-430 Analyzer	8,900	Replacement Equipment
Medical Assistant	1 Synbron-Ritter Autoclave	1,500	Replacement Equipment
Practical Nursing	2 Intramuscular Injection Models @ \$300	600	Replacement Equipment
Practical Nursing	Blood Pressure Equipment	240	Replacement Equipment
Associate Degree Nursing	2 Hospital Mannequins @ \$800	1,600	Replacement Equipment
Dental Hygiene	Automatic X-ray Processor, Phillips 810	3,680	Replacement Equipment
Biology	Incubator	3,000	Replacement Equipment
Biology	Ophthalmoscopes	500	Replacement Equipment
Biology	Heavy Duty Lab Cart	250	Replacement Equipment
Biology	Human Skull	200	Replacement Equipment
Biology	Microscopes	50,000 or 10,000/year	Replacement Equipment
Biology	Dissection Microscopes	10,000 or 2,000/year	Replacement Equipment
Chemistry	Rheostats	1,200	Replacement Equipment
Chemistry	pH Meters	1,400	Replacement Equipment
Chemistry	Ice Machine	1,500	Replacement Equipment
Chemistry	Top Loading Balances	15,000 or 3,000/year	Replacement Equipment

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 10, 1984

CAMPUS/DEPT: Health Services and Sciences

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Commercial Horticulture	Agri-Meter	\$ 142	Technical Update
Commercial Horticulture	Bobcat Front End Loader	7,500	Technical Update
Commercial Horticulture	Vandana Seeder	1,484	Technical Update
Commercial Horticulture	Presto Tek pH Meter	220	Technical Update
Commercial Horticulture	Conductivity Meter	220	Technical Update
Biology	Anatomical Models	1,000	Technical Update
Biology	Zoological Specimen Cabinet	900	Technical Update
Biology	Spotting Scope with Tripod	300	Technical Update
Physics	4 Current Balances @ \$400	1,600	Technical Update
Chemistry	Centrifuges	3,200	Technical Update
Chemistry	Conductivity Meter	550	Technical Update
Health Cont. Ed.	4 Torso Anne @ \$435	1,740	Technical Update
Health Cont. Ed.	4 Resusc Baby @ \$310	1,240	Technical Update
Health Cont. Ed.	3 Anbu Breathing Equipment @ \$105	315	Technical Update
Respiratory Therapy	Respiratory Sound Simulator	8,500	Technical Update
Respiratory Therapy	Harlake Humidifier	700	Technical Update
Respiratory Therapy	Polarographic Oxygen Analyzer	400	Technical Update
Dental Hyglence	Nitrous Oxide Unit	5,500	Technical Update
Dental Assistant	Hellomat-Multi Function Light Cured System	795	Technical Update
Dental Assistant	2 Wehmer Model Trimmers @ \$825	1,650	Technical Update
Dental Assistant	Vacuum Forming Machine	600	Technical Update
Dental Assistant	2 Lathes with Vacuum Source @ \$500	1,000	Technical Update
Dental Assistant	6 Allignators @ \$230	1,380	Technical Update
Commercial Horticulture	Hood and Filter System	3,500	Technical Update
Commercial Horticulture	2 LPS Lamps @ \$250	500	Technical Update
Commercial Horticulture	Digital Thermometer	108	Technical Update

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984

CAMPUS/DEPT: Industrial and Technical

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Ag Equipment Tech	Tractors, tillage, planting and harvesting	\$ 400,000	Replacement and technical update equipment needed to keep the learning activities on par with the industry. Electronic, hydraulic and pneumatic controls and systems must be taught as a part of the machinery that our graduates will be required to troubleshoot, diagnose and repair. Late model harvesting equipment would cost approximately \$80,000-100,000. Late model tractors will cost approximately \$50,000-80,000.
Auto Mechanic	Brake lathe, transmission and front wheel drive test equipment, engine test equipment, high pressure washer, floor and transmission jacks, engine stands, engine machining equipment, late model vehicles.	\$ 350,000	Replacement and technical update equipment to meet current technology. Electronic components and front wheel drive vehicles have changed the dimensions of the industry. Automotive technology is changing so fast that many systems two years old are obsolete. Currently, so much equipment has been disassembled and reassembled that it is worn out.
Auto Collision Repair	Unit alignment and accessories, MIG welders, spray guns, sanders, power accessories and floor jacks.	\$ 80,000	Replacement and technical update equipment. Utilized constructed vehicles require alignment accuracy to within .030 inch. Reference points for correct alignment can be accomplished by using specialized equipment designed for vehicles without a frame. Welders, jacks, spray guns, and sanders are 8-10 years old and repair parts are costing more than the equipment is worth.
Building Trades	Electric portable hand tools, table saw, surfacer, jointer, pickup truck, tires for tractors.	\$ 25,000	Replacement equipment. Equipment that is worn out from the day to day use.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984

CAMPUS/DEPT: Industrial and Technical

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Commercial Art	Tables, storage units, photographic equipment, computer graphic systems.	\$ 180,000	Replacement and technical updating. Approximately \$8,000 is needed for each of the next 5 years to replace tables lamps and chairs that students use on a daily basis in the commercial art lab. Currently about \$6,000 is needed to replace art reproduction equipment. To meet the needs of the commercial art labor market our students need to develop skills in computer activated equipment. The profession is reflecting computer design, typesetting, etc. Equipment needed to meet this need will cost approximately \$140-150,000.
Conditioned Air	Cooling system compressors, heating units, test equipment, electronic and pneumatic controlled systems for activating heating and cooling units.	\$ 30,000	Replacement and technical update. Compressors that are 12-15 years old are obsolete and worn out. Heating units to replace worn out units and state-of-the art units are needed to provide students with activities that reflect current technology. Electronic and pneumatic test equipment is needed to trouble shoot and diagnose malfunctions in modern equipment. A high efficiency heating unit must be obtained and included as a part of the required learning activities.
	Alternative energy sources and energy management equipment	\$ 150,000	New technological equipment. An expansion of the program to include this new area of labor needs. Skilled technicians are needed to service and repair units in facilities and buildings that have heating and cooling systems developed in the last five years.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984

CAMPUS/DEPT: Industrial and Technical

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Diesel Mechanics	Engines, transmissions, tractors with blade, motor grader, truck tractor test equipment, floor jacks, fuel injection systems, pump stands, hydraulic/pneumatic trainers.	\$ 450,000	Replacement and technical update equipment. Many pieces of equipment in the Diesel Program are 20-40 years old. It has been disassembled and assembled so many times it is actually worn out from this kind of instructional activity. Some of the replacement items could be used or reconditioned. To meet the needs of the heavy equipment industry movement to electronic, hydraulic or pneumatically controlled system a considerable amount of sophisticated equipment is needed. Testing, diagnosis, trouble shooting, and repair involves equipment that high technology. On annual basis \$90,000 is needed in Diesel Mechanics.
Electronic Maintenance	Scopes, testing units, monitors, video cassette recorders, video disc	\$ 25,000	Replacement and technical update equipment. Because of the disassembly assembly, troubleshooting and problem diagnosis, monitors and video cassette
High Technology	Microtrainers, microprocessors, computers, hydraulic/pneumatic trainers, process control units, programmable logic controllers scopes, meters, biomedical equipment, telecommunications	\$ 400,000	Replacement and equipment for current technology. Electronics is the current method of controlling and processing equipment. The electronic program strives to maintain state-of-the art instructional activities that meet the needs of the labor market. The projected requirements in robotics, telecommunications, biomedical and computer technology will require an annual expenditure of \$80,000 to meet the changes in the industry.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984

CAMPUS/DEPT: Industrial and Technical

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Drafting- Architectural and Machine	Drawing tables with machines, CAD system and reproduction equipment.	\$ 250,000	Replacement and technical updating equipment. On an annual basis 5-6 drawing tables with machines and accessories should be replaced at an estimated cost of \$1,000 each. Drawing and design is commonly done on systems that are computer controlled. Knowledge of operations with skill to perform on CAD systems is essential to our drawing students. All aspects from design to repetitious drawings and calculations of loads, stress and configurations are expected of our program graduates. An estimated annual cost of this equipment is \$45,000.
Printing	Presses, cameras, photo composi- tion and bindery equipment	\$ 200,000	Replacement and technical update equip- ment. The printing industry is rapidly changing to meet changes necessary to be competitive. Electronic controls and microprocessors are common in printing equipment. So our students have the skills to perform in the trade, tech- nical update equipment is needed, i.e. photo composition equipment @ \$80,000. The 12 presses in the program are from 4-18 years old. Replacement of two on an annual basis - approximately \$30,000 is needed.
Telecommunications	Digital switch for long distance lines, testing board for circuits and trunks, digital key systems, meters, scopes.	\$ 150,000	Replacement and technical update equip- ment scopes and meters typically will wear out every 4-5 years. The replace- ment costs will be approximately \$2,000 annually. To meet the needs of the state-of-the-art communication tech- nology, solid state transmission equip- ment must be available for our students. Switches, test equipment and systems will be needed at an annual cost of approxi- mately \$28,000.



APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 6, 1984

CAMPUS/DEPT: Industrial and Technical

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Tool and Die	Lathes, mills, electronic discharge machines and computer numerical controlled machining centers.	\$ 800,000	Replacement and technical updating equipment. Existing lathes and milling machines range in age from 5 to 40 years old. At least 2 of each should be replaced on an annual basis for the 5 years. The estimated annual cost would be \$70,000. Computer numerical controlled machining equipment is commonplace in manufacturing. Therefore on an annual basis at least one CNC machining piece of equipment should be purchased, i.e. mills, grinders, EDM, lathes, etc. \$80-100,000 is the range of cost for this equipment.
Upholstery	Sewing machines, glue and staple guns, foam shredder.	\$ 15,000	Replacement equipment. On an annual basis approximately \$3,000 is needed to replace worn out equipment. The cost of maintenance is rapidly approaching the value of the equipment.
Welding	Welding power sources, control units, feeder systems, cutting units, air compressors	\$ 52,000	Replacement and technical updating. Standard updating. Standard welding units (SMAW, GMAW, GTAW) range in age from 6-15 years old. Constant student use requires a replacement cycle every 5 to 8 years. On an annual basis, five units should be replaced to maintain acceptable welding units. The estimated cost would be \$7,500. To maintain equipment that reflects the state-of-the-art welding processes and equipment an estimated cost of \$3,000 is needed annually.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 15, 1984

CAMPUS/DEPT: Instructional Administration

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Instructional Administration	Microcomputers	\$ 60,000	Provide support for deans to increase their productivity and managerial effectiveness.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 18, 1984

CAMPUS/DEPT: Instructional Support Services - Ankeny Campus

Replacement Equipment Needs "R"

Technical Update Equipment "U"

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Media Delivery	"R" Replace delivery van	\$ 5,000	Current equipment is obsolete or worn out.
	"R" Replace miscellaneous media equipment	\$ 10,000	
TV Studio	"U" Update current television production equipment	\$ 20,000	Much equipment still needs to be updated in addition to that replaced with new equipment during the past two years.
Library	"U" Microfiche and video recording equipment	\$ 10,000	Each of these items is required to improve the efficiency and service of the library.
	"U" OCLC on-line microcomputer for cataloging and reference analysis	\$ 10,000	
Computer Literacy Institute	"U" Purchase and replacement of hardware and software	\$ 250,000	Rapid technological change in this area will require a major annual expenditure to maintain service to students, staff, and employers in our area.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 13, 1984

CAMPUS/DEPT: Public and Human Services

- Replacement Equipment Needs  
 Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Communications/ Humanities	Language Lab Equipment (for foreign languages - Spanish, French, German)	\$ 18,000	
Public and Human Services	Word Processing Equipment	4,000	
Social/Behavioral Sciences	3 Microcomputer/printers (for Psychology and Legal Assistant staff)	12,000	

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 16, 1984

CAMPUS/DEPT: Public and Human Services

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Child Development	2 Tumbling Mats (replacement)	\$ 400	
	4 Institutional Trikes (replacement)	600	
	Dukane Filmstrip Projector	400	
	Apple Computer System	3,500	
	2 File Cabinets	500	
	Selectric Typewriter	1,400	

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 15, 1984

CAMPUS/DEPT: Urban

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Office Occupations	Typewriters, transcribers, microcomputers, software, photo typesetting/printing equipment, micrographics/records equipment, word processors, audio-visual equipment.	\$ 792,000	This equipment would support the proposed high technology office facility in the expanded Urban Campus facility.
Data Processing	Equip a computer terminal lab.	96,000	Provide terminals and related equipment for a computer lab.

APPENDIX A

PROPOSED PLANT FUND LEVY

DATE: January 15, 1984

CAMPUS/DEPT: Urban Campus

Replacement Equipment Needs

Technical Update Equipment

PROGRAM/AREA	SAMPLE ITEMS	ESTIMATED COST	COMMENTS
Sciences	Purchase miscellaneous items to replace outdated equipment	\$ 10,000	Equipment is worn out based on extensive use.
Media Services	Miscellaneous media items - overhead projectors, video tape players, motion picture projectors, tape players	7,000	Items are worn out

APPENDIX B

PROPOSED PLANT FUND LEVY

Renovation and Repair of Existing Buildings and Sites

Building Equipment Replacement

FY'85-'86

Grounds:

Resurface Lots H and N	\$ 30,000
Campus Drainage	20,000

Items by Building:

Roof Replacement - 7	85,000
Painting - 6 and 7	20,000
Carpet - 6	15,000
Roof Top Units - 20	42,000
Boilers - 11	10,000
Domestic Hot Water Tank - 7	5,000
Cut Off Valves	25,000
Pneumatic Control and EMS	50,000
Door Replacement and Vestibules	10,000
Boone Gym Roof	70,000
Telephone Switch Gear	250,000

TOTAL \$632,000

FY'86-'87

Grounds:

Reseal and repair Lots J and B	\$ 30,000
Campus Drainage	20,000

Items by Building:

Roof Replacement - 2	100,000
Painting - 8 and 9	40,000
Carpet	15,000
Roof Tops - 14	30,000
Structural Panels - 14	50,000
Air Handling, Motors, Coils, etc.	20,000
Transformers	10,000
Door Replacement	10,000
Valves	16,000
Pneumatic Controls and EMS	75,000
Boone Parking Lot	80,000

TOTAL \$496,000



APPENDIX B

PROPOSED PLANT FUND LEVY

Renovation and Repair of Existing Buildings and Sites

Building Equipment Replacement

Page 2

FY'87-'88

Grounds:

Resurface Lots A and D	\$ 25,000
Campus Drainage	10,000

Items by Building:

Roof Replacement - 14	50,000
Painting - 2 and 5	40,000
Carpet - 4 and 5	20,000
Structural Panels - 14, 15, 16	30,000
Air Handling Units, Motors, Coils, etc.	20,000
Underground Piping	60,000
Boiler Repair - 11	10,000
Cooling Tower - 11	5,000
Chillers - 3	35,000
Door Replacement	10,000
Pneumatic Controls and EMS Update	75,000
Boone Auditorium Roof	60,000

TOTAL \$450,000

FY'88-'89

Grounds:

Reseal and repair Lots K and E	\$ 25,000
Water Control	10,000

Items by Building:

Roof Replacement - 15 and 16	50,000
Painting - 1 and 4	50,000
Carpet/Floor Covering	15,000
Roof Tops Unit - 15	25,000
Structural Panels - 17 and 18	20,000
Air Handling, Motors, Coils, etc.	20,000
Underground Piping	25,000
Pneumatic Controls and EMS	60,000
Boone Boiler	40,000

TOTAL \$340,000

APPENDIX B

PROPOSED PLANT FUND LEVY

Renovation and Repair of Existing Buildings and Sites

Building Equipment Replacement

Page 3

FY'89-'90

Grounds:

Resurface Lots L \$ 25,000

Items by Building:

Painting - 13	40,000
Carpet/Floor Covering	15,000
Roof Top Units -16	25,000
Air Handling Units, Motors, Pumps, etc.	25,000
Underground Piping Valves	60,000
Chillers - 11	30,000
Boilers	25,000
Cooling Towers	15,000
Pneumatic Controls	70,000
Chiller - Boone	15,000

TOTAL \$345,000

FY'90-'91

Grounds:

Reseal Lot P \$ 10,000

Items by Building:

Roof Replacement - 12	40,000
Painting 12	10,000
Air Handling, Motors, Pumps, etc.	40,000
Chiller - 11	15,000
Underground Piping	25,000
Pneumatic Controls	25,000
Chiller - Urban	15,000

TOTAL \$190,000

APPENDIX B

PROPOSED PLANT FUND LEVY

Renovation and Repair of Existing Buildings and Sites

Building Equipment Replacement

Page 4

FY'91-192

Grounds:

Resurface Lots M	\$ 15,000
Main Roadway Repair	20,000

Items by Building:

Roof Replacement - 3 and 11	50,000
Painting - 10	25,000
Carpet/Floor Covering	20,000
Domestic Hot Water Tanks	20,000
Repair AC Unit - 1	5,000
Underground Piping and Valves	40,000
Air Handling Units, Pumps, Motors, etc.	40,000
Exterior Maintenance, Soffits, Doors Windows, Painting and Caulking	50,000

TOTAL	\$285,000
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FY'92-193

Grounds:

Reseal Lot F	\$ 10,000
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Items by Building:

Roof Replacement - 13	75,000
Painting - 7	20,000
Floor Covering	15,000
Exterior Caulking, Painting, etc.	25,000
Cooling Tower - 3	20,000
Underground Piping	30,000
Air Handling Units, Motors, Pumps, etc.	32,000
Valves and Coils	15,000
Door Replacement	20,000
Pneumatic Controls	17,000

TOTAL	\$279,000
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APPENDIX B

PROPOSED PLANT FUND LEVY

Renovation and Repair of Existing Buildings and Sites

Building Equipment Replacement

Page 5

FY'93-'94

Grounds:

Reseal and Repair Lots H and N	\$ 40,000
Overlay Sidewalks	35,000

Items by Building:

Roof Replacement	50,000
Painting - 6	25,000
Chiller - 3	20,000
Air Handling Units, Motors, Coils	25,000
Pneumatic Controls	15,000

TOTAL	\$210,000
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FY'94-'95

Grounds:

Reseal and Repair Lots J and B	\$ 30,000
Overlay Sidewalks	40,000

Items by Building:

Roof Replacement	60,000
Painting - 8 and 9	40,000
Carpet/Floor Covering	15,000
Chiller - 11	15,000
Boiler - 11	10,000
Underground Piping	35,000
Domestic Hot Water Tanks	5,000
Air Handling Units, Motors, Pumps, etc.	25,000

TOTAL	\$275,000
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GRAND TOTAL	<u>\$3,502,000*</u>
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* Renovation and Repair of Existing Buildings and Sites	\$2,115,000
Building Equipment Replacement	<u>1,387,000</u>
	<u>\$3,502,000</u>

APPENDIX C

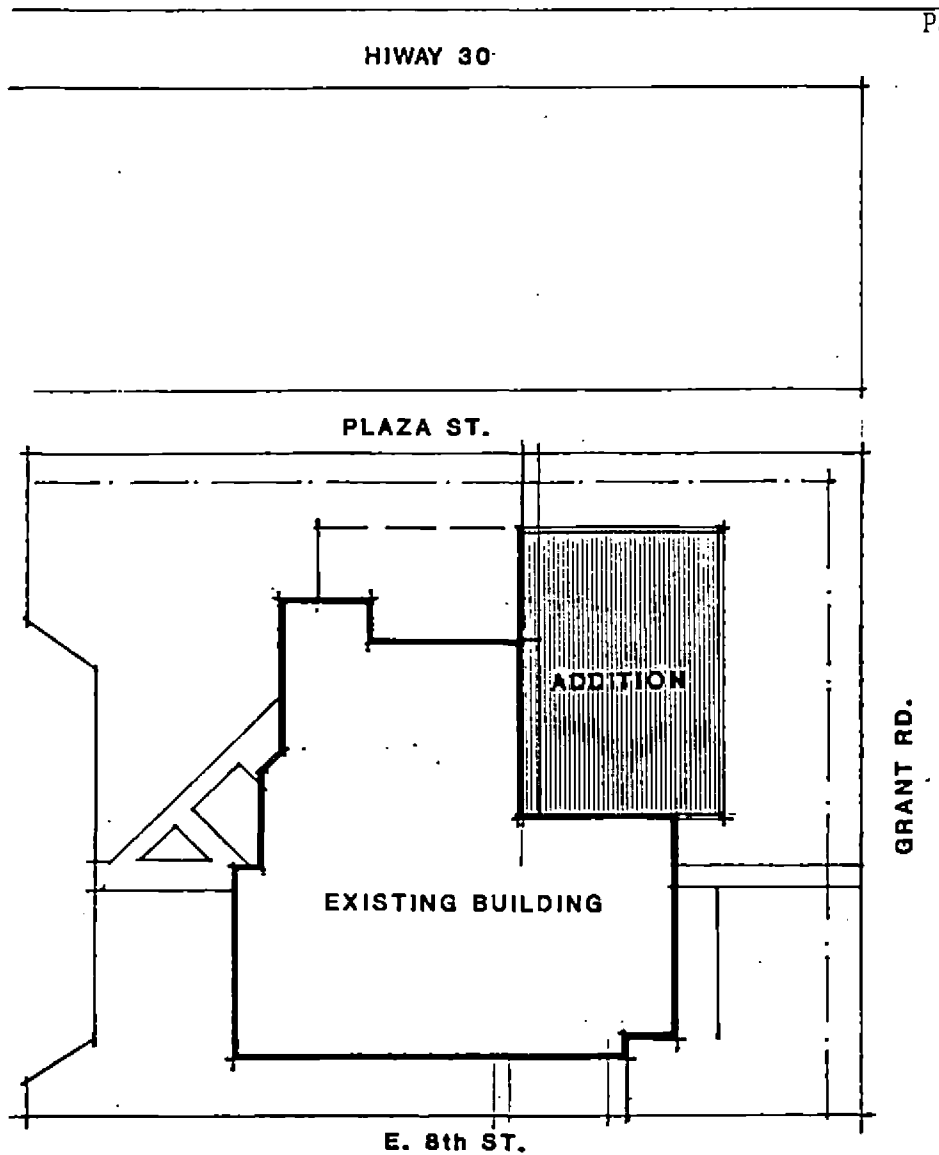
Proposed Construction of Des Moines Urban Campus Expansion

	<u>Capacity</u>	<u>Square Feet</u>
<u>Electronic Office Instruction:</u>		
Keyboarding/Typewriting Lab	30	2,000
Information Processing Lab	24	1,000
Electronic Office Showcase	12	1,200
Accounting/Calculator Lab	30	1,000
General Purpose Classroom (3 @ 900)	72	2,700
Office Procedures Lab	24	1,500
Microcomputer Lab	24	1,000
Staff Offices (6 @ 150 + 200 s/c)	13	1,100
		<hr/>
		11,500
<u>Computer Science Instruction:</u>		
Computer Laboratory	30	1,600
Classroom (adjacent to lab)	30	900
		<hr/>
		2,500
<u>General Instruction:</u>		
Science Laboratory	30	900
4 General Purpose Classroom	100	2,600
		<hr/>
		3,500
<u>Support Area:</u>		
Library/Media		1,500
Student Services		2,000
		<hr/>
		3,500
		<hr/>
Total Assignable Space		21,000
Unassignable Space		9,000
		<hr/>
Gross Space		<u>30,000</u>

APPENDIX D

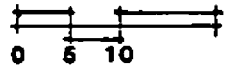
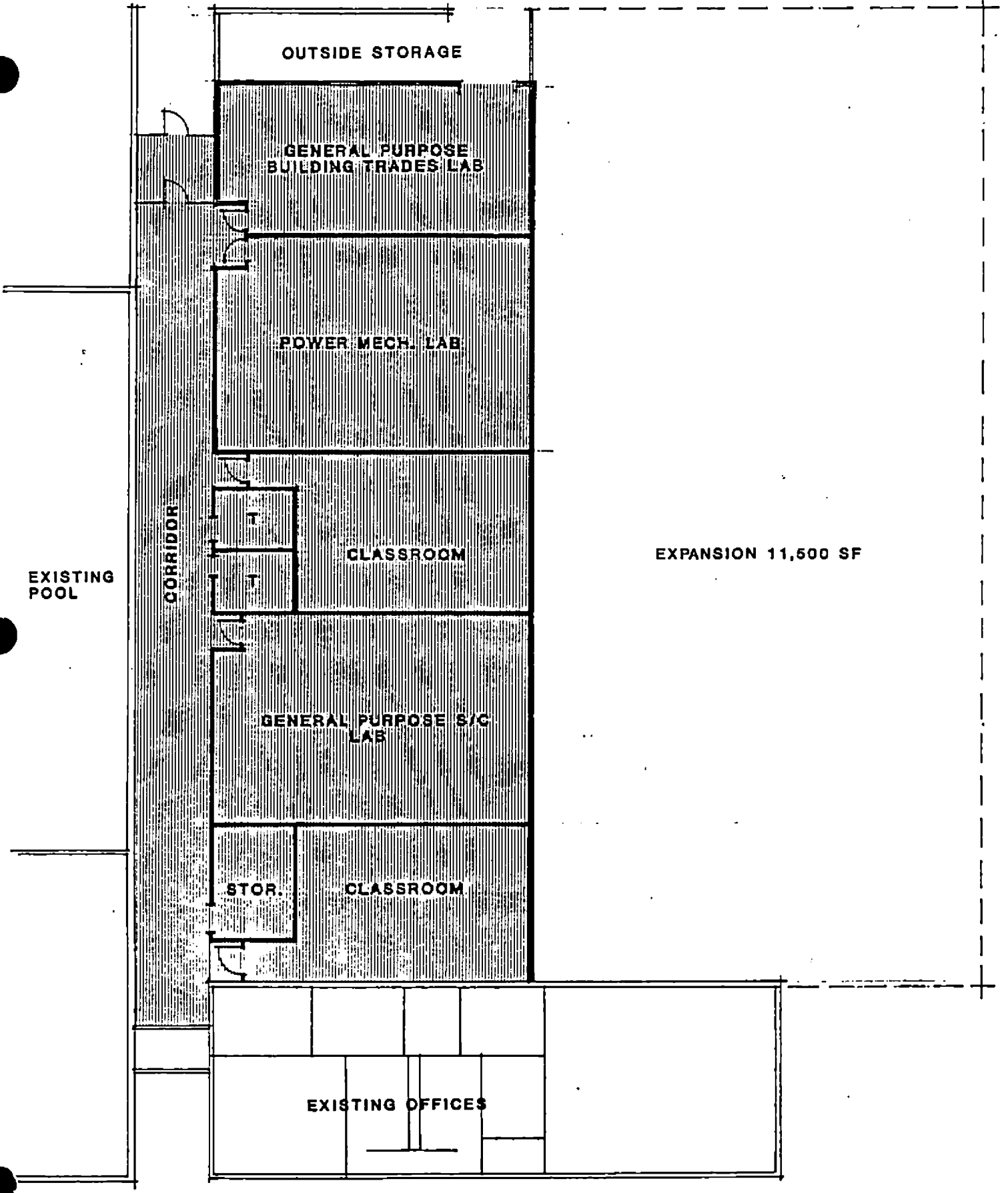
Construction at Proposed Carroll Facility to Increase Size to 20,000 Square Feet

	<u>Capacity</u>	<u>Square Feet</u>
<u>Phase I (Current Levy):</u>		
Power Mechanic Lab	24	1,500
General Purpose S/C lab (Including Data Entry, Word Processing, and Accounting)	30	1,500
General Purpose Classroom (2 @ 900)	60	1,800
General Purpose Lab for Building Trades and Industry Short Courses	20	1,000
Storage		<u>200</u>
	SUB TOTAL	6,000
Unassignable		<u>2,500</u>
	TOTAL, PHASE I	8,500
 <u>Phase II (Proposed Levy):</u>		
General Purpose Classroom (3 @ 900)	90	2,700
Library		2,000
Media		400
Instructor Offices (4 @ 150)	8	600
Bookstore		500
Snack Bar/Lounge		1,000
Storage		<u>400</u>
	SUB TOTAL	7,600
Unassignable		<u>3,900</u>
	TOTAL, PHASE II	<u>11,500</u>
	TOTAL, PHASE I AND II	<u>20,000</u>



DMACC CARROLL CAMPUS  
PRELIMINARY STUDY  
20,000 SF ADDITION TO  
CARROLL RECREATION CENTER.

BUSSARD/DIKIS ASSOCIATES, LTD.  
414 SIXTY-FIRST ST. DES MOINES, IOWA  
274-4074 2/4/84

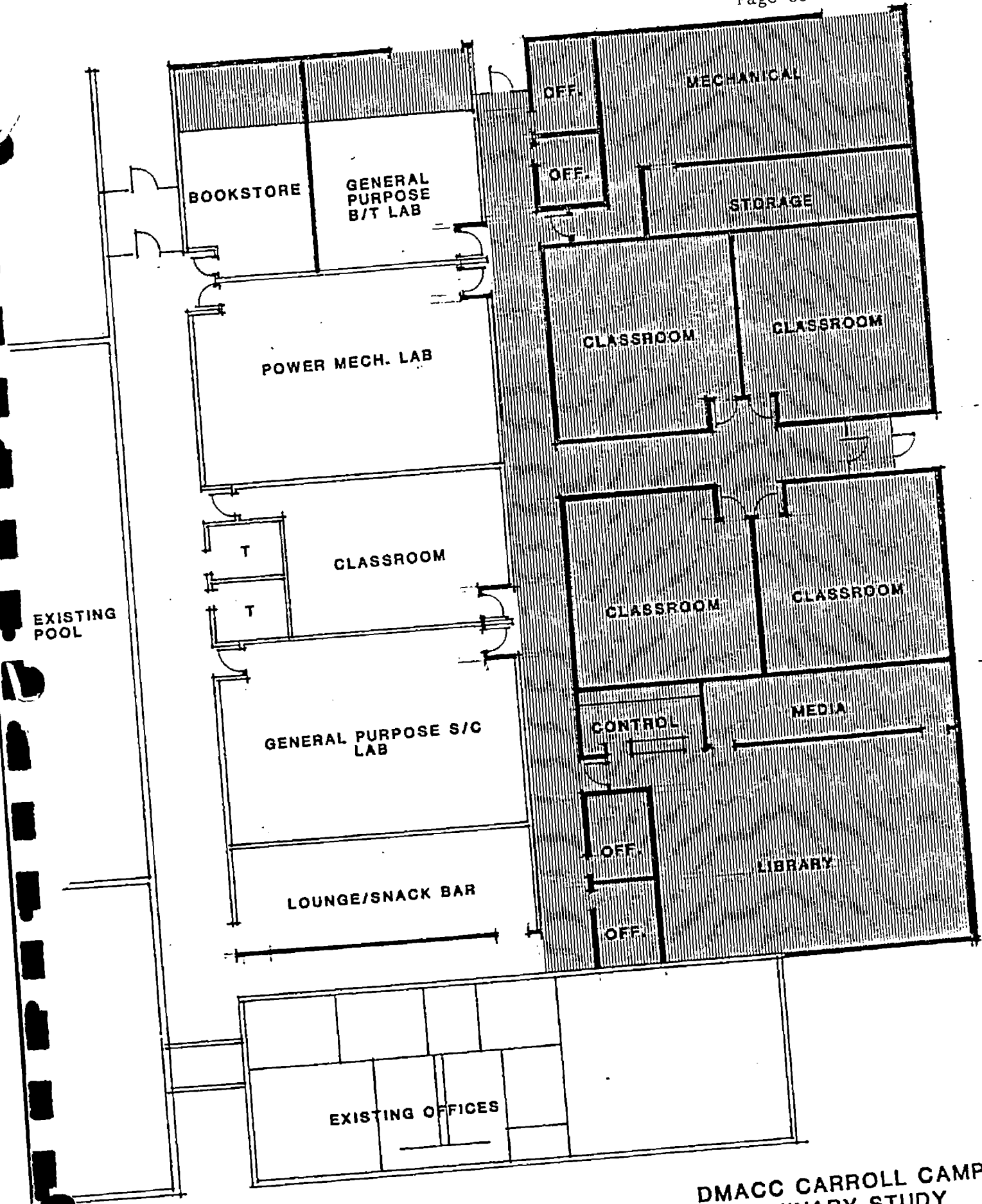


FLOOR PLAN

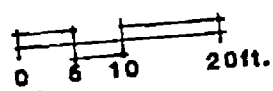


DMACC CARROLL CAMPUS  
PRELIMINARY STUDY  
PHASE I 8,500 SF





DMACC CARROLL CAMPUS  
PRELIMINARY STUDY  
PHASE II 11,500 SF



ATTACHMENT NO. \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

RESOLUTION ADOPTING SPECIFICATIONS AND FORM OF  
CONTRACT FOR PAVING PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

RESOLVED, that specifications and form of contract for the paving parking lot and perimeter drives on the Boone Campus are hereby adopted and placed on file in the office of the Secretary of the Board of Directors. Before any contract incorporating said 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 19th Day of June, 1984, at Building No. 1, Room 30, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, this Board will hold a Public Hearing on the matter of the adoption of 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 22nd DAY OF MAY, 1984.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

SPECIFICATIONS

FOR

PAVING PARKING LOT AND PERIMETER DRIVES

BOONE CAMPUS

DES MOINES AREA COMMUNITY COLLEGE  
2006 S. ANKENY BLVD.  
ANKENY, IA

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DES MOINES AREA COMMUNITY COLLEGE  
PAVING PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

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2    ASPHALT	2-1
3    CONCRETE	3-1
4    STRIPING	4-1

NOTICE OF HEARING

TO WHOM IT MAY CONCERN:

A public hearing will be held on June 19, 1984, at 5:30 p.m., Central Daylight Time, by the Board of Directors of the Des Moines Area Community College in Building 1, Room 30, 2006 S. Ankeny Boulevard, Ankeny, Iowa, in relation to proposed plans, specifications, form of contract and cost for the construction of the following improvement:

DES MOINES AREA COMMUNITY COLLEGE - PAVING PARKING LOT AND PERIMETER DRIVES,  
BOONE CAMPUS

at which time and place any interested persons may appear and file objections to the said proposed plans, specifications, form of contract or the cost of such improvement.

Said Board of Directors will then hear said objections and any evidence for or against the same, and forthwith enter of record its decision thereon.

Des Moines Area Community College

/s/ Jasper Risdal  
President, Board of Directors

ATTEST:

/s/ Helen Minor  
Secretary, Board of Directors

NOTICE TO BIDDERS

Sealed proposals for the construction of - Paving Parking Lot and Perimeter Drives - Boone Campus, Des Moines Area Community College, will be received in Building 1, Room 30, 2006 S. Ankeny Boulevard, Ankeny, Iowa, until 2:00 p.m., Central Daylight Time, on June 8, 1984.

Proposals received after the time set forth hereinbefore will not be accepted. All interested parties are invited to attend. Proposals will be opened publicly and read aloud.

Proposals will be considered by the Board of Directors at its regular board meeting, June 19, 1984, immediately following the public hearing scheduled for 5:30 p.m., Central Daylight Time in Building 1, Room 30, 2006 S. Ankeny Boulevard, Ankeny, Iowa.

The work includes construction of approximately 2" of asphalt surfacing for an existing surfaced parking lot and drives, and miscellaneous associated work, including cleanup.

Each proposal shall be made on a prepared proposal form furnished by the Owner and must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the bid or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

By virtue of statutory authority, a preference will be given to products and provisions grown, and coal produced within the State of Iowa, and preference will be given to Iowa domestic labor in the construction of the improvements.

The Board of Directors reserves the right to reject any or all bids received, to waive irregularities, and to accept the proposal which appears to be for the best interest of the Community College.

The work shall commence on or before July 3, 1984, and shall be completed by July 31, 1984.

The Board reserves the right to defer acceptance of any proposal for a period not to exceed thirty (30) days from the date of public hearing; such deferral will result in extension of the completion date.

Notice to Bidders

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Board of Directors, and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and the maintenance of said improvements in good repair for not less than two (2) years from the time of acceptance of the said improvements by the Board.

Payment to the Contractor will be made in cash received from such funds as may be legally used for such purposes as outlined in INSTRUCTIONS TO BIDDERS.

Notice to Bidders

Copies of said plans and specifications and form of contract for construction of the proposed improvements may be obtained at the Physical Plant Office, Bldg. 12, Ankeny Campus.

Published upon order of the Board of Directors, Des Moines Area Community College.

Des Moines Area Community College

/s/ Jasper Risdal  
President, Board of Directors

ATTEST:

/s/ Helen Minor  
Secretary, Board of Directors

INSTRUCTIONS TO BIDDERS

DES MOINES AREA COMMUNITY COLLEGE  
PAVING PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

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| 2. CONTRACT DOCUMENTS        | 11. EXECUTION OF CONTRACT                 |
| 3. PLANS                     | 12. CONTRACT TERMINATION                  |
| 4. EXAMINATION OF WORK       | 13. TAXES                                 |
| 5. METHOD OF BIDDING         | 14. PREFERENCE FOR LABOR<br>AND MATERIALS |
| 6. QUALIFICATIONS OF BIDDERS | 15. PAYMENT                               |
| 7. SUBMISSION OF BIDS        | 16. PERIOD OF GUARANTEE<br>AND BOND       |
| 8. WITHDRAWAL OF BIDS        |   |
| 9. BID SECURITY              |   |

1. DEFINITION OF TERMS

- 1.1 "Owner," shall mean the Board of Directors of Des Moines Area Community College.
- 1.2 "Person," shall mean any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee or referee, whether appointed by a court or otherwise, and any combination of individuals.
- 1.3 "Bidder," shall mean any person who submits a proposal to furnish the work described in the Contract Documents.
- 1.4 "Contractor," shall mean the person(s) with whom the Owner may enter into contract(s) for the execution of the work specified.
- 1.5 "Subcontractor," shall mean the person supplying materials, labor, equipment and appurtenances for the work, such person having contractual relations with the Contractor(s), but not with the Owner.
- 1.6 "Engineer," shall mean the Director, Plant Operations, Maintenance, or their duly authorized agents, or Owner's authorized field representative at the project site.
- 1.7 "Standard Drawings," shall mean construction detail drawings as a part of these specifications.
- 1.8 "Work," shall mean the work to be done and the equipment, supplies and materials to be furnished under the contract, unless some other meaning is indicated by the context.



Instructions to Bidders

1.9 "Station," "Sta." shall mean one hundred (100) linear feet measure.

2. CONTRACT DOCUMENTS

2.1 Contract Documents, sometimes referred to as the "plans and specifications," shall mean and include the following parts as used herein:

- 2.1.1 Notice of Hearing
- 2.1.2 Notice to Bidders
- 2.1.3 Instructions to Bidders
- 2.1.4 Proposal
- 2.1.5 Contract
- 2.1.6 Bond
- 2.1.7 General Conditions
- 2.1.8 Special Conditions
- 2.1.9 Detailed Specifications
- 2.1.10 Plans and drawings as listed in subsequent paragraphs
- 2.1.11 Numbered addenda issued to the foregoing.

3. EXAMINATION OF WORK

3.1 Bidders shall familiarize themselves with specifications and with all conditions which affect construction. It will be assumed that bidders have made a personal examination of the job and physical conditions affecting the work. Submission of a bid implies that this instruction has been complied with.

4. METHOD OF BIDDING

- 4.1 Bidders shall submit unit or lump sum prices, as required, for the work covered by the plans and specifications. Prices shall cover complete work and include all costs incidental thereto, unless indicated otherwise.
- 4.2 Bidders must submit bids for both Base Bid and Alternate Bids. Owner reserves right to award contract on basis of lowest bid for either Base Bid or Alternate Bids.
- 4.3 Bids will be computed using quantities shown on proposal. Unit price quantities are approximate and only for comparison of bids. Engineer retains right to change location, quantities and combination of units as may be required during progress of construction. Compensation due Contractor will be computed on basis of final quantities of completed work.

4.3.1 In the event of discrepancies between unit prices and unit price extensions listed in bidder's proposal, unit prices shall govern and unit price extensions shall be corrected, as necessary, for agreement with unit prices.

4.4 Unit prices for payment items included in the specifications, but not listed in the PROPOSAL, will be negotiated, if needed.

5. QUALIFICATIONS OF BIDDERS

5.1 Bidders shall be prepared to satisfy Owner as to integrity, experience, adequacy of equipment and personnel, and financial ability to perform work specified.

5.2 If successful bidder is a non-Iowa corporation, he shall submit proof to Owner prior to execution of contract that he has been authorized by Secretary of State to do business in Iowa.

6. SUBMISSION OF BIDS

6.1 Submit bids in duplicate on proposal form included herewith. Submit in a sealed envelope. Envelope shall bear return address of the Bidder and shall be addressed as follows:

To:

Board of Directors  
Des Moines Area Community College  
Ankeny, Iowa 50021

Proposal for: Paving Parking Lot and Perimeter Drives - Boone Campus

6.2 Bids shall be signed by a legally authorized representative of the bidder.

7. WITHDRAWAL OF BIDS

7.1 A bidder may withdraw his bid at any time prior to scheduled closing time for a receipt of bids, but no bid shall be withdrawn for a period of 30 calendar days thereafter.

8. BID SECURITY

8.1 Each bid must be accompanied by bid security, as follows: a certified or cashier's check, drawn on a solvent Iowa bank or a bank chartered under the laws of the United States in an amount equal to ten percent (10%) of the bid or a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa in a penal sum of ten percent (10%) of the bid.

Instructions to Bidders

- 8.2 The bid security should be made payable to TREASURER - DES MOINES AREA COMMUNITY COLLEGE. The bid security must not contain any conditions either in the body or as an endorsement thereon.
- 8.3 Bid security shall be enclosed in the sealed envelope with the bid.
- 8.4 Bid security shall be forfeited and become the property of the Owner in case the Bidder fails or refuses to enter into contract and to furnish bond within 10 calendar days after his proposal shall have been accepted.
- 8.5 Bid security of the unsuccessful bidders will be returned as soon as the successful bidder is determined or within 30 calendar days, whichever is sooner; bid security of successful bidder will be returned upon execution of contract and furnishing of bond.
- 8.6 Bidders shall use bid bond form included with specifications.

9. EVALUATION OF BIDS

- 9.1 Owner may consider such factors as bid price, methods of construction experience and responsibility of bidder, and similar factors in determining which bid it deems to be in its best interest.
- 9.2 Owner may reject any or all bids, waive informalities or technicalities in any bid, and accept bid which it deems to be in the best interest of Board of Directors.

10. EXECUTION OF CONTRACT

- 10.1 Successful bidder shall enter into a written contract with the Owner within 10 days after acceptance of his proposal on contract form included with these specifications.
- 10.2 The contract, when executed, shall be deemed to include the entire agreement between the parties hereto, and the Contractor shall not claim any modification thereof resulting from any representation or promise made at any time by any representative of the Owner or any other person.

Instructions to Bidders

11. CONTRACT TERMINATION

11.1 Provisions of law, as contained in Chapter 573A of the Code of Iowa shall apply to and be a part of this contract. Chapter 537A provides for termination of contracts for construction of public improvements when construction or work thereon is stopped because of a national emergency. Provisions of Chapter 573A shall include subcontractors and sureties upon any bond given or filed in connection therewith.

12. TAXES

12.1 Contractor shall pay all Iowa Sales and Use taxes on materials and devices used in the performance of his contract. Responsibility for determining applicable taxes and amounts due rest with the Contractor and no extra payment will be made in case of any omission.

12.1.1 All suppliers and subcontractors will be responsible for determining and paying all applicable taxes and no extra payment will be made in case of an omission.

12.1.2 Include all payments of Iowa Sales and Use taxes in bid.

12.2 Contractor must prepare final and complete sworn statement concerning Sales and Use taxes paid on materials and equipment used in the construction. Forms for making such report will be furnished to Contractor by Owner's Representative. Report shall state the following for every taxable item incorporated in the project.

12.2.1 Source from which it was procured with name and address of supplier.

12.2.2 Contractor's purchase price of the material.

12.2.3 Amount of Sales and Use taxes paid by the Contractor on such material and devices used.

12.2.4 To whom such Sales and Use taxes were paid and the date thereof.

12.2.5 Report must be filed in approvable manner on or about date of making request for payment on Contract. No final settlement on Contract can be made prior to receipt of Report.

Instructions to Bidders

12.3 Successful bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law. If successful bidder is a non-Iowa partnership, individual, or association, he shall furnish evidence, prior to execution of contract, that bonds or securities have been posted with State Department of Revenue in the amount required by law.

13. PREFERENCE FOR LABOR AND MATERIALS

13.1 Contractor shall observe the laws of the State of Iowa with regard to preference for labor and materials. So far as may be done under the law, Contractor shall give preference to labor residing in Iowa and to local concerns in purchase of materials, insurance and bonds.

14. PAYMENT

14.1 Payment will be made in cash.

14.2 Payment will be made on the basis of a final estimate prepared by Contractor and approved by Engineer, solely for the purpose of payment; approval by Engineer shall not be deemed approval of workmanship or materials.

14.3 Payment will be made as follows:

14.3.1 Ninety percent (90%) of value of the work done, including equipment and materials delivered upon completion of the work.

14.3.2 Final ten percent (10%) of value of work shall be payable 31 days after final acceptance of work by Owner.

15. PERIOD OF GUARANTEE AND BOND

15.1 Contractor shall guarantee work for a period of two (2) years from date of final acceptance. The surety bond furnished by Contractor shall run for a like period.

PROPOSAL

DES MOINES AREA COMMUNITY COLLEGE  
PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

To: Des Moines Area Community College  
Board of Directors  
Ankeny, Iowa 50021

The undersigned bidder submits herewith bid security amounting to ten percent (10%) of the total amount of the bid which shall become the property of the Des Moines Area Community College should the undersigned fail or refuse to execute a contract and to furnish bond as called for in the specifications within the time provided.

The undersigned bidder, having examined the Contract Documents, and having familiarized himself with the nature and location of the work to be done and the conditions under which the work will be performed, and having personally inspected the site and reviewed the plans to determine scope of work, hereby proposed to provide the required labor, services, and materials and to perform the work described in the specifications, and addenda \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, within the time and for the sum or sums stated hereinafter on attached proposal schedule; which proposal schedule is hereby made a part of this proposal.

The undersigned bidder certifies that this proposal is made in good faith, without collusion or connection with any other person or persons bidding on the work.

The undersigned bidder states that this proposal is made in conformity with the specifications and agrees that in the event of any discrepancies or differences between any conditions of his proposal and the specifications prepared by Des Moines Area Community College, that the provisions of the latter shall prevail.

Bidder \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Proposal

PROPOSAL SCHEDULE

PARKING LOT AND PERIMETER DRIVES  
 BOONE CAMPUS

Base Bid

1. Construct asphalt surfacing for Parking Lot and Perimeter Drives, Boone Campus, including excavation, grading, asphalt paving, concrete curb and gutter, sodding, surface restoration and miscellaneous associated work for the following unit and lump sum prices:

<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
1.1 Asphalt Paving - 2"	SY	6000	_____	_____
1.2 Asphalt Patchwork	SY	50	_____	_____
1.3 Cut out & Replace Subgrade, Base & Surface Course	SY	200	_____	_____
1.4 Repair & Replace Fencing and Concrete Bases on Tennis Courts			_____	_____
1.5 Striping			_____	_____
TOTAL BASE BID (Items 1.1 - 1.5)			\$ _____	

ALTERNATE:

- 1.6 2" Asphalt Paving over entire main road north and east of Parking Lot SY 2100 \_\_\_\_\_
2. The work shall commence on or before July 3, 1984, and shall be completed by July 31, 1984, unless an extension of the completion date is granted by the Board of Directors.

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_,

as Principal, and \_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_,  
as Surety, are held and firmly bound unto the Des Moines Area Community  
College, hereinafter defined as Obligee, in the penal sum of ten percent  
(10%) of the total amount of the bid (\$ \_\_\_\_\_), for which  
payment said Principal and Surety bind themselves, their heirs, execu-  
tors, administrators, successors, and assigns jointly and severally,  
firmly by these presents.

The condition of the above obligation is such that whereas the Principal  
has submitted to the Des Moines Area Community College a certain bid,  
and hereby made a part hereof to enter into a contract in writing, for:

\_\_\_\_\_  
\_\_\_\_\_

NOW THEREFORE, if the said bid by said Principal be accepted, and the  
Principal shall enter into a contract with the Obligee in accordance  
with the terms of such bid, and give such bond as may be specified in  
the contract documents with good and sufficient surety for the faithful  
performance of such contract, for the prompt payment of labor and  
material furnished in the prosecution thereof, and for the maintenance  
of said improvements as may be required therein, then this obligation  
shall become null and void or in the event of the failure of the  
Principal to enter such contract and give such bond, the Principal shall  
pay to the Obligee the full amount of the bid bond, together with court  
costs, attorney's fees, and any other expense of recovery.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Countersigned by:

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Resident Commission Agent as  
Prescribed by Chapter 515.53,  
Iowa Code

By \_\_\_\_\_  
Contractor's Signature

(Required only if Attorney-in-Fact  
is not also an Iowa Resident  
Commission Agent).

\_\_\_\_\_  
\_\_\_\_\_  
Surety

By \_\_\_\_\_  
Attorney-in-Fact



CONTRACT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_, by and between the

\_\_\_\_\_ party of the first part, hereinafter referred to as the "Owner", and

\_\_\_\_\_ party of the second part, hereinafter referred to as the "Contractor".

WITNESSETH: THAT WHEREAS, the Owner has heretofore caused to be prepared certain plans, specifications and proposal blanks, dated the

\_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_, for \_\_\_\_\_

\_\_\_\_\_, under the terms and conditions therein  
fully stated and set forth, and,

WHEREAS, said plans, specifications and proposal blanks accurately and  
fully describe the terms and conditions upon which the Contractor is  
willing to perform the work specified:

NOW, THEREFORE, IT IS AGREED:

1. That the Owner hereby accepts the proposal of the Contractor for the work, as follows:
2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

Contract

2.1 Contract Documents, including:

- 2.1.1 Notice of Hearing
- 2.1.2 Notice of Bidders
- 2.1.3 Instructions to Bidders
- 2.1.4 Proposal
- 2.1.5 Bond
- 2.1.6 General Conditions
- 2.1.7 Special Conditions
- 2.1.8 Detailed Specifications
- 2.1.9 Plans and drawings listed in Instructions to Bidders
- 2.1.10 Addenda issued to the foregoing.

2.2 This Instrument.

2.3 The above components are complementary and what is called for by one shall be as binding as if called for by all.

3. That payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this contract.

4. That this contract is executed in quintuplicate.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the date first written above.

CONTRACTOR:

DES MOINES AREA COMMUNITY COLLEGE

\_\_\_\_\_

By \_\_\_\_\_

President

By \_\_\_\_\_

Title \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Secretary

Title \_\_\_\_\_

BOND

KNOW ALL MEN: That we, \_\_\_\_\_

hereinafter called the Principal, and \_\_\_\_\_

hereinafter called the Surety, are held and firmly bound unto

hereinafter called the Owner, in the sum of \_\_\_\_\_

\_\_\_\_\_ (\$ \_\_\_\_\_),

for the payment whereof the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated \_\_\_\_\_, entered into a Contract with the Owner for \_\_\_\_\_

which Agreement includes a guarantee of all work against defective workmanship and materials for a period of two (2) years from the date of final acceptance of the work by the Owner, a copy of which Agreement is by reference made a part hereof;

Now Therefore, the condition of this Obligation is such that, if the Principal shall faithfully perform the Contract on his part and shall fully indemnify and save harmless the Owner from all cost and damage which he may suffer by reason of failure so to do and shall fully reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the Principal for labor or materials, failing which such persons shall have a direct right of action against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever shall be brought on this Bond after five (5) years from the date of final acceptance of the work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the Contract, or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety, or either of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alteration, extension or forbearance being hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all persons, firms, or corporations having contracts directly with the Principal or with subcontractors all just claims due them for labor performed or material furnished, in the performance of the Contract on account of which this Bond is given, when the same are not satisfied out of the portion of the contract price which the Owner shall retain until completion of the improvements, but the Principal and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portions of the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.

- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in quintuplicate.

Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Attorney-in-Fact  
(as per attached Power of Attorney)

Countersigned by:

\_\_\_\_\_  
Resident Commission Agent as Prescribed  
by Chapter 515.53, Iowa Code (required  
only if Attorney-in-Fact is not also  
an Iowa Resident Commission Agent.)

GENERAL CONDITIONS

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1. CONTRACT DOCUMENTS

- 1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.
- 1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.
- 1.3 Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

- 2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

- 3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.
- 3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under this contract have been fully paid prior to acceptance of work by Owner.
- 3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of his work. He shall indemnify and save harmless the Owner and his agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, his servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

4. SUBCONTRACTS

- 4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from his responsibilities set forth herein.
- 4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits or contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

- 5.1 Contractor shall personally supervise his work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.
- 5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or his representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.
- 5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

- 6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

- 7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment or construction furnished by Contractor.

8. GUARANTEE

- 8.1 Contractor shall guarantee all work against faulty workmanship and materials for a period of two (2) years after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS". Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner shall make said repairs or replacements and charge the cost to Contractor.
- 8.2 Contractor shall provide Owner with an acceptable maintenance bond at time of final acceptance. Maintenance bond shall run for two (2) years from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

- 9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for his approval, within a reasonable time after award of contract. Engineer shall return to Contractor one copy with his approval or objections within a reasonable time after receipt.
- 9.2 Fabrication and shipment of materials or equipment prior to Engineer's approval of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

- 10.1 Engineer shall make general observation of work as agent of Owner. Engineer shall have authority to direct construction insofar as proper execution of contract is affected.

11. PLANS AND SPECIFICATIONS

- 11.1 Engineer shall provide Contractor with five sets of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.
- 11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers' drawings and data on materials and equipment.
- 11.3 Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

- 12.1 Plans and specifications shall be interpreted by Engineer. His decision shall be final and binding on all parties concerned.
- 12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. LINE AND GRADE

- 13.1 Contractor shall obtain line and grade from bench marks, base lines and other reference points established by Engineer and shall provide competent men and tools, stakes and other materials as required to establish temporary or permanent reference marks in connection with the work. Contractor shall perform such detailed measurements and transfer elevations as required to properly lay out and construct work.
- 13.2 Contractor shall carefully preserve all stakes and reference points against destruction and shall promptly notify Engineer of any stakes which have been disturbed. In case of willful or careless destruction, Contractor will be charged for expense and damage from such destruction.

14. DECISIONS BY ENGINEER

- 14.1 Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except that recourse to arbitration may be had as hereinafter provided.

15. WORKMANSHIP AND MATERIALS

- 15.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent labor and tradesmen shall be used on all work. Experienced manufacturers' representatives shall be used to supervise installation of equipment.
- 15.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- 15.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or approved equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitutions may be made only with written approval of Engineer.
- 15.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or approved equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 15.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or approved equal, and specified items are or become obsolete and no longer available, Contractor shall provide approved equal items which are currently available at no change in contract price.
- 15.6 When proposing "or approved equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.
- 15.7 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or material specified.
- 15.8 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

16. OBSERVATION

- 16.1 All materials used and all work done by Contractor shall be subject at all times to observation, tests and approval by Engineer. Contractor shall furnish samples of materials for observation and tests as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.
- 16.2 Construction, fabrication and manufacture of equipment or materials specified herein may be observed by Engineer at plant or factory.
- 16.3 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.
- 16.4 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

General Conditions

17. RESIDENT ENGINEER AND/OR ENGINEER TECHNICIANS

- 17.1 Resident engineer and/or engineer technicians may be appointed by Engineer or Owner to insure that work is performed in accordance with plans and specifications.
- 17.2 Resident engineer and/or engineer technicians shall have authority to suspend work which is not being properly performed and, subject to final decision of Engineer, to condemn and reject defective work and materials.
- 17.3 Resident engineer and/or engineer technicians shall have no authority to permit deviation from plans and specifications and Contractor shall be liable for any deviations made without written order from Engineer.

18. TESTS

- 18.1 Tests shall be performed by Contractor upon materials and equipment specified, to determine if the materials and equipment meet requirements of specifications, conditions of operation and guarantees of Contractor.
- 18.2 Equipment shall be subject to factory tests specified herein. Certified evidence of tests shall be furnished when requested by Engineer.
- 18.3 Tests shall be in accordance with standards of American Society of Mechanical Engineers, Institute of Electrical and Electronic Engineers, American Society for Testing Materials, and other recognized standards.

19. TIME

- 19.1 Contractor shall commence work within fifteen (15) days after award of contract, unless otherwise provided for in specifications, and shall complete work within time specified in contract.

20. DELAYS

- 20.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall entitle Contractor to a reasonable extension of time within which to complete work.
- 20.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.
- 20.3 No extension of time shall be valid unless made in writing by Owner.

21. CHANGES

- 21.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.
- 21.2 No changes shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.
- 21.3 Amount due Contractor shall be adjusted for changes in following manner:
  - 21.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.
  - 21.3.2 Where no such unit prices have been bid, Engineer shall determine a reasonable adjustment in Contractor's compensation.
  - 21.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.
  - 21.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time of completion which shall be determined by Engineer.

22. EXTRA WORK

- 22.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus fifteen percent (15%). Actual cost shall include expense for equipment, materials and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in actual and necessary expense, ten percent (10%) for subcontractor's profit.
- 22.2 The term "extra work" as used herein shall not be construed to apply to changes described in 21. CHANGES.
- 22.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.
- 22.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

23. PAYMENTS

- 23.1 Payments shall be made as set forth in "INSTRUCTIONS TO BIDDERS".

24. OWNERSHIP OF MATERIALS

- 24.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

25. OTHER CONTRACTS

- 25.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate his work with theirs.
- 25.2 When proper execution of Contractor's work depends upon work of another contractor, he shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.
- 25.3 To insure proper execution of his subsequent work Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and drawings.



26. OWNER'S RIGHT TO DO WORK

26.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

27. OWNER'S RIGHT TO TERMINATE CONTRACT

27.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:

27.1.1 Contractor makes a general assignment for benefit of his creditors, or is adjudged a bankrupt.

27.1.2 Receiver is appointed on account of Contractor's insolvency.

27.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

27.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.

27.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.

27.1.6 Contractor violates a provision of contract.

27.2 If Owner terminates employment of Contractor, he shall take possession of premises and all materials, tools and appliances thereon. He shall finish work by whatever method he may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

27.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

28. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

28.1 If Engineer fails to issue any certificate for payment within seven (7) days after it is due, or if Owner fails to pay to Contractor within seven (7) days of its maturity and presentation, any sum certified by Engineer or awarded by arbitrators, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice he shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

29. PAYMENTS WITHHELD

29.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

29.1.1 Defective work not remedied.

29.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

29.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

29.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

29.1.5 Damage to another contractor.

29.2 Payments shall be made for amounts withheld when above grounds are removed.

30. ACCEPTANCE AND FINAL PAYMENT

30.1 When work has been substantially and satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract. In lieu thereof, Owner, at his option, may accept from Contractor a statement showing balance due on all accounts.

30.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

30.3 If work has been partially but substantially completed to extent that all adjustments in the contract sum may be made as specified under "PROPOSAL" and 21. CHANGES or 22. EXTRA WORK, Engineer may, if delay of completion date is anticipated or if otherwise deemed in the interest of work, file a final estimate. Engineer shall provide for retaining cost of unfinished work, in addition to other requirements which may be specified under 23. PAYMENTS. Such payment shall be made under terms and conditions governing final payment except that it shall not constitute a waiver of claims.

31. SUSPENSION OF WORK

31.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

31.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

32. ARBITRATION

- 32.1 All questions subject to arbitration under this contract shall be submitted to arbitration at choice of either party to dispute.
- 32.2 Contractor shall not cause a delay of work during arbitration proceedings, except by agreement with Owner.
- 32.3 In case of an appeal from Engineer's decision, demand for arbitration shall be filed in writing with Engineer within ten (10) days of its receipt. In any other case, demand for arbitration shall be filed within a reasonable time after cause thereof and in no case later than time of final payment, except as otherwise expressly stipulated in the contract. If Engineer fails to make a decision within a reasonable time, an appeal to arbitration may be filed as if his decision had been rendered against the party appealing.
- 32.4 No one shall act as an arbitrator who is in any way financially interested in this contract or in business affairs of either the Owner, Contractor or Engineer.
- 32.5 Unless otherwise provided by controlling statutes parties may agree upon one arbitrator; otherwise there shall be three, one named by each party to this contract and third chosen by two arbitrators so selected. If two arbitrators fail to select a third within fifteen (15) days then third shall be chosen by any District Judge, to whom application in writing is made, of Judicial District in which work is to be performed. Should party demanding arbitration fail to name an arbitrator within ten (10) days of his demand his right to arbitration shall lapse. Should other party fail to choose an arbitrator within said ten (10) days the party seeking arbitration shall make application in writing to any District Judge of the Judicial District in which work is to be performed for appointment of a second arbitrator. If two arbitrators so chosen shall fail to select a third within fifteen (15) days then upon application of either of them to any District Judge of the Judicial District in which work is to be performed said third arbitrator shall be designated by said Judge.
- 32.6 Should either party refuse or neglect to supply arbitrators with any papers or information demanded in writing, the arbitrators are empowered by both parties to proceed ex parte.
- 32.7 If there be one arbitrator, his decision shall be binding; if three, the decision of any two shall be binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in Court to carry it into effect.
- 32.8 Arbitrators shall be authorized to award to party whose contention is sustained such sums as they shall deem proper for time, expense and trouble incident to appeal and, if appeal was taken without reasonable cause, damages for delay. Arbitrators shall fix their own compensation, unless otherwise provided by agreement, and shall assess costs and charges of arbitration upon either or both parties.
- 32.9 Award of arbitrators shall be in writing and it shall not be open to objection on account of form of proceeding or award, unless otherwise provided by controlling statutes.
- 32.10 In event specified procedure on any matter covered by this article conflicts with provisions of statutes, method of procedure throughout and legal effect of the award shall be wholly in accordance with said statutes. It is intended hereby to lay down a principle of action to be followed, leaving its local application to be adapted to legal requirement of jurisdiction having authority over arbitration. For the purposes of this paragraph jurisdiction having authority over the arbitration shall be county and state in which the work to be performed under this contract is to be done.

33. CLEANING UP

- 33.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by his employees or work. After completion of work he shall remove all his rubbish and all his tools, scaffolding and surplus materials from work site. He shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge cost to Contractor as Engineer shall determine to be just.

SPECIAL CONDITIONS

DES MOINES AREA COMMUNITY COLLEGE  
PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

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1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.
- 1.2 To outline special procedures to be followed during construction.

2. LOCATION

- 2.1 Work is located on campus of Des Moines Area Community College - Boone Campus, in the City of Boone, Iowa.
- 2.2 Transportation facilities:
  - 2.1.1. Chicago and North Western Transportation Company.
  - 2.2.2 Fort Dodge, Des Moines and Southern Railway.
  - 2.2.3 U.S. Highway 69 and Interstate Highway I-35.

3. RIGHT-OF-WAY

- 3.1 All work is located on community college property.
- 3.2 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks and all other construction operations within designated construction areas.

Special Conditions

4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.

6. SERVICE FACILITIES

- 6.1 Water, electricity, compressed air and other services shall be furnished by Contractor to meet his own requirements.

7. STORAGE OF MATERIALS AND EQUIPMENT

- 7.1 Storage space for materials and equipment will be available on site.
- 7.2 Storage area shall be subject to approval of Engineer.
- 7.3 Store materials and equipment in manner which will preserve quality and fitness.

8. CONSTRUCTION FACILITIES BY CONTRACTOR

- 8.1 Provide suitable storage facilities necessary for proper storage of materials and equipment.
- 8.2 Provide a telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
  - 8.2.1 Provide Owner and Engineer with at least two telephone numbers where responsible representatives of Contractor can be reached on weekends and holidays in event of emergency.
- 8.3 Location of all construction facilities, including project construction plant and yard subject to approval by Engineer; remove all construction facilities upon completion of work.
- 8.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 8.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

9. INSURANCE BY CONTRACTOR

- 9.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
  - 9.1.1 Workmen's compensation and occupational disease insurance in accordance with laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
  - 9.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits for bodily injury or death not less than \$500,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
  - 9.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
  - 9.1.4 Umbrella excess liability insurance may be used to provide coverage limits stated above.

Special Conditions

- 9.2 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 9.3 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.

10. LINE AND GRADE

- 10.1 All detailed surveys and stake-outs shall be checked by Contractor; assume full responsibility for accuracy and correctness thereof.
- 10.2 Measurement and layout of parking stripes in parking lot by Contractor; Engineer will review measurement and layout prior to painting.
- 10.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.
- 10.4 Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

11. EMPLOYMENT PRACTICES

- 11.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.
- 11.2 Contractor is encouraged to use minority-owned subcontracting and supply firms.

12. SPECIAL CONSTRUCTION PROCEDURES

- 12.1 Protect existing pavement during construction.
- 12.2 Confirm locations of existing water mains, gas mains, underground telephone cables, sewers and other utilities where conflicts may occur.

Special Conditions

- 12.3 Protect power, light and telephone poles and/or buried cables.
- 12.4 Schedule delivery of materials and arrange work to meet completion dates.
- 12.5 All special construction procedures and work outlined herein with exception of items listed in proposal are incidental to construction; include cost in applicable unit or lump sum price.
- 12.6 Procedures outlined above are not intended to fully cover all special procedures or emergencies which may arise during construction, but are offered as an aid to Contractor in planning work. Contractor will cooperate with Owner and Engineer to minimize inconvenience and delays.

DETAILED SPECIFICATIONS

DES MOINES AREA COMMUNITY COLLEGE  
PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

PART I - GENERAL REQUIREMENTS

- |                        |                                 |
|------------------------|---------------------------------|
| 1. FORM                | 6. MATERIALS TESTS              |
| 2. INTENT              | 7. RESPONSIBILITY OF CONTRACTOR |
| 3. INTERPRETATION      | 8. TEMPORARY WORK               |
| 4. WORK INCLUDED       | 9. BARRICADES AND LIGHTS        |
| 5. STANDARDS AND CODES | 10. FINAL REVIEW AND ACCEPTANCE |

1. FORM

1.1 Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To require Contractor to furnish and install materials and perform all work and services described in Contract Documents unless otherwise specifically indicated.
- 2.3 To require Contractor to perform complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

3.1 Report any errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.



4. WORK INCLUDED

- 4.1 Furnish labor, material and equipment to overlay Parking Lot and outer roads as set out in Notice to Bidders.
- 4.2 Labor and material to construct miscellaneous asphalt paved areas as shown on drawings and or included in proposal schedule.

5. STANDARDS AND CODES

- 5.1 Do work in accordance with best present day construction practices.
- 5.2 Unless specifically note to contrary, conform with and test in accordance with applicable sections of latest revisions of codes and standards of following:
  - 5.2.1 American Association of State Highway and Transportation Officials (AASHTO).
  - 5.2.2 American Concrete Institute (ACI).
  - 5.2.3 American Institute of Steel Construction (AISC).
  - 5.2.4 American National Standards Institute (ANSI).
  - 5.2.5 American Society for Testing and Materials (ASTM).
  - 5.2.6 American Society of Civil Engineers (ASCE).
  - 5.2.7 Iowa Department of Transportation (IDOT).
  - 5.2.8 National Electrical Manufacturers Association (NEMA).
  - 5.2.9 National Electrical Code (NEC).
  - 5.2.10 Federal Specifications (FS).
  - 5.2.11 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 1981) (IOSHA).
  - 5.2.12 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA)
  - 5.2.13 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
  - 5.2.14 Standards and codes of the State of Iowa and applicable local standards and codes of the City of Boone.
  - 5.2.15 Other standards and codes which may be applicable to acceptable standards of the industry for equipment and materials and installation under contract.

6. MATERIALS TESTS

- 6.1 Employ approved testing laboratory to show compliance of construction materials with specifications.
- 6.2 Provide samples of materials required for laboratory tests and pay cost of all tests including transportation charges on samples.
- 6.3 Contractor shall provide samples of materials and forms for preparing concrete compression cylinders required for laboratory tests; sampling of materials at the site and preparation of concrete compression cylinders shall be performed by Contractor under supervision of Engineer.
- 6.4 Incorporate no materials in work until laboratory tests have been furnished which show compliance of materials with specifications.
- 6.5 All materials subject to sampling, testing, inspection and rejection at site by Engineer.

7. RESPONSIBILITY OF CONTRACTOR

- 7.1 Protection of his work.
- 7.2 Protection of Owner's property and adjacent property from injury or loss resulting from his operations.
- 7.3 Replace or repair objects sustaining any damage, injury or loss to satisfaction of Owner and Engineer.
- 7.4 Cooperate with Owner and Engineer in locating underground utility lines and structures. Incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

8. TEMPORARY WORK

- 8.1 Make all temporary service connections necessary for maintaining utility service during the course of the work. Do work as shown on plans or as specified hereinafter.
- 8.2 Construct temporary drains or bulkheads to keep work in the dry.

9. BARRICADES AND LIGHTS

9.1 Erect and maintain barricades and lights and/or provide watchmen for protection and warning of pedestrians and vehicles; prevent access of unauthorized persons to portion of site where work is in progress. All barricades and lights at expense of Contractor.

9.1.1 Contractor responsible for protection of his own operations; open excavations and other hazards must be barricaded and lighted.

9.2 Location and arrangement: conform to ordinances and laws; meet approval of Owner and Engineer.

10. FINAL REVIEW AND ACCEPTANCE

10.1 Notify Owner when installation is considered complete and ready for final review.

10.2 Owner will accept work and make final payment to Contractor:

10.2.1 When Owner has certified that he has inspected the work of Contractor and stated that the work is in substantial conformance with the plans and specifications.

10.2.2 When Contractor has filed documents called for in specifications with Owner and Engineer.

PART 2 - ASPHALTINDEX

- |                               |                               |
|-------------------------------|-------------------------------|
| 1. WORK INCLUDED              | 9. HAND SPREADING             |
| 2. MATERIALS                  | 10. ROLLING                   |
| 3. PAVING PLANT AND EQUIPMENT | 11. JOINTS                    |
| 4. JOB MIXING FORMULA         | 12. SMOOTHNESS                |
| 5. GENERAL PLACEMENT          | 13. LIMITATIONS ON OPERATIONS |
| 6. SURFACE PREPARATION        | 14. ASPHALTIC CONCRETE CURB   |
| 7. BASE AND SURFACE COURSES   | 15. SAMPLES                   |
| 8. HANDLING AND DELIVERY      | 16. PAYMENT                   |

1. WORK INCLUDED

- 1.1 Asphaltic surface mixtures of aggregate, mineral filler and asphalt cement; heated, mixed, spread and compacted to provide overlay on entire parking lot and all drives where shown on drawings.
- 1.2 Includes all necessary patching as required and directed by Owner.
- 1.3 Preparation of subgrade for base course and surface course in all areas required to be cut out and patched prior to final overlay.

2. MATERIALS

## 2.1 Asphalt cement:

2.1.1 Petroleum asphalt cement, IDOT 4137.

2.1.2 Viscosity grade: AC-10; penetration grade: 85 to 100.

2.1.3 Estimated basic bitumen as percentage by weight of total mixture:

2.1.3.2 Asphaltic concrete surface course: 6.25.

2.2 Primer: MC-70; AASHTO M82.

2.3 Tack coat: RC-70, SS-1, SS-1H, CSS-1, and CSS-1H, IDOT 2303.02B.

2.4 Mineral filler: portland cement or pulverized limestone; IDOT 4126.03 for base course; IDOT 4127.02 for surface course.

2.5 Fine and coarse aggregates: sound, angular, crushed stone, gravel or slag; IDOT 4127 for surface course.

2.6 Total aggregate: percentage range by weight passing sieve:

<u>Sieve Size</u>	<u>Asphalt Concrete Surface Course 3/8" Mixture Size</u>
1"	-----
3/4"	-----
1/2"	100
3/8"	98-100
No. 4	71-93
No. 8	52-72
No. 30	25-40
No. 200	5-9

2.6.1 Surface course: minimum percentage of crushed particles: 65.

2.6.2 Minimum mineral filler content of portion of aggregate passing No. 200 sieve: 50% for surface course.

3. PAVING PLANT AND EQUIPMENT

3.1 Paving plant equipment: IDOT 2001.01 and 2001.22.

3.2 Operating paving plant in accordance with IDOT 2303.04.

3.3 Equipment for placing asphaltic concrete: IDOT 2303.05; automatic screen controls not required.

3.4 Place asphaltic concrete in accordance with IDOT 2303.08

4. JOB MIXING FORMULA

4.1 Obtain approval of Engineer for sources of aggregates and bitumen. Provide analyses of samples of materials to be used.

4.2 Provide preliminary proportion of each aggregate to be used in combined aggregate for approval of Engineer; proportion so that gradation of combined aggregate falls entirely within middle 50% of percentage range for each sieve size specified hereinbefore; Engineer will establish gradation limits for production of various aggregates such that when combined, mixture gradation will fall within middle 75% of percentage range for each sieve size of mixture size selected.

Asphalt

4.3 Mix design criteria Marshall method (50 compaction blows):

Asphalt Concrete  
Surface Course  
3/8" Mixture Size

Marshall Stability, lbs.	1,750 min.
Flow, 0.01 in	8-18
Percent air voids	4-6
Percent voids in mineral aggregate	15.5 min.

4.4 Prepare and test at least three mixtures at varying asphalt contents.

4.5 Final formula: in event aggregates produced fail to comply with gradation of samples, final job mix formula will be adjusted using aggregates actually produced.

5. MISCELLANEOUS ASPHALT PAVING

5.1 Several areas on campus will require overlay that will vary in square yards.

These areas have been shown as near as possible on the drawings and the square yards estimated in the proposal schedule on a unit price basis. It is the obligation of the bidder to visit the site and make himself completely familiar with the various locations involved along with the deteriorated paving that requires total removal and sub-grade preparation.

The proposal shall be based on the quantities shown in the proposal schedule. Any additional paving required, over and above this quantity will be accomplished on the unit price stipulated in the proposal.

5.2 Subgrade preparation; SY:

Unit price includes removal of all earth and/or gravel to a depth required to place granular subbase of a depth of 6". Furnish, spread and compact granular subbase of crushed run limestone, sandstone, or a mixture of sand or pit run gravel with crushed limestone or sandstone screenings. Compact subbase with a uniform density not less than 95%.

5.3 Asphalt paving; SY:

Unit price includes furnishing labor and material to install 2" asphalt concrete overlay as specified under the specification.

6. GENERAL PLACEMENT

- 6.1 Place 2" nominal surface overlay on entire Parking Lot, drives and tennis court.
- 6.2 Excavate and remove all areas of Parking Lot that are broken, repair base and replace with new asphalt.
- 6.3 Apply tack coat at rate of 0.02 to 0.05 gal./SY to surface of base course and allow to set prior to placing surface course.
- 6.4 Construct surface course in one lift; roll to specified density.
- 6.5 Asphalt pavement: density not less than 94% of lab density of approved mixture; percent air voids: 5-10%.
- 6.6 Provide approved weight tickets for asphaltic concrete mixtures incorporated into finished pavement.

7. SURFACE PREPARATION

- 7.1 Remove all loose and foreign material from pavement surface; provide clean surface for placement of asphaltic concrete paving mixture.
- 7.2 Surface must be dry prior to application of tack coat and asphaltic concrete paving mixtures.

8. SURFACE COURSES

- 8.1 Spread with finishing machine in areas of uniform width.
- 8.2 Adjust forward speed of finishing machine to provide continuous placing operation.
- 8.3 Place in thicknesses as shown on plans.
- 8.4 Use string line to maintain edge alignment.
- 8.5 At exposed edges, slope surface courses at 45° from vertical; smooth and compress with finishing machine.
- 8.6 Make provisions for clean, sharp edges by sawing or other means.
- 8.7 Do not rake or disturb layer spread by machine; do all hand raking in area before placement with finishing machine.

Asphalt

- 8.8 Surfaces requiring three or more adjacent passes of finishing machine:
  - 8.8.1 Outer lanes laid first.
  - 8.8.2 Closure of surface made by interior lanes near centerline.
- 8.9 Surfaces requiring two adjacent passes of finishing machine; complete to full width within 24 hours.
- 8.10 Spread no more hot asphaltic concrete paving mixture than can be finished in daylight hours.
- 8.11 If surface of layer becomes dirty, clean and reapply tack coat, at no expense to Owner, to provide bond for succeeding course.

9. HANDLING AND DELIVERY

- 9.1 Control handling and manipulation of hot asphaltic concrete paving mixture from mixer to final spread to maintain uniform composition; prevent segregation of course particles.
- 9.2 Maintain continuous and uniform delivery rate to provide continuous operation of spreading unit.
- 9.3 Do not use cleaning solutions such as kerosene, distillate or petroleum fractions over pavement surfaces.
  - 9.3.1 Do not carry such cleaning solutions on spreading unit.
  - 9.3.2 Wait five hours before using spreader unit after cleaning with above materials.
- 9.4 Keep hand tools clean by heating and scraping.

10. HAND SPREADING

- 10.1 Use hand method of spreading only in areas not accessible to finishing machine.
- 10.2 Do not dump truckloads of hot asphaltic concrete paving mixture on area to be hand spread.
- 10.3 Spread uniformly with hot rakes and shovels; smooth with lute.
- 10.4 Use hand rakes designated for use with asphalt mixtures; handles of lute long enough to reach from edge to middle of strip under construction.
- 10.5 Do not stand on loose mixture while raking.



11. ROLLING

- 11.1 Roll each layer to proper density.
- 11.2 Use power or driving roll for initial contact.
- 11.3 Begin at edge and work toward centerline; reverse trip lapping 2/3 to 3/4 of previous track.
- 11.4 Stagger ends of roller tracks not less than 3' in a manner that tracks will not hold water on surface.
- 11.5 Do not pass roller over end of surface course unless laying has been discontinued.
- 11.6 Following initial rolling, start intermediate rolling to close surface tears and voids.
  - 11.6.1 Roll entire area not less than four times.
  - 11.6.2 Roll until pavement has a density not less than 94% of density obtained in laboratory on mixture.

12. SMOOTHNESS

- 12.1 After second rolling, check surface course with 10' straight edge in direction of rolling.
- 12.2 For variations greater than 1/8" in surface course: heat bumps to soften mixture; smooth with rakes; roll to obtain proper density.
- 12.3 For depressions 1/2" and smaller: heat and loosen surface; add mixture free of coarse particles; rake to proper elevation and roll to obtain proper density.
- 12.4 For depressions greater than 1/2": remove asphaltic concrete paving mixture; replace with fresh mixture; compact and roll to proper density.

13. LIMITATIONS ON OPERATIONS

- 13.1 Do not apply asphaltic concrete paving mixtures at pavement temperatures of less than 40° F.; do not apply to wet or damp surface.
- 13.2 Place no asphaltic concrete paving mixtures between November 15 and April 30 of following year without written approval of Engineer.

Asphalt

14. PAYMENT

- 14.1 No separate payment will be made for work covered under this part of the specifications, except as set forth below.
- 14.2 If items, for which no unit prices are shown on Proposal, are required during construction, contract price shall be adjusted on basis of unit price negotiated with Contractor.
- 14.3 Asphalt Paving, SY: Unit price includes furnishing labor, materials, equipment and incidentals for constructing thick surface course on parking lot and drives as shown on plans; measurement based on surface area of finished pavement.

PART 3: TENNIS COURTS

1. WORK INCLUDED

- 1.1 Furnish labor and material to provide a 2" overlay on tennis court area.
- 1.2 Remove and reset net posts to proper height in NEW concrete base.
- 1.3 Remove section of fencing at N.E. corner of courts (adjacent to building) for access to provide required paving. Provide 2 new access gates 4'0" wide, 7'0" high where section of fencing was removed. Add additional fencing above gates to meet existing height of fencing.

2. MATERIALS

- 2.1 Asphalt cement material shall be same as specified in part 2 of the specifications.

3. SEALANT

- 3.1 Furnish labor and material to apply TUF-TRAC No. UNS 4570 tennis court coating in two colors. Material to be applied according to manufacturer's specifications.

4. STRIPING

- 4.1 Furnish labor and material to apply TUF-TRAC line striping material No. UNS 2112 according to manufacturer's specifications.

Note: TUF-TRAC is manufactured by Sandstrom Products Co.,  
Port Byron, IL 61275

Distributed by:  
Tennis Services of Iowa  
R.R. #2, Box 243  
North Liberty, IA 52317  
Tel: 626-6470  
Attn: Don Farley

PART 4 - STRIPING

INDEX

- |                  |                              |
|------------------|------------------------------|
| 1. WORK INCLUDED | 3. PAINTING                  |
| 2. MATERIALS     | 4. LIMITATIONS ON OPERATIONS |
|                  | 5. PAYMENT                   |

1. WORK INCLUDED

- 1.1 Cleaning and preparation of asphalt surfaces for painting.
- 1.2 Measurement and layout of parking stripes.
- 1.3 Painting of parking stripes in parking lot.

2. MATERIALS

- 2.1 Parking stripe paint: Iowa Paint Manufacturing Company, Inc., Traffic Marking Paint, Yellow, No. 9056, or approved equal.

3. PAINTING

- 3.1 Clean all loose and foreign materials from asphalt surface by brooming or other means.
- 3.2 Remove dirt and dust from asphalt surface by wetting and brooming areas to be painted.
- 3.3 Surface must be dry prior to application of paint.
- 3.4 Provide chalk lines or other means to insure straight and uniform parking stripes.
- 3.5 Paint line width: 4"; provide two coats of paint.

4. LIMITATIONS ON OPERATIONS

- 4.1 Do not paint parking stripes when stormy or inclement weather prevents good workmanship.
- 4.2 Do not apply paint at surface temperatures of less than 50°F.; do not apply to wet or damp surfaces.

Striping

- 4.3 Notify Engineer when measurement and layout of parking stripes are completed; Engineer will review measurement and layout prior to painting.

5. PAYMENT

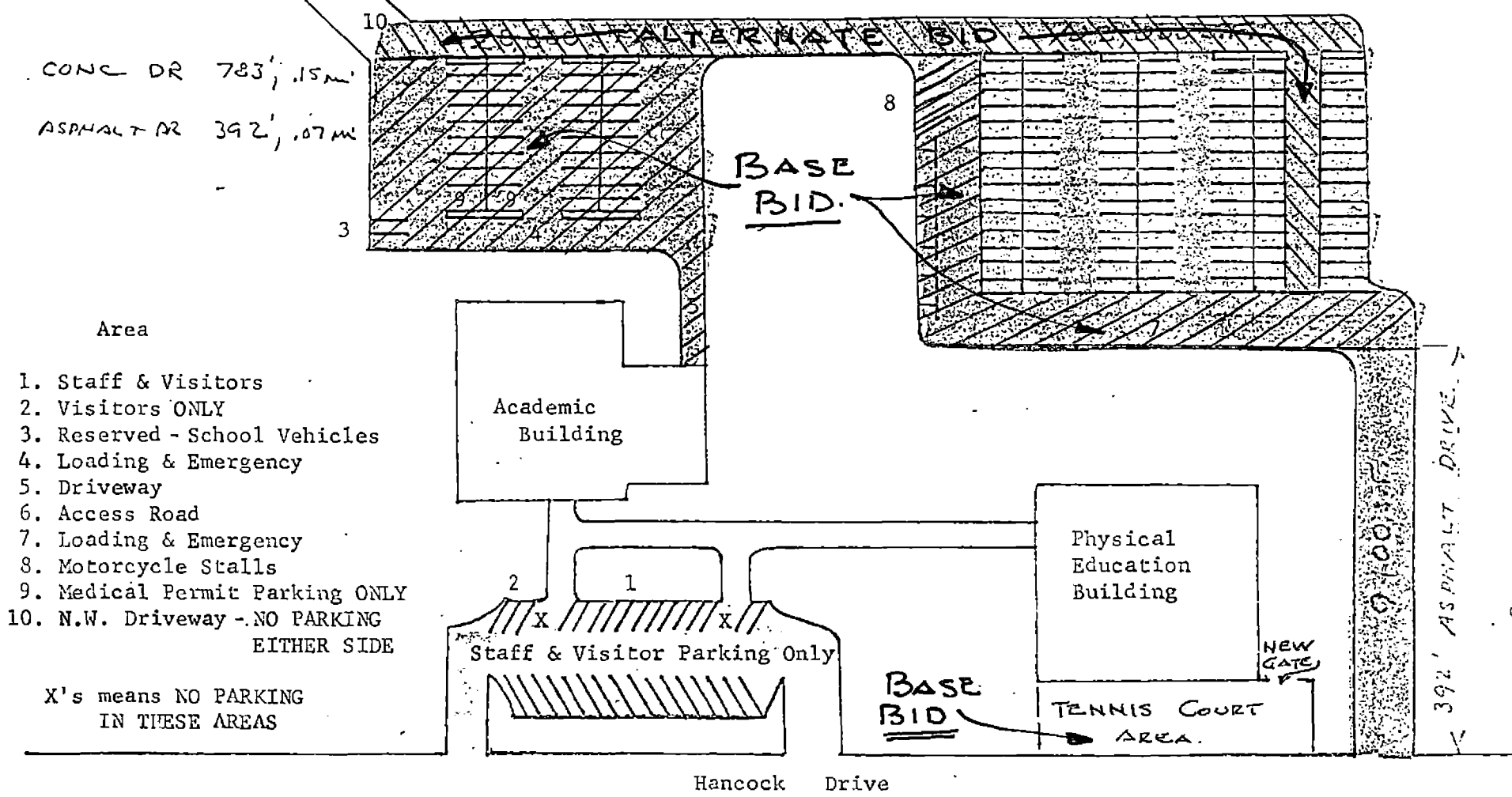
- 5.1 No separate payment will be made for work covered under this part of the specifications, except as set forth below.
- 5.2 Striping, LS: lump sum price includes furnishing labor, materials, equipment and incidentals for cleaning and preparation of asphalt surfaces, measurement and layout of parking stripes and centerlines, painting and miscellaneous associated work, including cleanup.

des moines area  
community college

Boone Campus  
1125 Hancock Drive  
Boone, Iowa 50036

Parking Lots & Driveways

6" REINFORCED CONCRETE. 18,800 SQ FT OF 24' WIDE DRIVEWAY. 12,000 SQ. FT. OF PARKING.  
4" ASPHALT PARKING LOTS. 140,000 SQ. FT. TOTAL.



CONC DR 783', .15M'  
ASPHALT DR 392', .07M'

- Area
1. Staff & Visitors
  2. Visitors ONLY
  3. Reserved - School Vehicles
  4. Loading & Emergency
  5. Driveway
  6. Access Road
  7. Loading & Emergency
  8. Motorcycle Stalls
  9. Medical Permit Parking ONLY
  10. N.W. Driveway -.NO PARKING EITHER SIDE

X's means NO PARKING IN THESE AREAS

1700' ASPHALT DRIVE. 766'

6/79

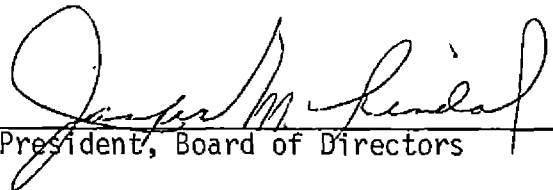
ATTACHMENT NO. \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

RESOLUTION FIXING DATE FOR RECEIPT OF BIDS FOR  
PAVING PARKING LOT AND PERIMETER DRIVES  
BOONE CAMPUS

RESOLVED, that sealed proposals for the paving parking lot and perimeter drives on the Boone Campus will be received at Building No. 1, Room 30, Ankeny Campus, 2006 S. Ankeny Blvd., Ankeny, Iowa, until 2:00 p.m., Central Standard Time, June 8, 1984, 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 22nd DAY OF MAY, 1984.

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary, Board of Directors

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The Board of Directors of Des Moines Area  
Community College, Ankeny, Iowa.

Date of Meeting: May 22, 1984

Time of Meeting: 5:30 p.m.

Place of Meeting: Des Moines Area Community College, Ankeny,  
Iowa. Building 1, Room 30

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned  
governmental body will meet at the date, time and place above  
set out. The tentative agenda for said meeting is as follows:

\$27,000 New Job Training Certificates, Series 1984.

- Resolution Approving New Jobs Training Agreement.

Such additional matters as are set forth on the addi-  
tional two page(s) attached hereto.  
(number)

This notice is given at the direction of the President  
pursuant to Chapter 28A, Code of Iowa, and the local rules of  
said governmental body.



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



May 22, 1984

The Board of Directors of the Des Moines Area Community College, State of Iowa, met in regular session, in the Board Room, Building 1, DMACG, Ankeny, Iowa, at 5:30 o'clock p.M., on the above date. There were present President Jaspar M. Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Ray Clark, Susan Clouser, Eldon Leonard,

Ted Nemmers, Herbert Ritland, Don Rowen, Douglas Shull

Absent: NONE

\* \* \* \* \*

Board Member Eldon Leonard introduced the following Resolution entitled "RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT", and moved that the same be adopted. Board Member Ray Clark seconded the motion to adopt. The roll was called and the vote was,

AYES: D. Bendixen, R. Clark, S. Clouser, E. Leonard  
T. Nemmers, J. Risdal, H. Ritland, D. Rowen, D. Shull

NAYS: None

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT

WHEREAS, the Area School is in need of funds to carry out a new job training project as hereinafter described; and, it is deemed necessary that it should issue Job Training Certificates to the amount of not to exceed \$27,000 as authorized by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act"), for the purpose of providing funds to pay costs thereof; and

WHEREAS, a New Job Training Agreement has been negotiated with Pearl River Chinese Food Manufacturing, Inc., which Agreement establishes a new job training program to educate and train certain persons employed by Pearl River Chinese Food Manufacturing, Inc. in new jobs and such Agreement is deemed to be beneficial to the Area School and to Pearl River Chinese Food Manufacturing, Inc.; and

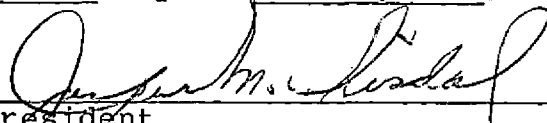
WHEREAS, the form of Agreement has been presented to this Board and is deemed to be appropriate for the purpose; and

WHEREAS, before Job Training Certificates may be issued to fund the project contemplated by the Agreement, it is necessary to comply with the provisions of the Act and to approve the execution of the Agreement.

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

That the Job Training Agreement with Pearl River Chinese Food Manufacturing, Inc. and the form thereof are hereby approved and the President and Secretary are authorized to sign the Agreement on behalf of the Area School.

PASSED AND APPROVED this 22 day of May, 1984.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

CERTIFICATE

STATE OF IOWA                    )  
                                      ) SS.  
COUNTY OF POLK                 )

I, the undersigned Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said School showing proceedings of the Board, and the same is a true and complete copy of the action taken by said Board with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 28A, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 22 day of May, 1984.

Helen M. Minor  
Secretary of the Board of  
Directors of the Des Moines Area  
Community College in the Counties  
of Adair, Audubon, Boone, Carroll,  
Cass, Clarke, Crawford, Dallas,  
Greene, Guthrie, Hamilton,  
Hardin, Jasper, Lucas, Madison,  
Mahaska, Marion, Marshall, Polk,  
Poweshiek, Shelby, Story and  
Warren, State of Iowa

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INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT

between

Des Moines Area Community College,  
Ankeny, Iowa (the "Area School")

and

Pearl River Chinese Food Manufacturing, Inc.

Dated as of May 22, 1984

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Relating to

\$27,000

Des Moines Area Community College,  
Ankeny, Iowa

Des Moines Area Community College

Job Training Certificates

( Pearl River Chinese Food Manufacturing, Inc. Project )

Series 1984

INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of May 22, 1984 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Pearl River Chinese Food Manufacturing, Inc., a Delaware corporation (the "Employer"), under the following circumstances:

A. Pursuant to House File 623, 1983 Iowa Acts, Chapter 171 (the "Act"), enacted by the 70th General Assembly, the Area School has determined to enter into this Agreement with Employer for purposes of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

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

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

ARTICLE I

REPRESENTATIONS

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

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

(a) It is a Delaware corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described) and to enter into and carry out the transactions contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute the Agreement or to otherwise comply with its obligations contained in the Agreement.

(d) The employees to be covered by this Agreement have not commenced work for the Employer as of the date of the execution of this Agreement and those employees will be employed in new jobs in connection with the expansion of the Employer's business operations.

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

## ARTICLE II

### PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Proposal". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Attached hereto as Exhibit "B" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

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

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

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project including principal and interest on the certificates. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project.

Section 2.5. The term of this Agreement shall be for ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.6. The Area School may revise the Training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as in the resolution set forth.

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

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled



to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. Provided, however, that the Employer will be entitled to reimbursement of its own funds from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

### ARTICLE III

#### PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, Payments on or before each Principal and Interest Payment Date until the principal of and premium, if any, and interest on the Certificates shall have been paid, by paying, or causing to be paid, to the Area School, as Payments hereunder, an amount equal to the amount payable as installments of principal of (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such Principal and Interest Payment Date.

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

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

Section 3.3. The obligation of the Employer to make Payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the Payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that new jobs credit from withholding, as defined and described in Section 5 of the Act, shall be pledged for payment of the principal of and premium, if any, and interest on the

Certificates. To the extent required by the Act, the Employer further agrees that the Payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

#### ARTICLE IV

##### EVENTS OF DEFAULT AND REMEDIES

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

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

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

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Company herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

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

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

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

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

## ARTICLE V

### MISCELLANEOUS

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

PEARL RIVER CHINESE FOOD MANUFACTURING, INC.  
2075 N. W. 92ND COURT, CLIVE, IOWA 50053

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

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

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

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

Section 5.7. To further secure the payment of principal of, premium, if any, and interest on the Certificates, the Employer shall, prior to the sale and issuance of the Certificates, cause to be provided to the Area School a guarantee of such payments by the Employer in form and content acceptable to the Area School.

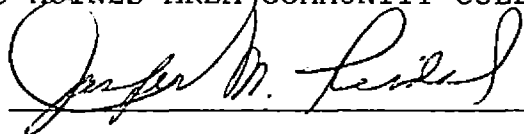
Section 5.8. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The Parties shall agree upon a repayment schedule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

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

Section 5.10. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

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

DES MOINES AREA COMMUNITY COLLEGE

By 

ATTEST:



PEARL RIVER CHINESE FOOD  
MANUFACTURING, INC.

By 

(Seal)

ATTEST:

\_\_\_\_\_

TO: PEARL RIVER

FROM: DES MOINES AREA COMMUNITY COLLEGE  
INSTITUTE FOR BUSINESS AND INDUSTRY

RE: TRAINING PROGRAM FOR NEW PEARL RIVER  
EMPLOYEES

WE ARE PLEASED TO BE PART OF A TRAINING PROGRAM THAT CREATES NEW JOBS FOR THE DES MOINES AREA AND CONGRATULATE PEARL RIVER ON THE SELECTION OF THE DES MOINES AREA FOR THE LOCATION OF THE NEW PEARL RIVER PLANT. PEARL RIVER'S INVESTMENT IN THE CENTRAL IOWA ECONOMY WILL BE MUTUALLY BENEFICIAL TO THE COMPANY AND THE COMMUNITY. THE 1983 IOWA LEGISLATURE'S PROGRESSIVE LEGISLATION ENABLES THE DES MOINES AREA COMMUNITY COLLEGE AND PEARL RIVER TO JOINTLY PLAN AND DELIVER A TRAINING PROGRAM THAT WILL BE FINANCED BY REVENUE GENERATED FROM THE IOWA INCOME TAX GENERATED FROM THE NEW JOBS CREATED BY PEARL RIVER'S INVESTMENT. HOUSE FILE 623 IS AN INCENTIVE FOR COMPANIES TO CREATE NEW JOBS AND WE ARE PLEASED YOU ARE TAKING PART IN THIS INCENTIVE.

THE ATTACHED TRAINING PROGRAM DETAILS THE PROPOSED NEW JOBS, THE TRAINING BUDGET, AND THE TRAINING UNIT DESCRIPTIONS.

DES MOINES AREA COMMUNITY COLLEGE IS PLEASED TO BE A PART OF THIS NEW JOBS INCENTIVE TRAINING PROGRAM AND WE LOOK FORWARD TO HELPING YOU MEET YOUR TRAINING NEEDS IN THE FUTURE.

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PROPOSED NEW JOBS  
PEARL RIVER

# OF EMPLOYEES	JOB TITLES	SVP	EST. HOURLY PAY W/O BENEFITS
1	VEG. LINE AND BAND SAW OPERATOR	2	\$5.50
2	VEGETABLE LINE	2	4.50
1	MEAT INSPECTOR AND OPERATOR	2	6.00
1	RETORT/BOILER II OPERATOR	3	7.00
4	FRYER AND BLENDER MIXER OPERATOR	2	5.50
1	MEAT & SAUCE FILLER OPERATOR	2	7.00
1	CAN CONVEYOR FEEDER	2	4.50

PROPOSED TRAINING UNITS  
PEARL RIVER

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UNIT ONE - ORIENTATION

THIS UNIT IS DESIGNED TO GIVE THE NEW EMPLOYEES OF PEARL RIVER AN OVERVIEW OF THE ORGANIZATION, THE COMPANIES MISSION, AND THE FOOD PROCESSING INDUSTRY.

THE EMPLOYEES WILL BE GIVEN INFORMATION ON THE COMPANIES POLICIES/PROCEDURES, BENEFITS, AND APPROPRIATE PAY SCHEDULES.

THE OBJECTIVES OF THIS UNIT WILL BE ACCOMPLISHED IN SMALL GROUP MEETINGS AND USING AUDIO-VISUAL TRAINING MATERIALS.

UNIT TWO - SAFETY

PEARL RIVER'S SAFETY POLICY AIMS FOR A CONSISTENT PROGRAM AND SET OF RULES TO CONTROL OCCUPATIONAL HAZARDS AND ELIMINATE ACCIDENTS IN THE PRODUCTION PROCESS AT PEARL RIVER, IN ORDER TO PREVENT INJURY TO PERSONNEL AND DESTRUCTION OF EQUIPMENT, RAW MATERIALS, AND PROPERTY.

THE OBJECTIVE OF THIS UNIT WILL BE ACCOMPLISHED IN SMALL GROUP MEETINGS AND USING AUDIO-VISUAL TRAINING MATERIALS.

UNIT THREE - ON-THE-JOB TRAINING

THIS TRAINING UNIT PROVIDES SPECIFIC ON THE JOB TRAINING IN THE SEVEN NEW JOB CATAGORIES FOR THE NEW EMPLOYEES. THIS TRAINING WILL LAST FROM 30 TO 90 DAYS IN ACCORDANCE WITH THE SVF ALLOWABLE OJT TRAINING LENGTH.

BUDGET NARRATIVE  
PEARL RIVER

THE TOTAL PROGRAM EXPENSES ARE OUTLINED IN THE PROPOSED BUDGET ON PAGE 4 AND THE SPECIFIC TRAINING PROGRAM EXPENSES ARE DETAILED ON PAGE 5.

PAYMENTS FOR THE VARIOUS TRAINING PROGRAM EXPENSES WILL BE MADE IN TWO (2) EQUAL PAYMENTS. THE FIRST PAYOUT WILL BE MADE BY JULY 31, 1984 AND THE SECOND PAYOUT WILL BE MADE BY OCTOBER 31, 1984.

PROPOSED BUDGET  
PEARL RIVER

TOTAL AVAILABLE FUNDS ..... \$24,825

PROGRAM EXPENSES:

TRAINING PROGRAM.....\$18,504

ADMINISTRATIVE..... 3,321

LEGAL..... 3,000

UNDERWRITING..... 000

PROGRAM EXPENSES \$24,825

PROPOSED TRAINING BUDGET  
PEARL RIVER

(1)	INSTRUCTIONAL SALARIES.....	\$1,484
(2)	MATERIALS & SUPPLIES FOR TRAINING UNITS.....	250
(3)	O-J-T TRAINING COSTS.....	\$8,790
(4)	AUDIO-VISUAL PROGRAMS FOR ORIENTATION, SAFETY AND O-J-T UNITS.....	\$7,980
	TOTAL PROPOSED TRAINING BUDGET	\$18,504

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body: The Board of Directors of Des Moines Area  
Community College, Ankeny, Iowa.

Date of Meeting: May 22, 1984

Time of Meeting: 5:30 p.m.

Place of Meeting: Des Moines Area Community College, Ankeny,  
Iowa. Building 1, Room 30


PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned  
governmental body will meet at the date, time and place above  
set out. The tentative agenda for said meeting is as follows:

\$225,000 New Job Training Certificates, Series 1984.

- Resolution Approving New Jobs Training Agreement.

Such additional matters as are set forth on the addi-  
tional two page(s) attached hereto.  
(number)

This notice is given at the direction of the President  
pursuant to Chapter 28A, Code of Iowa, and the local rules of  
said governmental body.

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

May 22, \_\_\_\_\_, 1984

The Board of Directors of the Des Moines Area Community College, State of Iowa, met in regular/open session, in the Building 1, Room 30, DMACC Ankeny, Iowa, at 5:30 o'clock P.M., on the above date. There were present President Jasper M. Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Ray Clark, Susan Clouser, Eldon Leonard

Ted Nemmers, Herbert. Ritland, Don Rowen, Doug Shull

Absent: None

\* \* \* \* \*

Board Member Eldon Leonard introduced the following Resolution entitled "RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT", and moved that the same be adopted. Board Member Ray Clark seconded the motion to adopt. The roll was called and the vote was,

AYES: D. Bendixen, R. Clark, S. Clouser, E. Leonard,  
T. Nemmers, J. Risdal, H. Ritland, D. Rowen, D. Shull

NAYS: None

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT

WHEREAS, the Area School is in need of funds to carry out a new job training project as hereinafter described; and, it is deemed necessary that it should issue Job Training Certificates to the amount of not to exceed \$225,000 as authorized by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act"), for the purpose of providing funds to pay costs thereof; and

WHEREAS, a New Job Training Agreement has been negotiated with Distinctive Printing and Packaging Co., which Agreement establishes a new job training program to educate and train certain persons employed by Distinctive Printing and Packaging Co. in new jobs and such Agreement is deemed to be beneficial to the Area School and to Distinctive Printing and Packaging Co.; and

WHEREAS, the form of Agreement has been presented to this Board and is deemed to be appropriate for the purpose; and

WHEREAS, before Job Training Certificates may be issued to fund the project contemplated by the Agreement, it is necessary to comply with the provisions of the Act and to approve the execution of the Agreement.

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

That the Job Training Agreement with Distinctive Printing and Packaging Co. and the form thereof are hereby approved and the President and Secretary are authorized to sign the Agreement on behalf of the Area School.



PASSED AND APPROVED this 22 day of May, 1984.

*Joseph M. Luedel*  
President

ATTEST:

*Robert M. Minor*  
Secretary

CERTIFICATE

STATE OF IOWA )  
 ) SS.  
COUNTY OF POLK )

I, the undersigned Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said School showing proceedings of the Board, and the same is a true and complete copy of the action taken by said Board with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 28A, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 22 day of May, 1984.

Helen M. Minor  
Secretary of the Board of  
Directors of the Des Moines Area  
Community College in the Counties  
of Adair, Audubon, Boone, Carroll,  
Cass, Clarke, Crawford, Dallas,  
Greene, Guthrie, Hamilton,  
Hardin, Jasper, Lucas, Madison,  
Mahaska, Marion, Marshall, Polk,  
Poweshiek, Shelby, Story and  
Warren, State of Iowa

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INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT

between

Des Moines Area Community College,  
Ankeny, Iowa (the "Area School")

and

Distinctive Printing and Packaging Co.

Dated as of May 22, 1984

---

Relating to

\$225,000

Des Moines Area Community College,  
Ankeny, Iowa

Des Moines Area Community College  
Job Training Certificates

( Distinctive Printing and Packaging Co. Project )

Series 1984

INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT

This Training Agreement (the "Agreement") made and entered into as of May 22, 1984 between Des Moines Area Community College, Ankeny, Iowa (the "Area School") and Distinctive Printing and Packaging Co., an Iowa corporation (the "Employer"), under the following circumstances:

A. Pursuant to House File 623, 1983 Iowa Acts, Chapter 171 (the "Act"), enacted by the 70th General Assembly, the Area School has determined to enter into this Agreement with Employer for purposes of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs.

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

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

ARTICLE I

REPRESENTATIONS

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

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

(a) It is an Iowa corporation.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments given by the Employer to secure the Certificates (hereinafter described) and to enter into and carry out the transactions contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Company is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute the Agreement or to otherwise comply with its obligations contained in the Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer prior to April 17, 1984; the date of the approval of the Statement of Intent and those employees will be employed in new jobs in connection with the expansion of the Employer's business operations.

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

## ARTICLE II

### PROJECT; PROGRAM SERVICES

Section 2.1. The "Project" shall consist of the program services described and the on-the-job training program described on Exhibit "A" entitled "Training Proposal". Exhibit "A" is incorporated herein by reference. Exhibit "A" shows the number of employees, areas of training, training period and estimated costs. Attached hereto as Exhibit "B" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer relating to the Project.

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

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

Section 2.4. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project. The costs shall be paid from new jobs credit from withholding with respect to persons employed at the Project, incremental property taxes to be received or derived from the Employer's business property where the new jobs are created is a result of the Project described as: lot 4 Industrial Park Plat 1, West Des Moines, Iowa.

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

Section 2.6. The Area School may revise the Training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.7. The Certificates will be issued pursuant to a resolution adopted by the Board of Directors of the Area School in the aggregate principal amount, bearing interest, maturing and being redeemable as in the resolution set forth.

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

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of such Project in full from its own funds and may in its sole discretion prepay such amounts without penalty. If the Employer should pay any portion of such costs from its own funds, it shall be entitled

to reimbursement from the Project Fund when a surplus is attained in such fund and not needed to satisfy the debt service requirements on the Certificates.

### ARTICLE III

#### PAYMENTS; SECURITY

Section 3.1. The Employer shall make, or cause to be made, Payments by paying, or causing to be paid, to the Area School, as Payments hereunder, an amount equal to the amount payable as installments of principal of (whether at maturity or by redemption) and premium, if any, and interest on the Certificates on such Principal and Interest Payment Date.

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

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

Section 3.3. The obligation of the Employer to make Payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the Payments and compliance by the Employer with all the terms, provisions and conditions hereof, Employer agrees that incremental property taxes, as defined and described in Section 4 of the Act, and new jobs credit from withholding, as defined and described in Section 5 of the Act, shall be pledged for

payment of the principal of and premium, if any, and interest on the Certificates. To the extent required by the Act, the Employer further agrees that the Payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

#### ARTICLE IV

##### EVENTS OF DEFAULT AND REMEDIES

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

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

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

(c) The Employer shall: (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of



insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Company herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

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

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

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any

such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

## ARTICLE V

### MISCELLANEOUS

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

Joseph R. Lane, Jr.  
Vice President, Manufacturing  
Distinctive Printing &  
Packaging Co.  
00520 S. 18th Street  
West Des Moines, IA 50265

Mr. Donald Zuck  
Manager, Business Services  
2006 S. Ankeny Blvd.  
Ankeny, IA 50021

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

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

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

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

Section 5.7. The Area School and the Employer agree to use their best efforts to sell and issue the Certificates and the Employer will cooperate with the Area School to provide necessary financial information in connection with the sale of the Certificates. The Parties shall agree upon a repayment schedule prior to the issuance of certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this agreement shall terminate and the Project terminated by mutual agreement of the Parties.

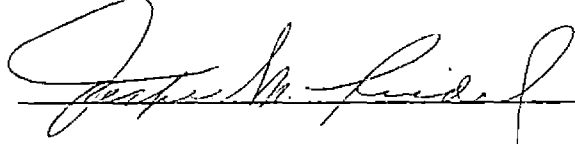
Section 5.8. The Employer covenants that it shall take such action or shall refrain from taking any action as shall be necessary to maintain the exemption from Federal income taxes of the interest on the Certificates.

Section 5.9. The Employer agrees to keep the facilities for which the Project has been established continuously insured in an amount at least equal to the total amount of the Certificates outstanding insuring the facilities against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore the facilities to their former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

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

DES MOINES AREA COMMUNITY COLLEGE

By



ATTEST:



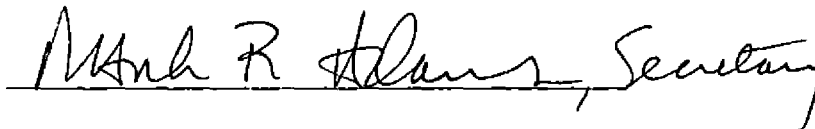
DISTINCTIVE PRINTING AND  
PACKAGING CO.

By



(~~Seal~~)

ATTEST:



DISTINCTIVE PACKAGING  
PROPOSED NEW JOBS

# OF EMPLOYEES	JOB TITLE	SVP	HOURLY SALARY WITHOUT BENEFITS
1	OFF-SET OPERATOR	7	\$12.00
2	ASSISTANT PRESS OPERATOR	7	6.50
1	AUTO PLATEN DIE CUTTER OPERATOR	7	10.50
1	CYLN. PRESS DIE CUTTER OPERATOR	7	6.00
2	" " " " " ASSISTANT	7	5.65
1	CUTTING MACHINE OPER. / SHEETER	4	5.25
1	BOX FOLDING MACHINE OPERATOR	4	6.30
1	" " " " " ASSISTANT	4	5.25
1	STRIPPER/PLATE MAKER	8	10.00
4	PAPER STRIPPER/INSPECTOR	5	5.10
1	PACKAGING DESIGNER/SAMPLE MAKER	6	5.25
1	DESIGNER ASSISTANT/ESTIMATOR	6	5.00
1	COMPUTER PROGRAMMER	7	12.00
1	SALES SERVICE	7	5.50
1	PURCHASING ASSISTANT	7	5.50
1	GENERAL OFFICE/CLERK TYPIST	4	5.00

TOTAL NUMBER OF NEW EMPLOYEES -21

THE FRINGE BENEFIT SHOULD BE CALCULATED BY ADDING 27% TO THE  
INDIVIDUAL SALARIES REPORTED ABOVE WITHOUT BENEFITS.

CATALOG OF TRAINING UNITS

MULTI UNIT GRAPHIC ARTS PROGRAM

UNIT ONE: ORIENTATION, COMPOSITION AND PASTE-UP

- A. SHOP ORGANIZATION
- B. PHOTO OFFSET THEORY
- C. PRINCIPLES OF COPY PLANNING AND PREPARATION - OVERVIEW
- D. PRINCIPLES OF COPY PLANNING AND PREPARATION
- E. TYPOGRAPHY
- F. DESIGN PRINCIPLES
- G. PASTE-UP PRINCIPLES AND PROCEDURES
- H. COMPOSITION - OVERVIEW AND FORMAT
- I. TYPESETTING PROCEDURES
- J. PROOFS, PROOFREADING, AND CORRECTION

UNIT TWO: PROCESS CAMERA STRIPPING AND PLATEMAKING

- A. PROCESS CAMERA AND DARKROOM EQUIPMENT
- B. LINE PHOTOGRAPHY
- C. HALFTONE PHOTOGRAPHY
- D. OTHER DARKROOM TECHNIQUES
- E. OVERVIEW OF PROCESS COLOR PHOTOGRAPHY
- F. CONTINUOUS FILM PROCESSING AND PRINTING
- G. INTRODUCTION OF STRIPPING
- H. STRIPPING TECHNIQUES
- I. INTRODUCTION TO PLATEMAKING
- J. PLATEMAKING TECHNIQUES

CATALOG OF TRAINING UNITS  
(CONTINUED)

UNIT THREE: THE PRESS AND RELATED PROCESSES

- A. BASIC PRESS FUNDAMENTALS
- B. OFFSET PRESS SYSTEMS
- C. OFFSET PRESS OPERATING PROCEDURES
- D. OFFSET INKS AND DAMPENING CHEMISTRY
- E. PREVENTIVE MAINTENANCE AND TROUBLESHOOTING
- F. RELATED INFORMATION
- G. OTHER PRINTING PROCESSES
- H. COST AWARENESS
- I. BINDING AND FINISHING
- J. CALCULATING PAPER CUTTING

\*\* THE ABOVE 80 CONTACT HOUR PROGRAM WILL BE TAUGHT IN THE PRINTING PROGRAM, DMACC, ANKENY CAMPUS.

\*\* THE INSTRUCTION AND MATERIALS WILL BE PROVIDED BY DMACC FOR 15 PARTICIPANTS. THE NUMBER OF PARTICIPANTS WILL VARY FROM 1 - 10 ON A DAILY BASIS THROUGHOUT THE PROGRAM.

ADDITIONAL INSTRUCTION PROVIDED BY DMACC

---

SAFETY AND FIRST AID ( 6 HOURS)  
MATH AND METRIC (12 HOURS)  
BLUEPRINT READING ( 3 HOURS)

EXHIBIT "B"

WORKING BUDGET  
(PROGRAM EXPENSES)

TOTAL AVAILABLE FUNDS ..... \$195,250

EXPENSES:

LEGAL .....\$ 3,800

UNDERWRITING .....\$ 6,750

ADMINISTRATION .....\$ 21,800

TRAINING PROGRAM .....\$162,900  
-----

PROGRAM EXPENSES \$195,250



WORKING BUDGET  
(TRAINING PROGRAM EXPENSES CONTINUED)

INDIRECT COSTS  
-----

PERSONNEL DEPARTMENT - PRE-EMPLOYMENT  
ORIENTATION AND INSERVICE

SUB-TOTAL..... \$ 14,000

EQUIPMENT LEASE  
-----

1 CYL. DIE CUTTER	6.24 WEEKS	\$ 320
1 FLAT AUTO PLATTEN DIE CUTTER	10.4 WEEKS	\$ 5,338
1 TWO COLOR PRESS	33.8 WEEKS	\$12,144
6 DENSITOMETER	13.8 WEEKS	\$ 1,668
1 COMPUTER & TERMINALS	6.5 WEEKS	\$ 3,660
1 FORKLIFT	5.2 WEEKS	\$ 200
1 VCR CAMERA, OVERHEAD PROJECTOR RECORDER, SLIDE PROJECTOR	26 WEEKS	\$ 667
1 PLATE MAKING EQUIPMENT	10.4 WEEKS	\$ 1,334
1 FOLDER GLUER (WITH AUTO- BOTTOM)	13. WEEKS	\$14,679
1 FOLDER GLUER (W/O AUTO- BOTTOM)	7. WEEKS	\$ 3,669
1 FOUR COLOR PRESS	34. WEEKS	\$26,016
1 SHEETER	13. WEEKS	\$ 1,335
1 CUTTER	13. WEEKS	\$ 1,200
SUB-TOTAL.....		\$72,230

MATERIALS  
-----

BOARDS	\$75,000	
INK AND VARNISH	\$ 2,244	
CHEMICALS	\$ 744	
PLATES AND BLANKETS	\$ 3,000	
DIES & MAKE READY MATERIALS	\$ 1,248	
MICS:RAGS,PRESS BACKINGS, ECT	\$ 396	
SUB-TOTAL.....		\$82,632

TOTAL TRAINING PROGRAM EXPENSES.....\$251,512

WORKING BUDGET  
(TRAINING PROGRAM EXPENSES)

INSTRUCTION (DMACC)  
MULTI-UNIT GRAPHIC ARTS PROGRAM

UNIT ONE - ORIENTATION, COMPOSITION  
AND PASTE-UP

UNIT TWO - PROCESS CAMERA STRIPPING  
AND PLATEMAKING

UNIT THREE - THE PRESS AND RELATED  
PROCESSES

\$5,700

FUNDAMENTAL BASICS

MATH, METRIC, BLUEPRINT READING,  
FIRST AID, AND SAFETY

\$1,950

MEDIA DEVELOPMENT

VIDEO TAPES - 35mm SLIDE/SOUND  
MULTI-COLOR TRANSPARENCIES

\$7,000

SUB-TOTAL..... \$ 14,650

DISTINCTIVE PACKAGING INSTRUCTION  
INSTRUCTORS AND TRAINERS  
IN PLANT TRAINING

PROJECT MANAGER F/T 1 YEAR  
\$26,000

PRESS MANAGER F/T 1 YEAR  
\$25,000

PLANT MANAGER F/T 4 WEEKS  
\$ 3,300

SUPPORT SERVICES  
DESIGN ENGINEER 12 WEEKS  
\$ 7,500

FINANCE/COMPTRROLLER 4 WEEKS  
\$ 3,200

SALES SERVICE 10 WEEKS  
\$ 3,000

SUB-TOTAL..... \$ 68,000

STATEMENT OF INTENT

April 30, 1984

Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, IA 50021

RE: New Jobs Training Program

On behalf of Hettinga Corporation, a business corporation doing business in Iowa (the "Company"), the undersigned represents that the Company wishes, pursuant to House File 623, 1983 Acts, Chapter 171, enacted by the 70th General Assembly, to, in cooperation with Des Moines Area Community College (the "College"), establish a new jobs training program for approximately 25 new job positions, the costs of which training program would be deferred over a period of time not to exceed ten years. The College would, in cooperation with the Company, issue Industrial New Jobs Training Certificates to provide an amount not to exceed \$87,000 to pay initially the costs of the training program and the Company and the College would agree to allocate incremental property taxes and new jobs credit from withholding to pay the principal of and interest on the Certificates. The Company and the College will use their best efforts to formalize this understanding in a training agreement to be accepted by the Board of Directors of the College and to thereafter proceed with the establishment of the training program and the sale and issuance of the Certificates.

HETTINGA CORPORATION

By Jessie L. Hettinga

Accepted this 30 day of April, 1984.

DES MOINES AREA COMMUNITY COLLEGE

By [Signature]

May 22, 1984

The Board of Directors of the Des Moines Area Community College, State of Iowa met in regular session, in the Board Room, Building 1, Ankeny Campus \_\_\_\_\_, Ankeny, Iowa, at 5:30 o'clock P.M., on the above date. There were present President Jasper M. Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Ray Clark, Susan Clouser, Eldon Leonard,  
Ted Nemmers, Herbert Ritland, Don Rowen, Douglas Shull

---

Absent: None

\* \* \* \* \*

Board Member Ted Nemmers introduced the following Resolution entitled "RESOLUTION APPROVING STATEMENT OF INTENT AND PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED ON THE TAXABLE BUSINESS PROPERTY WHERE NEW JOBS ARE CREATED BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON SUCH CERTIFICATES", and moved that the same be adopted. Board Member Douglas Shull seconded the motion to adopt. The roll was called and the vote was,

AYES: D. Bendixen, R. Clark, S. Clouser, E. Leonard,  
T. Nemmers, J. Risdal, H. Ritland, D. Rowen, D. Shull

NAYS: None

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION APPROVING STATEMENT OF INTENT AND PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED ON THE TAXABLE BUSINESS PROPERTY WHERE NEW JOBS ARE CREATED BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON SUCH CERTIFICATES

WHEREAS, the Area School is in need of funds to carry out a proposed new job training project as hereinafter described; and, it is deemed necessary that it should issue New Job Training Certificates to the amount of not to exceed \$115,000 as authorized by House File 623, 1983 Iowa Acts, Chapter 171 enacted by the 70th General Assembly and effective July 1, 1983 (the "Act"), for the purpose of providing funds to pay costs thereof; and

WHEREAS, a Statement of Intent has been presented to this Board providing for the establishment of a new job training program for approximately 25 workers in new jobs within the Merged Area.

WHEREAS, it is necessary to provide for the division of taxes to be levied and collected on the taxable business property where new jobs are created as hereinafter provided in order to pay the certificates as in the Statement of Intent and Section 4 of the Act provided.

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

Section 1. That the Statement of Intent with Hettinga, Inc. in the form presented is hereby approved and the President is authorized to sign the Statement on behalf of the Area School.

Section 2. That the taxes levied on the employer's taxable business property where new jobs are created as a result of the project including the lots and parcels within the boundaries, as follows:

Lot 14 Interstate Investment Subdivision  
forming a part of the City of Clive within  
Polk County, Iowa

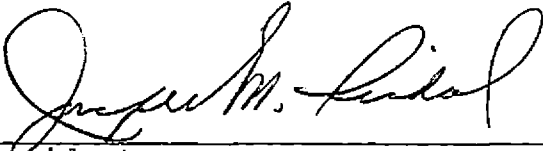
from and after the effective date of this resolution shall be divided as provided in section 403.19, subsections 1 and 2 and in the Act.

That portion of the taxes which would be produced by the rate at which the taxes levied each year by each of the taxing districts taxing the employer's business property where new jobs are created as a result of the project upon the total sum of the assessed value of said property as shown on the assessment roll last equalized prior to the date of this resolution shall be allocated to and when collected paid into the fund for the respective taxing district as taxes by and for said taxing district into which all other property taxes are paid. The taxes so determined are the base period taxes.

That portion of the taxes each year in excess of the base period taxes shall be allocated to and when collected by paid into a special fund to be hereafter established by resolution of this Board to pay the principal of and interest on the certificates issued to finance the Project.

At such time as the certificates and interest thereon have been paid, all monies thereafter received from taxes upon the employer's business property where new jobs are created as a result of the project shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

PASSED AND APPROVED this 22 day of May,  
1984.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary


AS-1  
12-83

CERTIFICATE

STATE OF IOWA                    )  
                                      ) SS.  
COUNTY OF POLK                 )

I, the undersigned Secretary of the Board of Directors of the Des Moines Area Community College, in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of said School showing proceedings of the Board, and the same is a true and complete copy of the action taken by said Board with respect to said matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and a tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the local rules of the Board and the provisions of Chapter 28A, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by said law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no board vacancy existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the School or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 22 day of  
May, 1984.

  
Secretary of the Board of Directors  
of the Des Moines Area Community  
College in the Counties of Adair,  
Audubon, Boone, Carroll, Cass,  
Clarke, Crawford, Dallas, Greene,  
Guthrie, Hamilton, Hardin, Jasper,  
Lucas, Madison, Mahaska, Marion,  
Marshall, Polk, Poweshiek, Shelby,  
Story and Warren, State of Iowa



Board approved 5-22-84

ATTACHMENT #9  
Regular Meeting

May 22, 1984

Page 1 of 5

DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

MAY, 1984

## AFFIRMATIVE ACTION PROGRAM

## SECTION ONE

## PART A - EMPLOYMENT POLICIES, PRACTICES AND PROCEDURES

Des Moines Area Community College reaffirms its policy to provide equal opportunity employment and advancement of its employees on the basis of merit and fitness without discrimination because of race, color, religion, sex, age or national origin. It is also the policy of Des Moines Area Community College not to discriminate against any employee or applicant for employment of the protected classes. Further, the institution will request all contractors, sub-contractors and suppliers with whom it contracts to provide the institution with an assurance indicating their compliance with federal and state employment discrimination laws. The employment policies, practices and procedures set forth below have been adopted by the college for implementation by all college personnel in fulfilling the college's commitment to non-discrimination and equal opportunity employment.

- I. RECRUITMENT All employing units within the college will take affirmative action to recruit members of protected classes/groups for job vacancies.

In this connection, all suitable openings, which are defined herein as full-time, part-time and temporary positions providing employment will be advertised both externally and internally with the following exception of openings the college purports to fill from within its own work force.

- A. Advertising The applicable employing unit will have the primary responsibility for recommending the extensiveness of its advertising campaign to solicit applicants for job openings in all positions.

All solicitations or advertisement placed by or on behalf of the college will state that all qualified applicants will receive consideration for employment regardless of race, color, religion, sex, age, national origin, handicap, or status as a disabled veteran or veteran of Vietnam Era.

- B. Advertising (Internal) It is recognized that the college has an obligation to comply with its collective bargaining contracts in the areas of promotion, transfer, demotions and staff reductions. This plan in no way is intended to adversely affect the employer's and the employees' ability to comply with their collective bargaining contracts.

- C. Advertising (External and Internal) All job openings for which applications are solicited from individuals not employed by the college on a regular basis will be advertised both externally and internally.

II. EMPLOYMENT No applicant or employee will be denied an equal opportunity to any job for which they are qualified, nor be restricted to any certain job classification by the college because of their race, color, religion, sex, age, handicap, national origin or status as a disabled veteran of the Vietnam Era. Distinctions in job assignments will be made on the basis of differences in capabilities among individuals and not upon any other factor which is not a bona fide occupational qualification necessary to the efficient and safe operation of the institution. Where under-representation is determined to exist, steps will be taken to effect a remedy in accordance with this Affirmative Action Plan.

A. Pregnancy, Childbirth and Related Medical Conditions No applicant will be denied employment by the college because of pregnancy, childbirth or related medical conditions, where such denial is not justified by business necessity.

B. Nepotism The college's Board Policy Number 3021 prohibits the employment of spouses, brothers, sisters, children, parents, grandparents, grandchildren or comparable in-laws or step relationships by employees who would initiate, supervise or participate in personnel actions (including recommendations for employment). The policy will apply to all sexes equally.

C. Sexual Harassment The college prohibits sexual harassment. Sexual harassment is defined by the college to include deliberate or repeated unsolicited verbal comments, gestures or physical contact of a sexual nature which is unwelcomed by the recipient and which has an adverse affect on that individual's employment. College officials, managers, deans and supervisors are responsible for taking the appropriate action if they become aware of acts of sexual harassment in units under their supervision where such conduct has the purpose or effect of denying an employment opportunity, granting of an employment benefit, or unreasonably interfering with a worker's performance or creating an intimidating, hostile or offensive work and/or educational environment. A grievance procedure is available to victims of sexual harassment. See Section Three, Policy Statement and Dissemination for the office with which grievances should be filed.

III. CONDITIONS OF EMPLOYMENT In the absence of a bona fide occupational qualification, undue hardship or business necessity, the college will make no distinction based upon race, color, religion, sex, age, handicap, national origin, Vietnam Era veteran or disabled veteran status in such conditions of employment as upgrading; demotion in transfer, layoffs, and terminations; rates of pay and other forms of compensations, including fringe benefits; and selection for training.

A. Disability Disabilities caused by or contributed to by pregnancy, childbirth or related medical conditions, for all job related purposes, will be treated by the college the same as disabilities caused or contributed to by other medical conditions. This equal treatment applies to such college policies

and procedures as commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges of reinstatement and payment under any health or disability insurance or sick leave plan (as sanctioned by the courts).

B. Accommodations Reasonable accommodations will be made by the college to the physical and mental limitations of an employee or applicant unless such accommodation would impose an undue hardship on the conduct of the institution's business.

1. In offering employment or promotion to handicapped individuals, the college will not reduce the amount of compensation offered because of any disability income pension or other benefits which the employee or applicant received from any other source.
2. Information obtained in response to inquiries and examinations will be kept confidential and released only to appropriate personnel.

In determining the extent of its accommodations with regard to individuals with physical and mental handicaps and individuals with particular religious practices and observances, the college will consider appropriate factors including, but not limited to business necessity, financial costs and expenses, etc.

## DES MOINES AREA COMMUNITY COLLEGE

## AFFIRMATIVE ACTION PROGRAM

## SECTION ONE

## PART B - GENERAL AGREEMENTS

I. COMPLIANCE WITH RULES, REGULATIONS AND RELEVANT ORDERS OF THE SECRETARY OF LABOR. The college will comply with all rules, regulations and orders as are issued and adopted in final form relative to the implementation of Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of March 24, 1972 (Public Law No. 92-261), the Age Discrimination Act of 1967 as amended in 1978, Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974. In addition, the college will comply with all rules, regulations and orders as are issued and adopted in Title IX of the Higher Education Act of 1972.

A. Posting of Notice Notices will be posted in conspicuous places available to employees and applicants, in the form prescribed by the Director of OFCCP (Office of Federal Contract Compliance Programs) which states its obligations under the various laws and orders.

B. Notification of Collective Bargaining Units The college will notify each collective bargaining unit or their representative that they are bound by terms of Executive Order 11246, Section 503 and 504 of the Rehabilitation Act of 1973 and Section 402 of the Vietnam Veterans Readjustment Assistance Act of 1974, as amended, to take affirmative action for members of groups protected by this order and these laws.

C. Update of Affirmative Action Plan The college will review and update its Affirmative Action Plan annually. If there are any significant changes in procedures, rights or benefits as a result of this annual updating, these changes will be communicated to employees and applicants for employment.

D. Submission of Affirmative Action Plan The college will submit its Affirmative Action Plan within thirty (30) days of a request from OFCCP.

E. Affirmative Action Plan Review The full Affirmative Action Program will be made available to any employee or applicant for employment for inspection upon request.

The location and hours during which the program may be obtained are:

Attn: Affirmative Action Officer  
Des Moines Area Community College  
Building #1 - Administration  
2006 S.W. Ankeny Blvd.  
Ankeny, Iowa 50021

Office Hours  
7:30 - 4:30  
Monday - Friday

F. Preemptions To the extent that any state or local laws, regulations or ordinances, including those which grant special benefits to persons on account of sex, are in conflict with the requirements or the rules and regulations promulgated by OFCCP, the college will consider such laws, regulations and ordinances preempted by OFCCP.

G. Record Keeping The college will maintain for a period of not less than two years, records regarding complaints and actions taken thereunder, and such employment or other records as required by the Department of OFCCP.

H. Identification All employees or applicants for employment who believe themselves covered by these acts and orders and who wish to receive consideration under this Affirmative Action Program, may so identify themselves to the Human Resources Department and/or the Affirmative Action Officer for the college at any time.

I. Retaliation No person will be harassed by the college or its employees for having opposed what they believe to be or to have been an unlawful practice, or for having participated in any investigation or complaint.

DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

SECTION TWO

RESPONSIBILITY FOR PROGRAM IMPLEMENTATION

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The undergirding premise of the Des Moines Area Community College's Affirmative Action Program is that the responsibility for its effective implementation rests with each individual employed by the college in any capacity. Assistance to individuals in carrying out this responsibility will be provided by the Affirmative Action Officer. Within the college's organizational structure, this office reports directly to the President and has college-wide jurisdiction for affirmative action.

I. LOCATION AND STAFF Building #1 - Administration, Ankeny Campus of Des Moines Area Community College; Affirmative Action Officer.

A. Responsibilities The responsibilities of Affirmative Action will expand beyond the field of employment with the enactment of new federal and state legislation to include other programs and activities which receive federal financial assistance. This expansion, however, will not significantly change the basic responsibilities delegated to this office. The responsibilities and actions taken thereto are as follows:

1. Developing policy statements, affirmative action programs and internal and external techniques for recruitment of applicants.
2. Assisting in the identification of problem areas and the establishment of departmental and divisional goals and objectives.
3. Assisting management in arriving at solutions to problems.
4. Designing and implementing audit and report systems that will measure the effectiveness of the college's affirmative action program, indicate the need for remedial action, and determine the degree to which the college's goals and objectives have been met.
5. Serving as liaison between the college and enforcement agencies.
6. Serving as liaison between the college and organizations concerned with equal opportunity and affirmative action.
7. Holding regular discussions with administrators, deans, managers, supervisors and employees to be certain that the college's policies are being followed with regard to affirmative action.
8. Conducting periodic audits to ensure that posters are properly displayed, that all facilities maintained for the use and benefit of its employees are, in fact, desegregated both in policy

and use, that when separate facilities are provided for both sexes, they are comparable, and that all employees are afforded full opportunity and are encouraged to participate in all college sponsored educational, training, recreational and social activities.

9. Periodic review of all college generated forms, procedures and policies for exclusion of discriminatory language and intent.
10. Keeping the administration informed of the latest developments in the entire equal opportunity area.



DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

SECTION THREE

POLICY STATEMENT AND DISSEMINATION

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- I. REAFFIRMATION OF DES MOINES AREA COMMUNITY COLLEGE'S EQUAL OPPORTUNITY POLICY The policy statement which follows was developed to incorporate changes as a result of new legislation and/or new interpretations of existing legislation and will remain in force until such time as additional substantive modifications are warranted.

POLICY STATEMENT

"Des Moines Area Community College herein reaffirms its commitment to comply with all applicable federal and state civil rights laws, regulations and/or orders.

In keeping with this commitment, the college will ensure that all decisions pertinent to employment, conditions of employment, participation in programs, activities, receipts of services, and the use of facilities shall be rendered without regard to race, color, age, known physical and mental handicaps, national origin, sex, religion or status as a disabled veteran or veteran of the Vietnam Era.

Further, the college will regard any act of sexual harassment which contains a threat or insinuation that failure to submit to sexual favors will adversely affect a person's employment, conditions of employment, academic standing, the receipt of services or other conditions which affect their livelihood, as a violation of college policies subject to appropriate disciplinary action.

This policy applies to all college sponsored programs and activities.

Any person who believes that they have been the recipient of a discriminatory act prohibited by this policy may file a grievance with the College's Affirmative Action Officer, Building #1 - Administration, 2006 S.W. Ankeny Boulevard, Ankeny, Iowa. Retaliation against persons filing complaints for the redress of a grievance, or for assisting in an investigation pursuant to the filing of a complaint, shall be prohibited."

- II. DISSEMINATION OF POLICY College policy statements reaffirming its commitment to equal opportunity and affirmative action receives widespread dissemination both externally and internally.
- A. Internal Dissemination Some of the sources which are used to disseminate such policies internally include:
1. Management Services Procedures Manual.
  2. College Bulletin to all faculty and staff.

3. Bulletin boards to contain the college's equal opportunity statement, to be forwarded to all buildings and campuses of the college.
  4. Affirmative Action Committee members will have copies of the Affirmative Action Program available for assistance to employees and applicants.
  5. College sponsored training will be provided to all administrators, deans, managers, faculty and support staff. Sessions dealing with equal opportunity and affirmative action will be included in the future inservice and training activities of the college.
  6. All new employees at the college will be furnished with a copy of the college's affirmative action plan at the time of their orientation to the college.
  7. The Executive Council will receive copies of the Affirmative Action Plan for use in planning future college objectives.
  8. The deans, managers and supervisory staff will receive copies of the college's Affirmative Action Plan in addition to the inservice training.
  9. All college personnel will be furnished with a copy of the college's Affirmative Action Plan, along with an orientation as to their responsibilities under the Plan.
  10. All screening committees will receive copies of the Affirmative Action Plan during their orientation and prior to their action as a committee.
  11. Collective Bargaining agreement language will be presented to the bargaining teams during the 1983-1984 collective bargaining sessions to embrace the college's statement of equal opportunity employment and affirmative action.
  12. Other groups and organizations on the college's campuses will have available to them a copy of the Des Moines Area Community College Affirmative Action Plan, whether they be formal or informal in nature.
- B. External Dissemination Letters will be sent to agencies indicating that the college has revised its Affirmative Action Plan and that it will be made available upon request. This notice will be made at least annually or when significant changes take place in the plan. Some of the sources which the college has used and will continue to use in the future to disseminate its policy and commitment to equal opportunity and affirmative action are:
1. State Department of Public Instruction
  2. Recruiting Sources to include: Iowa Commission on the Status of Women, the Des Moines Chapter of the NAACP, the Governor's Committee on Spanish-speaking Americans, the Willkie House in Des Moines (a black community center), LULAC (A Spanish-speaking organization), and others. New groups are added as their existence becomes known.
  3. Job Service of Iowa.
  4. The Des Moines Register.
  5. The Iowa Civil Rights Commission.
  6. The Affirmative Action Register.
  7. KUCB FM Radio Station, Des Moines, Iowa.

8. Iowa Commission on Aging.
9. Spanish-Speaking People's Commission.
10. Iowa Commission for the Blind.
11. Iowa Division of Vocational Rehabilitation Education and Services Branch.
12. Vietnam Veterans Center of Des Moines.
13. Other sources used by specific employing units are the Chronicle of Higher Education, professional organizations and other institutions of higher education offering programs in the field for which potential employees are solicited.
14. Other agencies will be used within the Des Moines metro area as appropriate.

The college has not automatically communicated in writing a detailed statement setting forth its commitment to equal opportunity and affirmative action based upon the belief that the captions used on all job vacancy announcements adequately expresses the essence of its intent. However, should anyone wish to receive a copy of this statement, one will be made available upon request.

DES MOINES AREA COMMUNITY COLLEGE

AFFIRMATIVE ACTION PROGRAM

SECTION FOUR

METHODOLOGY FOR DETERMINING AVAILABILITY,  
UTILIZATION, GOALS AND TIMETABLES

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I. DEVELOPMENT OF JOB GROUPS Since meaningful corrective action requires accurate identification of problem areas, the most critical step of the work force analysis is the development of job groups which highlight rather than obscure instances of concentration, under-representation, and underutilization.

Job titles within existing EEO-6 categories will be analyzed using the Dictionary of Occupational Titles and combined based on similarity of work content. To the extent possible, similarity of pay rates and opportunities for advancement will also be considered. While numerous combinations of positions could be developed, the ultimate decision on the formulation of job classifications will be the correlation of the content with the data base against which the job group would be compared to determine underutilization.

Within the professional faculty, each academic department/campus will be considered separately as a job group, with divisions within the departments and campuses to identify sub-groups of instructional speciality.

Section Five of the Affirmative Action Program attempts to consolidate for easy reference, the necessary information for the meaningful work force analysis.

II. AVAILABILITY ANALYSIS It is noted that 41 CFR 60-2 requires the institution to consider each of the following factors in determining the availability of minorities for each job group:

- A. The minority population of the labor area surrounding the facility;
- B. The size of the minority unemployment force in the labor area surrounding the facility;
- C. The percentage of the minority work force as compared with the total work force in the immediate labor area;
- D. The general availability of minorities having requisite skills in the immediate labor area;
- E. The availability of minorities having requisite skills in an area in which the contractor can reasonably recruit;
- F. The availability of promotable and transferable minorities with the contractor's organization;
- G. The existence of training institutions capable of training persons in the requisite skills; and
- H. the degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to minorities.

In determining whether women are being underutilized in any job group, the following factors must be considered.:

- A. The size of the female unemployment force in the labor area surrounding the facility;
- B. The percentage of the female work force as compared with the total work force in the immediate labor area;
- C. The general availability of women having requisite skills in the immediate labor area;
- D. The availability of women having requisite skills in an area in which the contractor can reasonably recruit;
- E. The availability of women seeking employment in the labor or recruitment area of the contractor;
- F. The availability of promotable and transferable female employees within the contractor's organization;
- G. The existence of training institutions capable of training persons in the requisite skills; and
- H. The degree of training which the contractor is reasonably able to undertake as a means of making all job classes available to women.

Prior to the selection of appropriate availability data by job group, it was determined that the labor area surrounding the facility could appropriately be defined as the State of Iowa. The immediate labor area was, likewise, defined as the State of Iowa for all job groups in EEO categories 1, 2, and 3 for job groups in categories 4, 6, and 7 consisting of managerial and supervisory functions. For all other job groups, which are located primarily on campus and for which recruitment is primarily local, the immediate labor areas are defined as Polk, Boone, Carroll and surrounding counties respectively.

Recruitment areas will be reviewed by job group both in terms of geographical areas traditionally utilized and also potential areas in identification of recruitment areas by EEO category and job group will be included in the availability analysis.

In determining how each of the eight factors contributes to the final availability estimate, sources by which applicants are traditionally secured, confidence in the statistics both in terms of precision of measurement and in recency of data, and the sources of qualified and qualifiable minorities and women were taken into account. (Since the purpose of an Affirmative Action Plan is not only to eliminate discrimination but also to promote equal opportunity, the availability of requisite skills is considered the minimum denominator upon which to build. Any recommendation for hire other than an underutilized protected class member must be justified in writing and approved by the Affirmative Action Officer prior to submittal to the President.)

Thus, where the availability statistic for minorities or women was zero, the weight assigned to the factor was zero. Likewise, where no data sources provide appropriate statistics for factors 6, 7, or 8, population data, labor force data, or occupational work force data are used, depending upon the degree of training and experience necessary to perform job functions denoted by the job group.

III. UTILIZATION ANALYSIS Federal regulations require periodic analysis of the work force to assess the status of efforts to increase the proportion of minorities and women employed. Specifically, all affirmative action employers are required to conduct a work force analysis to determine the following:

- A. Any pattern of job classification and assignment identifiable by sex or minority;
- B. Any job classification or any organizational unit where women and minorities are not employed or are underutilized; and
- C. Any patterns of difference in rates of pay status, type of appointment, termination, or rate of advancement within job classification or organizational unit which are identifiable by sex or minority group.

Thus, the utilization analysis for each job group consists of comparing the proportion of minority persons and women employed by the institution to the proportion of minority and women available in each job group to determine the extent to which underutilization occurs. Underutilization is defined as having fewer women or minorities in a job group than would reasonably be expected by their availability.

Underutilization is expressed both as a proportion of the work force reflecting the difference between the actual utilization percent and the availability estimate and also as a positive digit reflecting the difference between the number of minorities/women employed and the number that one would expect to be employed by their availability.

IV. GOALS AND TIMETABLES The Higher Education Guidelines for Executive Order 11246 state the following:

"Goals should be set so as to overcome deficiencies in the utilization of minorities and women within a reasonable time. In many cases this can be accomplished within five year; in others more time or less time will be required."

In all cases, the ultimate utilization goal is identical to availability for the job group. With good faith efforts, it is anticipated the ultimate goals can be achieved in five years. However, realistic interim goals as an initial step in assuring the full utilization of minorities and women must take into account normal staff turn-over and hiring opportunities.

Anticipated vacancies for departments and campuses will be established by the respective dean or manager, and based upon anticipated vacancies. In all job groups, anticipated vacancies are based on turnover during the 1983-84 academic year and assumes that hiring activity in the 1984-85 academic year will not be adversely affected by fiscal constraints. Thus, one year goals reflect the extent of underutilization, availability, and projected hiring opportunities for the 1984-85 year. Goals were not established at this time where numerical underutilization of minorities and women were less than 0.5.

Goals are projected levels of achievement toward which departments and offices will work. These goals and timetables are based on the following assumptions:

- A. All minorities and women currently employed are retained:
- B. The size of the job group remains relatively constant; and
- C. The proportion of qualified minorities and women available for employment remains substantially unchanged over the five year period.

Both the work force and the availability estimates will be reviewed annually to assess the validity of these assumptions. When necessary, goals and timetables will be adjusted to completely eliminate underutilization.

While recognizing the full utilization of minorities and women lies in the future, the college will move nearer to the ultimate goals each year. It is assumed that achieving a numerical minimum will not abridge departmental efforts in Affirmative Action recruitment. The ultimate goal of the college's Affirmative Action Program is to reflect the diversity of the population in a high quality faculty and staff. Expanded recruitment patterns and concerted efforts will increase the opportunities to employ qualified minorities and women, thereby establishing another leadership role for Des Moines Area Community College as an educational institution.

The value of the work force analysis is two-fold. Patterns of differences between minorities and non-minorities or between women and men can be determined within job groups. Likewise, the analysis established the basis upon which the college can assess progress from year to year. As additional minorities and women enter the labor market, timetables may be shortened. Likewise, as additional minorities and women are employed, goals may be eliminated. The ultimate success of Affirmative Action at Des Moines Area Community College is keyed to education and evolution toward the ideals of diversity and equity. As the college continues to internalize the spirit and goals of Affirmative Action throughout its procedures, that success will be more readily achieved.

# MEMORANDUM

May 2, 1984

TO: Board Secretary  
FROM: Irv Steinberg *ISW*  
RE: Financial Report/Board Meeting May 22, 1984

With the receipt of our 3rd quarter FY84 State General and Vocational Aid during April, in addition to second half year property taxes, our cash flow position improved so that at month end all of our \$5.3 Million Anticipatory Warrant proceeds were on hand and invested. It is likely, however, that full repayment of this Anticipatory Warrant will need to be deferred until receipt of our 4th quarter State General Aid, which is not expected sooner than mid July.

Adequate funds are currently on hand in our Plant Fund/Sinking Fund required for the \$1,705,600 Plant Fund loan, 2nd year payment, due June 30, 1984. The final payment on this three year loan will be due on June 30, 1985 of \$1,754,400, with an interim interest payment of \$54,400 due December 31, 1984.

Net proceeds from the sale of Equitable Life Assurance HF623 Certificates totalling \$105,610 were received during the month and deposited in special investment account together with the remaining funds from the HF623 Firestone Project.

The amounts shown on graphic financial reports as the Approved Budgets were revised to reflect budget amendments Board approved at the April Board meeting



DES MOINES AREA COMMUNITY COLLEGE  
 CASH POSITION REPORT

April 30, 1984

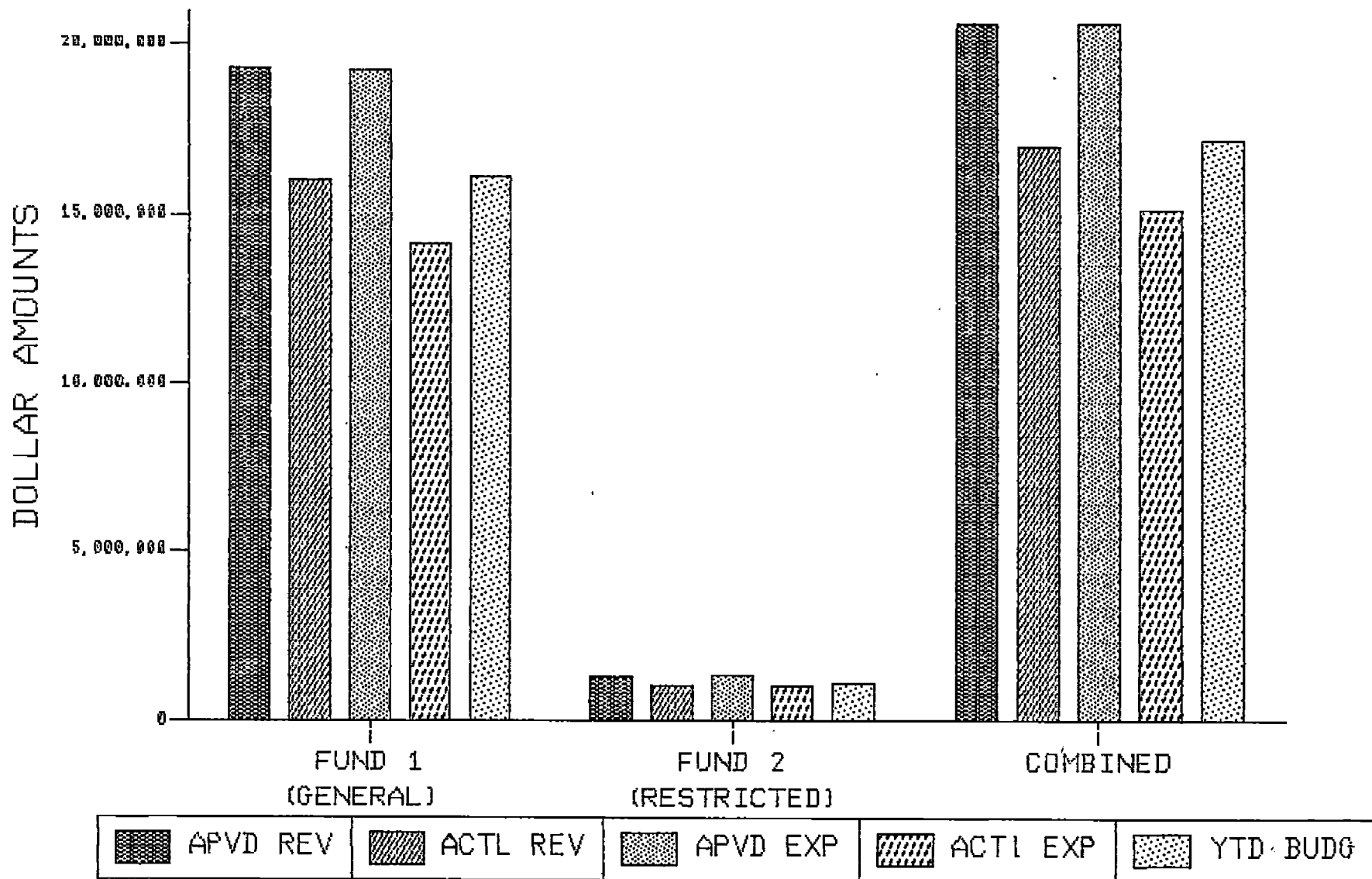
	COMBINED FUNDS	PLANT FUND	VOTED TAX SF	DMACC TRUST	HF 623 JOB TRG
	-----	-----	-----	-----	-----
<u>CASH IN BANK</u>					
Balance Fwd Apr 1,84	-2624	35412		39479	
PLUS: April Receipts	5747096	278991		173538	
LESS: Apr Disbursements	5757667	281030		186338	
Cash Balance 4-30-84	-13195	33373		26679	
<u>INVESTMENTS</u>					
Savings Accounts			6904	73547	182332
Certificates of Deposit:					
Plant Fd at BT		945000			
Sinking Fd at BT			1733000		
Gen Fd at BT	1400000				
Gen Fd at ASB	5060000				
Loan Fd at ASB	25000				
Alumni at ASB	15000				
DMACC Trust at ASB				100000	
Boone Athl at HSL	6188				
Total Cash & Investments	6492993	978373	1739904	200226	182332
	=====	=====	=====	=====	=====

Footnotes:

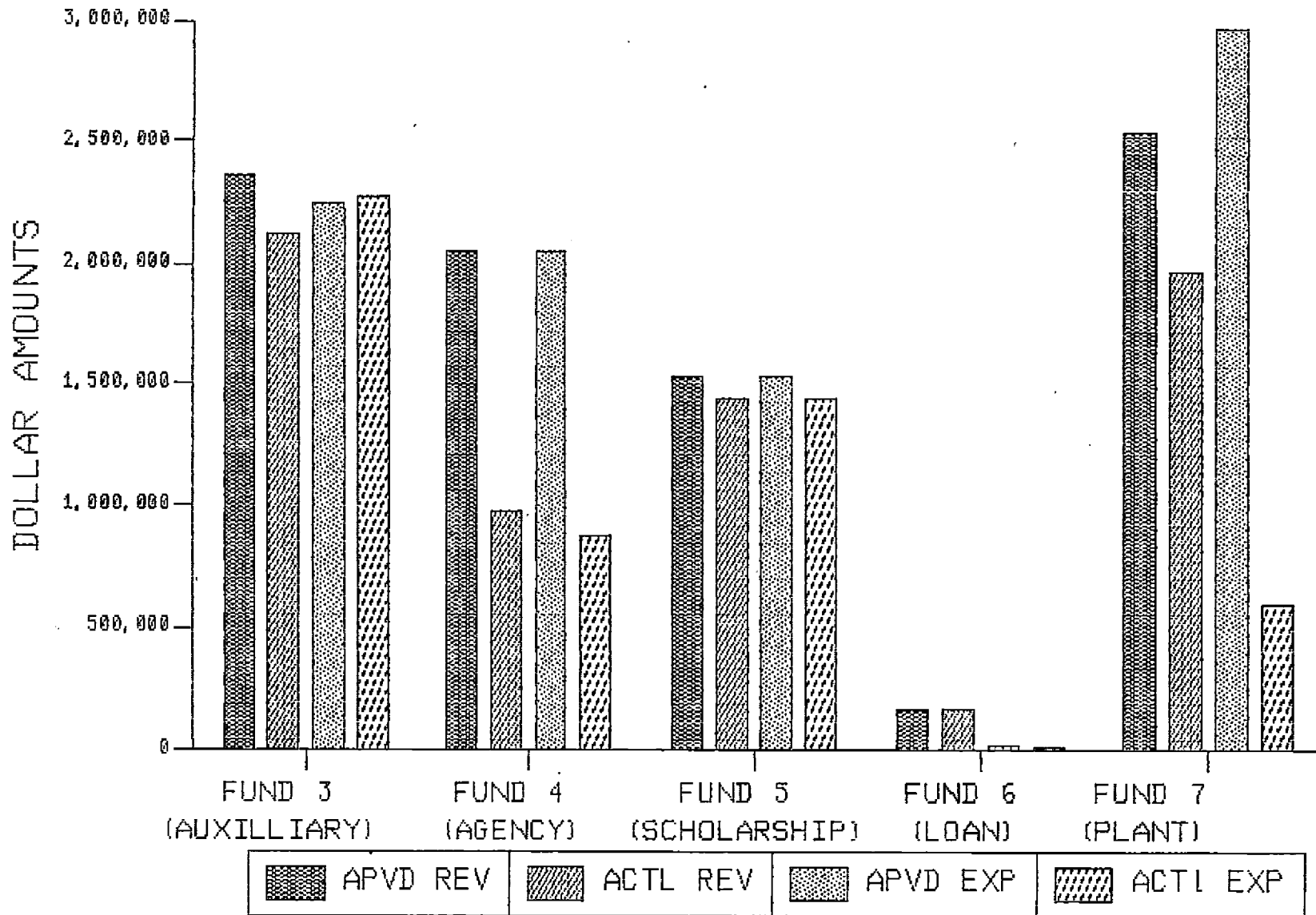
1. Payment on 3 year Plant Fund Loan will be due for \$1,705,600 on 6-30-84.
2. Investments include monies recd from issuance of a total of \$5.3 Million Anticipatory Warrants.
3. Deficit cash balance covered by outstanding checks.
4. HF623 Account Balance includes \$76,722 for Firestone Project and \$105,610 for Equitable Life Project.



# DMACC BUDGET STATUS APRIL 30, 1984 (FUNDS 1 AND 2)



DMACC BUDGET STATUS APRIL 30, 1984  
(Funds 3, 4, 5, 6, 7)



May 30, 1984

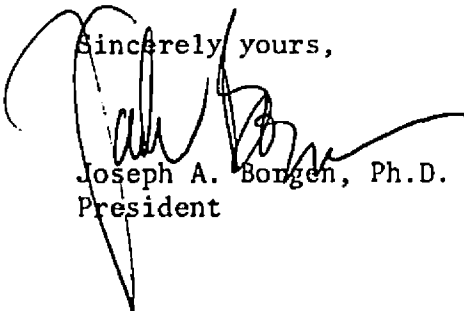
Ms. Owana McLester-Greenfield  
1132 45th Street  
Des Moines, IA 50311

Dear Owana:

At the May Board of Directors meeting, the Board unanimously passed a motion of commendation for you, in recognition of the Iowa Distinguished Teacher Award which you received from the University of Iowa. They wanted me to express, on their behalf, their pride in your accomplishment.

We all congratulate you on receiving this award.

Sincerely yours,



Joseph A. Borgen, Ph.D.  
President

hm

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DES MOINES AREA  
**DC**  
COMMUNITY COLLEGE

OFFICE  
OF THE PRESIDENT  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50021  
(515) 964-6260

May 22, 1984  
to  
September 18, 1984

Sept. 18, 1984  
Reg. / Newton

DES MOINES AREA COMMUNITY COLLEGE

Regular Board Meeting  
September 18, 1984  
Oak Tree Inn - Newton, Iowa

A G E N D A

1. Call to Order - 6:00 p.m.
2. Roll Call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consideration of minutes of August 21, 1984, regular meeting and August 31, 1984, special meeting.
6. Consideration of Human Resources report.
7. Consideration of faculty salaries for FY1985.
8. Consideration of salary rates for part-time professional staff.
9. Consideration of termination of contract under Chapter 279, Code of Iowa.
10. Consideration of final payment for paving parking lot and perimeter drives, Boone Campus.
11. Consideration of listing student constructed house for sale located at 525 N.E. 5th Street, Ankeny, Iowa.
12. Consideration of offers to purchase property located at 2328 Ashwood Drive, Carroll, Iowa.
13. Consideration of Industrial New Jobs Training contracts.
14. Consideration of Board Policies, 3000-Human Resources.
15. Consideration of payables.
16. Presentation of financial report.
17. Superintendent's report.
18. Board Members' reports.
19. Future Agenda Items: .
  - A. 1984-85 Board Meeting calendar
  - B. Board policy review
  - C. General Advisory Committee appointments
20. Adjournment.

DES MOINES AREA COMMUNITY COLLEGE  
Regular Board Meeting

September 18, 1984  
Oaktree Inn - Newton, Iowa

REGULAR MEETING

18 SEPTEMBER 1984 The regular meeting of the Des Moines Area Community College Board of Directors was held at the Oaktree Inn, Room 300, Newton, Iowa, on September 18, 1984. The meeting was called to order by Board President Jasper Risdal at 6:00 p.m.

ROLL CALL

Members Present:  
DeVere Bendixen  
Ray Clark  
Eldon Leonard  
Ted Nemmers  
Jasper Risdal  
Herbert Ritland

Members Absent:  
Susan Clouser  
Don Rowen  
Douglas Shull

Others Present:  
Joseph A. Borgen, President  
Helen M. Minor, Board Secretary  
G. Snyders, C. Israel, K. Shibata, G. Boldt, M. Sparks

APPROVAL OF  
TENTATIVE AGENDA

A motion to approve the tentative agenda was made by T. Nemmers; seconded by R. Clark.

Motion passed unanimously.

APPROVAL OF  
MINUTES

H. Ritland moved, T. Nemmers seconded, that the minutes of the August 21, 1984, regular meeting and August 31, 1984, special meeting be approved.

Motion passed unanimously.

APPROVAL OF HUMAN  
RESOURCES REPORT

A motion was made by E. Leonard, seconded by H. Ritland, for the approval of the following personnel items:

Resignations

Aurelius, Jeanette, Instructor-Speech & Drama, Boone Campus.  
Effective July 31, 1984.

Yach, Richard, Instructor-Economics, Public & Human Services.  
Effective August 20, 1984.

- S.D.U. Lane Change Vanderploeg, Diane, Instructor-Medical Assistant, Health Services & Sciences. From Lane 248 level 10.0 to Lane 270 level 11.0. Effective August 30, 1984.
- Correction Albertson, Marcia, Lab Assistant-Business, Business & Management. Salary incorrectly listed on professional list. New annual salary should be \$13,241. Effective July 1, 1984.
- New Personnel Bennett, Virginia, Instructor-Music, Public & Human Services. Annual salary \$9,624. Nine-month half-time contract. Effective August 30, 1984. Continuing contract with certified faculty. Probationary status.
- Bierman, Susan, Instructor-STRIVE, Special Needs, Career Development. Annual salary \$17,499. Twelve-month specially funded contract. Effective August 30, 1984. Specially funded contract with certified faculty. Probationary status.
- Taylor, W. Robert, Instructor-Psychology, Boone Campus. Annual salary \$21,182. Nine-month contract. Effective August 30, 1984. Continuing contract with certified faculty. Probationary status.
- Wilt, Maureen, Instructor-STRIVE, Special Needs, Career Development. Annual salary \$8,981. Nine-month half-time specially funded contract. Effective August 30, 1984. Specially funded contract with certified faculty. Probationary status.
- Yarrow, Marvin, Instructor-Building Trades, Industrial & Technical. Annual salary \$23,721. Temporary 12-month contract through June 30, 1985. Effective August 30, 1984. Continuing contract with certified faculty. Probationary status.

Motion passed unanimously.

APPROVAL OF  
FACULTY SALARIES  
FOR FY1985

There was a motion by E. Leonard, seconded by T. Nemmers, that the Board approve faculty salaries for fiscal year 1985 as detailed in Attachment #1 to these minutes.

Motion passed unanimously.

APPROVAL OF PART-  
TIME RATES FY1985

It was moved by R. Clark, seconded by D. Bendixen, that part-time rates for instructional staff and non-classified staff be approved as detailed on Attachment #2 to these minutes.

Motion passed unanimously.



CONTRACT  
TERMINATION

T. Nemmers moved, H. Ritland seconded, that the Board of Directors terminate the employment contract of Frank B. Anderson in accordance with Chapter 279.15, Code of Iowa, effective June 30, 1984.

Motion passed unanimously on a roll call vote.

APPROVAL OF PAY-  
MENT/CONTRACT  
COMPLETION

A motion was made by R. Clark, seconded by D. Bendixen, that the Board of Directors approve acceptance of contract completion identified as Paving Parking Lot and Perimeter Drives, Boone Campus, Manatt's, Inc. Final payment of \$4,365.00 is to be made 30 days following the date of this Board Meeting.

Motion passed unanimously.

STUDENT CON-  
STRUCTED HOUSE  
LISTING

T. Nemmers made a motion, H. Ritland seconded, that the student constructed house located at 525 N.E. Fifth Street, Ankeny, Iowa, be listed for sale at a listing price of \$81,900.00.

Motion passed unanimously.

APPROVAL OF RESOLU-  
TION ADOPTING SALE  
OF NEW JOBS TRAIN-  
ING CERTIFICATES

A motion to adopt the resolution directing the sale and delivery of \$38,000 industrial new jobs training certificates, series 1984, was made by E. Leonard, seconded by T. Nemmers. The resolution is attached to these minutes as Attachment #3 (Equitable Life Assurance Society of the United States).

Motion passed unanimously on a roll call vote.

BOARD POLICIES  
REVIEW

It was moved by E. Leonard, seconded by R. Clark, that the Board of Directors table discussion of Board Policies until the October, 1984, organizational meeting, thus allowing the newly elected Board to review said policies.

Motion passed unanimously.

APPROVAL OF  
PAYABLES

A motion for approval of the payables as presented in Attachment #4 was made by D. Bendixen, seconded by H. Ritland.

Motion passed unanimously.

PRESENTATION OF  
FINANCIAL REPORT

The Financial Report as included in Attachment #5 to these minutes, was presented by G. Snyders, Executive Vice President, Management Services.

RECOGNITION OF RAY  
CLARK SERVICE

Board President Risdal presented a plaque in recognition of six years of dedicated service to the College, to Board Member Ray Clark, who did not seek reelection to the Board.

SUPERINTENDENT'S  
REPORT

Dr. Borgen reported: on the results of the 20-1/4 mill levy extension vote; that the 1983-84 DMACC audit by Peat-Marwick-Mitchell, Inc. is nearly complete; that enrollment for Fall, 1984, is up from Fall, 1983, with a drop in full-time students and a gain in part-time students; that he would be visiting the Carroll community within a couple of weeks regarding a building site for the Western Attendance Center; and gave the Board an update on the Industrial New Jobs Training agreements.

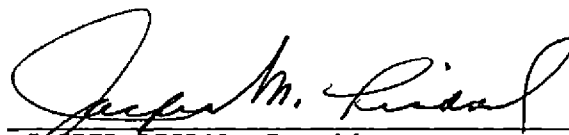
BOARD MEMBERS'  
REPORTS

E. Leonard reported that Iowa State University would soon make a decision regarding land adjoining the College.

ADJOURNMENT

A motion for adjournment was made by E. Leonard, seconded by D. Bendixen.

Motion passed unanimously and at 7:10 p.m., Board President Risdal adjourned the meeting.

  
\_\_\_\_\_  
JASPER RISDAL, President

  
\_\_\_\_\_  
HELEN M. MINOR, Board Secretary

FACULTY SALARY PROPOSAL'S FOR FY-85  
 12 MONTH CONTRCTS

<u>NAME</u>	<u>CURRENT SALARY</u>	<u>PROPOSED SALARY</u>	
Abram, Mardelle	\$28,635	\$31,114	
Adhav, Jagdeesh	18,783	19,948	.75%
Alley, Louis W.	29,433	31,114	
Amdahl, Maynard	28,635	30,293	
Anderson, Duane	31,827	33,116	
Anderson, Evelyn	29,433	31,114	
Anderson, M. Robert	31,427	32,936	
Anderson, Robert L.	25,044	26,597	
Arbuckle, John	29,832	31,524	
Bennett, James	22,250	23,721	
Bildner, Donna	21,453	22,900	
Biner, Willard	33,125	34,298	
Bowdre, Leonard	23,048	24,132	
Brown, Georgia	23,846	25,365	
Brown, Joyce	31,028	32,756	
Brucker, Mary	25,443	27,007	
Burdick, Marilyn	30,232	31,935	
Caldwell, Rusty	31,827	33,116	
Carpenter, Richard	29,433	31,114	
Chalup, Claire	29,832	31,524	
Claassen, Alan	11,325	12,066	.50%
Clark, Gertrude	30,232	31,935	
Clark, Kenneth	31,827	33,578	
Clauson, Laurence	28,236	29,882	
Collier, Kenneth	27,837	29,472	
Comstock, Anne	22,250	23,721	
Cowman, Rick	23,447	24,954	
Custer, Harriet	28,635	31,114	
Demorest, Allan	13,520	14,325	.50%
Dobbins, Willis	27,039	28,649	
Dowis, James	33,125	34,298	
Dunsmore, Thomas	33,125	34,298	
Eckstrom, Sharon	33,423	35,221	
Everett, Carleton	31,028	32,756	
Fortner, Delores	29,034	31,524	
Freier, Ronald	27,837	29,472	
Frette, Lloyd	29,433	31,114	
Gaines, Peggy	23,846	25,365	
Gartin, Richard	32,327	33,476	
George, Kerry	23,846	25,365	
Giudicessi, Richard	25,044	26,597	
Goodwin, Vernon	21,453	23,721	
Grubb, Charles	21,453	22,900	
Halverson, Patricia	23,048	24,542	
*Hann, Bruce	31,650	35,120	
Harder, Eugene	28,635	30,293	
Harris, John	22,250	23,721	
**Havens, Roy	16,826	22,900	

\*Change from 11 month to 12 month contract

\*\*Change from 9 month to 12 month contract

FACULTY CONTRACTS - 12 MONTHS -2-

Hartstack, Becky	\$20,655	\$21,258	
Hendrick, William	23,048	24,542	
Henry, Betty	13,121	13,914	.50%
Hilgers, Daniel	23,447	24,954	
Hill, John	25,443	27,007	
Houts, Linda	26,640	28,239	
Huddleston, Guy	23,048	24,542	
Huntoon, Donald	31,814	31,814	
Jansen, Robert	28,635	30,293	
Johnson, Dolores	34,721	35,941	
Johnson, Mary	9,729	10,424	.50%
Johnson, Roslea	30,232	31,935	
Keefe, Edward	28,236	29,882	
Keul, Ralph	33,822	35,401	
Kleywegt, C. John	29,433	31,114	
Klinker, Janet	21,851	23,311	
Lee, William	30,629	32,115	
Leggett, Sandra	28,635	30,293	
Linduska, Kim	22,250	24,542	
Mann, Robert S.	24,644	26,186	
Manning, Gerald	33,125	34,298	
Marten, Dennis	31,028	32,295	
Messersmith, Diana	24,644	26,186	
*Meyer, Barbara	23,775	27,418	
Muelenthaler, Shirley	31,028	32,756	
Myers, Douglas	21,453	22,900	
Pardekooper, Charles	29,034	30,703	
Perry, Michael	31,827	33,578	
Petersen, Shirley	23,048	24,542	
Peterson, Thomas	24,644	26,186	
Phares, Therese	25,443	27,007	
Pitz, Jane	25,044	27,418	
Powers, Dolores	10,328	11,040	.50%
Prager, Henry	29,433	31,114	
Pratt, Ewa	10,527	11,245	.50%
Priestley, Russell	31,028	32,756	
Putzier, Brian	20,256	21,669	
Ragner, David	23,846	25,365	
Ringe, Judi	20,655	22,079	
Ross, Kenneth	24,644	26,186	
Rowe, Margaret	32,327	33,476	
Scoville, Lewis	30,629	32,115	
Scroggs, Richard	29,034	30,703	
Seliger, Richard	28,635	30,293	
Sharp, Dianne	23,048	24,542	
Shlaes, Benjamin	33,923	35,120	
Silberhorn, George	29,433	31,114	
Silver, Richard	26,241	27,828	
Smart, Charles	28,635	30,293	
Stiles, Betty	9,929	10,629	.50%
Taylor, Robert W.	27,039	28,649	
Thieben, Patricia	23,846	25,365	
Thorsheim, Rudolph	31,827	33,116	
Tomes, Cynthia	24,245	25,775	

\*Change from 11 month to 12 month contract

FACULTY CONTRACTS - 12 MONTHS      -3-

Trower, Ronnie	\$21,453	\$22,079	
Troy, Jane	26,241	28,649	
Tucker, Bonnie	11,923	12,683	.50%
Twedt, Arlen	29,034	30,703	
Twedt, John	23,846	25,365	
Wagner, Dale	28,236	29,882	
Wells, Venita	27,039	28,649	
Wickham, Susan	23,447	24,954	
Young, Robert	31,528	32,655	
Young, Thomas	27,837	29,472	

FACULTY SALARY PROPOSAL'S FOR FY-85  
 9 MONTH CONTRACTS

<u>NAME</u>	<u>CURRENT SALARY</u>	<u>PROPOSED SALARY</u>	
Abels, Jean	\$17,451	\$18,605	
Adams, Joan	22,459	23,759	
Alberts, Mark	18,390	19,572	
**Albrecht, Susan	29,433	24,403	
Alexander, C.J.	22,459	23,759	
Anderson, Larry	19,955	21,182	
Aurelius, Ruth	24,023	25,369	
Beck, Thomas	26,034	26,900	
Berge, William	24,795	25,611	
Booth, Connie	16,200	17,317	
Brandmeyer, Vivian	19,955	21,182	
Brown, Joanne	19,329	20,538	
Brownlee, Ervin	21,207	22,470	
Campbell, Laurel	18,703	19,894	
Caraway, Mary	17,451	18,605	
Carew, Marian	18,703	19,894	
Carlson, Joseph	20,581	21,182	
*Carson, Linda	17,717	21,826	
Chacko, Sandra	16,200	17,317	
Chapman, Richard	22,459	23,759	
Clark, Margaret	20,581	21,826	
Clinkenbeard, Theodore	24,795	25,611	
Clupper, Beatrice	19,329	20,538	
Cooper, Audrey	16,826	17,961	
Cordes, Cynthia	18,390	19,572	
Corwin, Marilyn	18,077	18,605	
Cory, Cynthia	16,826	17,961	
Cox, Garry	11,597	12,323	.60%
Cox, Patricia	9,333	10,089	.75%
Crall, Kathleen	18,390	19,572	
Dietrick, Anita	19,642	20,860	
**DeJong, Deborah	20,655	17,961	
Delaney, Michael	22,459	23,759	
DeVries, Ruth	18,390	19,572	
Doran, John	19,955	21,182	
Doyle, Judith	22,459	24,403	
***Drinnin, Beverly	9,195	19,249	

\*Change from .60% to 1.00% contract

\*\*Change from 12 month to 9 month contract

\*\*\*Change from .50% to 1.00% contract

FACULTY CONTRACTS - 9 MONTHS -4-

Edmondson, Arlene	\$22,459	\$23,759	
Engstrom, Carl	18,703	19,894	
Fairbanks, Terry	21,207	22,470	
*Ferguson, Anita	26,640	22,148	
Friederich, Theresa	20,581	21,826	
*Frisbee, Janet	27,837	23,759	
Garvey, Patrick	20,894	22,148	
Ghanatabadi, Jolyne	19,955	21,182	
Hamann, Richard	19,329	20,538	
Hann, Sharon	9,195	9,786	.50%
Hansen, Dennis	23,085	24,403	
Hanson, Nola	16,826	17,961	
Harris, Rudolph	24,023	25,369	
Hedlund, Rosemary	20,581	21,826	
Henry, C. Dean	23,085	24,403	
Heuer, Karen	19,955	21,182	
Hill, Curtis	18,703	19,894	
Holmes, Russell	16,200	17,317	
Hughes, Larry	21,833	23,115	
Irwin, Donald	22,146	23,437	
Jinkinson, Jane	22,772	24,081	
Johnson, Harold	25,414	26,255	
Johnson, Kenneth	22,146	23,437	
Jorgenson, Franklin	19,955	21,182	
Kaesser, Donald	23,085	24,403	
Koepsell, Judith	20,581	21,826	
Kostelnick, Charles	17,451	17,691	
Lewis, Cynthia	8,100	8,659	.50%
Loss, Florence	23,398	24,725	
Marlow, Jerry	22,146	23,437	
Mastrofski, Jack	24,336	25,329	
Maynard, Lyla	21,207	23,115	
McLester-Greenfield, Owana	19,329	20,538	
McNair, Robert	19,329	20,538	
Middendorf, Cheryl	11,222	11,936	.60%
Miller, Lloyd	26,527	27,764	
*Modtland, Ole	32,327	26,255	
Moore, Patricia	20,581	21,826	
Moorehead, Russell	15,574	16,029	
Mosman, Michelle	18,703	19,894	
Mottola, Paula	12,150	12,480	.75%
Nelson, Bonnie	13,100	13,869	.60%
Nelson, Gary	20,581	21,826	
Palmer, David	26,034	26,900	
Perry, Edward	17,451	18,605	
Potter, Diane	19,329	20,538	
Quick, Frances	23,711	25,691	
Ready, Allan	18,077	19,249	
Redding, Carl	21,833	23,115	
Richardson, Ralph	18,703	19,894	
Riesenberg, Mary	18,077	19,249	
Roberts, A. Jane	25,275	26,658	
Robinson, Jon	21,520	22,793	

\*Change from 12 month to 9 month contract

FACULTY CONTRACTS - 9 MONTHS      -5-

Ryan, Bill	26,654	27,544	
Sartain, Harold	26,034	26,900	
Schulte, Debra	18,390	19,572	
Sheaff, James	24,336	25,691	
Sheets, Judith	10,846	11,549	.60%
Shook, Linda	17,451	18,605	
Simons, Janet	20,581	21,826	
Small, Sharon	15,261	16,351	
Smith, Jeanette	23,711	25,047	
Smith, John	26,034	26,900	
Smith, Verle	20,581	21,826	
Stick, James	18,703	19,249	
*Stock, Kathryn	31,827	26,336	
Strom, Byrom	19,955	21,182	
Trumpy, Franklin	22,459	23,759	
Turner, Thomas	23,711	25,047	
Vandenburg, Betty	24,336	25,691	
Vanderploeg, Diane	20,581	21,826	
vonGrabow, Joan	23,085	24,403	
Wagner, Richard	23,085	24,403	
Waldron, Barbara	19,642	20,860	
Westergard, Joanne	20,581	21,826	
Whalen, Jerold	19,329	20,538	
Wiberg, Curtis	25,588	26,980	
Wilk, Mary Beth	22,459	23,759	
Wisniewski, Gerald	27,274	28,188	
Wollaston, Robert	19,955	21,182	
Wood, Christine	19,642	20,860	
Worley, Barbara	21,207	22,470	
Wyckoff, Alvin	23,711	25,047	

\*Change form 12 month to 9 month contract

DES MOINES AREA COMMUNITY COLLEGE  
 PART-TIME RATES FOR INSTRUCTIONAL STAFF

1984 - 1985

	<u>PROPOSED</u>
Dentists	\$19.50
Credit Courses	
100 - 200	19.50/55 Min/Hr
300 - 400	17.00/55 Min/Hr
500 - Non Credit	14.00/55 Min/Hr
700 - 800 Adult General	10.00
Extension Center Supervisor	10.00
Clinical Supervisor	11.00
Basic Ed. Instructors/High School Completion Instructors & Consultants	
Instructor	10.00
Master Instructor (2 years)	10.50
Master Instructor (5 years)	11.00
Daily (Continuous) Clinical Instructor	63.00/Day
Honorariums	
1st Hour	\$30.00
2nd Hour	30.00
3rd Hour	25.00
4th Hour	25.00
5th Hour	25.00
6th Hour	25.00
7th Hour	20.00
8th Hour	20.00

A maximum of \$200 per day could only be exceeded upon presentation of rationale for approval by the appropriate Dean or Vice President of Educational Services.

PART-TIME RATES FOR NON-CLASSIFIED STAFF

ABE Recruiters & Aides	\$ 4.25	STRIVE-Lab Assistant	\$ 6.30
Campus Nurse	7.00	STRIVE-Tutor Specialist	4.05
ESL Program Aide	4.25	STRIVE-Tutor Trainee	3.80
GED Examiner/Clerk	4.25	Test Monitor	3.98 *
Gym Supervisor	7.00**		
Lab Assistant	6.00		
Lay Reader	3.98 *		
Librarian	10.00		

\*Rates changed from \$3.90/hour. All other rates same as FY-83-84.

\*\*Rate changed from \$5.00/hour.



September 18, 1984

The Board of Directors of Des Moines Area Community College met in regular session, at The Oak Tree Inn, Room 300, Newton, Iowa, at six o'clock p .M., on the above date. There were present President Jasper M. Risdal, in the chair, and the following named Board Members:

DeVere Bendixen, Ray Clark, Eldon Leonard,

Ted Nemmers, Herbert Ritland

Absent: Susan Clouser, Don Rowen, Douglas Shull

\* \* \* \* \*

Board Member Eldon Leonard introduced the following Resolution entitled "RESOLUTION DIRECTING THE SALE AND DELIVERY OF \$38,000 INDUSTRIAL NEW JOBS TRAINING CERTIFICATES, SERIES 1984", and moved that the same be adopted. Board Member Ted Nemmers seconded the motion to adopt. The roll was called and the vote was,

AYES: DeVere Bendixen, Ray Clark, Eldon Leonard,

Ted Nemmers, Jasper Risdal, Herbert Ritland

NAYS: NONE

Whereupon, the President declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE SALE AND DELIVERY  
OF \$38,000 INDUSTRIAL NEW JOBS TRAINING  
CERTIFICATES, SERIES 1984

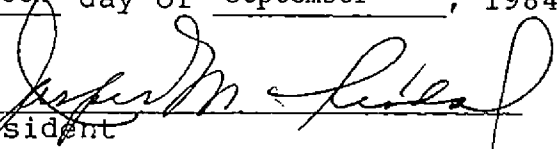
WHEREAS, the Area School adopted on July 10, 1984, a resolution entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION AND ISSUANCE OF NOT TO EXCEED \$38,000 INDUSTRIAL NEW JOBS TRAINING CERTIFICATES AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", the proceeds of which will be used for the purpose of carrying out a new jobs training program project designated as the The Equitable Life Assurance Society of the United States Project; and

WHEREAS, the Area School has arranged for the sale of said Certificates to United Central Bank of Des Moines, Iowa, N.A., for a total purchase price of \$38,000 plus accrued interest to date of delivery.


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

Section 1. That in accordance with the provisions of Chapter 280B Code of Iowa, 1983, as amended, the sale of Industrial New Jobs Training Certificates, Series 1984, dated November 1, 1984, in the total amount of \$38,000, for the job training program hereinabove referred to, upon the terms hereinafter set out, is hereby approved and confirmed.

PASSED AND APPROVED this 18th day of September, 1984.

  
\_\_\_\_\_  
President

ATTEST:

  
\_\_\_\_\_  
Secretary

S A L E   A G R E E M E N T

IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN Des Moines Area Community College, Ankeny, Iowa, Vendor, and United Central Bank of Des Moines, N.A. Vendee, that the Vendor will and does hereby sell the following described certificate, to-wit:

NEW JOB TRAINING CERTIFICATES ( The Equitable Life Assurance Society of the United States Project ), in the principal amount of \$38,000, to be dated November 1, 1984, to mature as follows:

<u>Interest Rate</u>	<u>Principal Amount</u>	<u>Maturing April 1st</u>
8.50%	\$ 5,000	1986
8.75%	\$ 5,000	1987
9.00%	\$ 5,000	1988
9.25%	\$ 3,000	1989
9.50%	\$ 3,000	1990
9.75%	\$ 4,000	1991
10.00%	\$ 4,000	1992
10.25%	\$ 4,000	1993
10.50%	\$ 5,000	1994

The undersigned Vendee hereby agrees to purchase said certificates and does hereby purchase said certificates for a total purchase price of \$ 38,000 and accrued interest on the certificates at the rate or rates as hereinabove set out from November 1, 1984; said payment is to be made upon delivery of the certificates to the Vendee together with an opinion approving and certifying the legality of said certificates by the firm of Ahlers, Cooney, Dorweiler, Haynie, Smith & Allbee, Attorneys, Des Moines, Iowa.

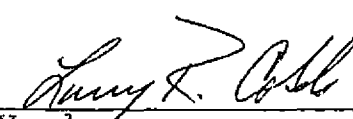
DES MOINES AREA COMMUNITY COLLEGE  
ANKENY, IOWA

By   
President

ATTEST:

  
Secretary

UNITED CENTRAL BANK OF DES MOINES,  
N.A.

  
Vendee  
AHLERS, COONEY, DORWEILER, HAYNIE, SMITH & ALLBEE, LAWYERS, DES MOINES, IOWA

Copy  
 Lenny  
 UC 3  
 Trust  
 6/2/2009  
 50309

IT IS HEREBY CERTIFIED AND AGREED BY AND FOR THE  
 Board of Adult Community Corrections, Nevada, Nevada  
 United States of America, that the following description  
 Vendor will receive hereby all the following described  
 conditions.

The principal amount of the bond is \$1,000,000.00 (One Million Dollars and No Cents) and the interest rate is 5.00% (Five Percent) per annum.

Year	Principal	Interest
1992	\$1,000,000	\$50,000
1993	\$900,000	\$45,000
1994	\$800,000	\$40,000
1995	\$700,000	\$35,000
1996	\$600,000	\$30,000
1997	\$500,000	\$25,000
1998	\$400,000	\$20,000
1999	\$300,000	\$15,000
2000	\$200,000	\$10,000
2001	\$100,000	\$5,000
2002	\$0	\$0

The principal amount of the bond is \$1,000,000.00 (One Million Dollars and No Cents) and the interest rate is 5.00% (Five Percent) per annum. The total amount of the bond is \$1,000,000.00 (One Million Dollars and No Cents) and the interest rate is 5.00% (Five Percent) per annum. The total amount of the bond is \$1,000,000.00 (One Million Dollars and No Cents) and the interest rate is 5.00% (Five Percent) per annum.

BY: \_\_\_\_\_  
 AGENCY: \_\_\_\_\_

[Signature]

[Signature]  
 [Signature]

BY: \_\_\_\_\_  
 AGENCY: \_\_\_\_\_

[Signature]

# MEMORANDUM

September 10, 1984

TO: Board Secretary  
FROM: Irv Steinberg *ISW*  
RE: Financial Report for Board Meeting Sept 18, 1984

Cash flow during August was adequate to allow approximately \$84,000 to remain on hand at month end in excess of borrowed funds.

Although our full 1st quarter FY85 State General Aid is not expected prior to October, '84, we did receive a partial payment of \$94,728 against these monies which represents the FY85 Salary Adjustment appropriation. We also received from the State Comptroller our 4th quarter FY84 ABE allocation of \$33,053. Our 4th quarter FY84 Vocational Aid funding is usually released during October.

With the fall semester starting September 4th, a significant amount of tuition and fee revenue should be received during September to assist cash flow.

Interest rates on short term investments made during August ranged from 11% to 11½%, and have remained within that range since July.

Several special funded projects were added to our Restricted Current Fund (Fund 2) Budget during the month. An analysis will be made later during the year to determine if a budget amendment will be required.

DES MOINES AREA COMMUNITY COLLEGE  
 CASH POSITION REPORT

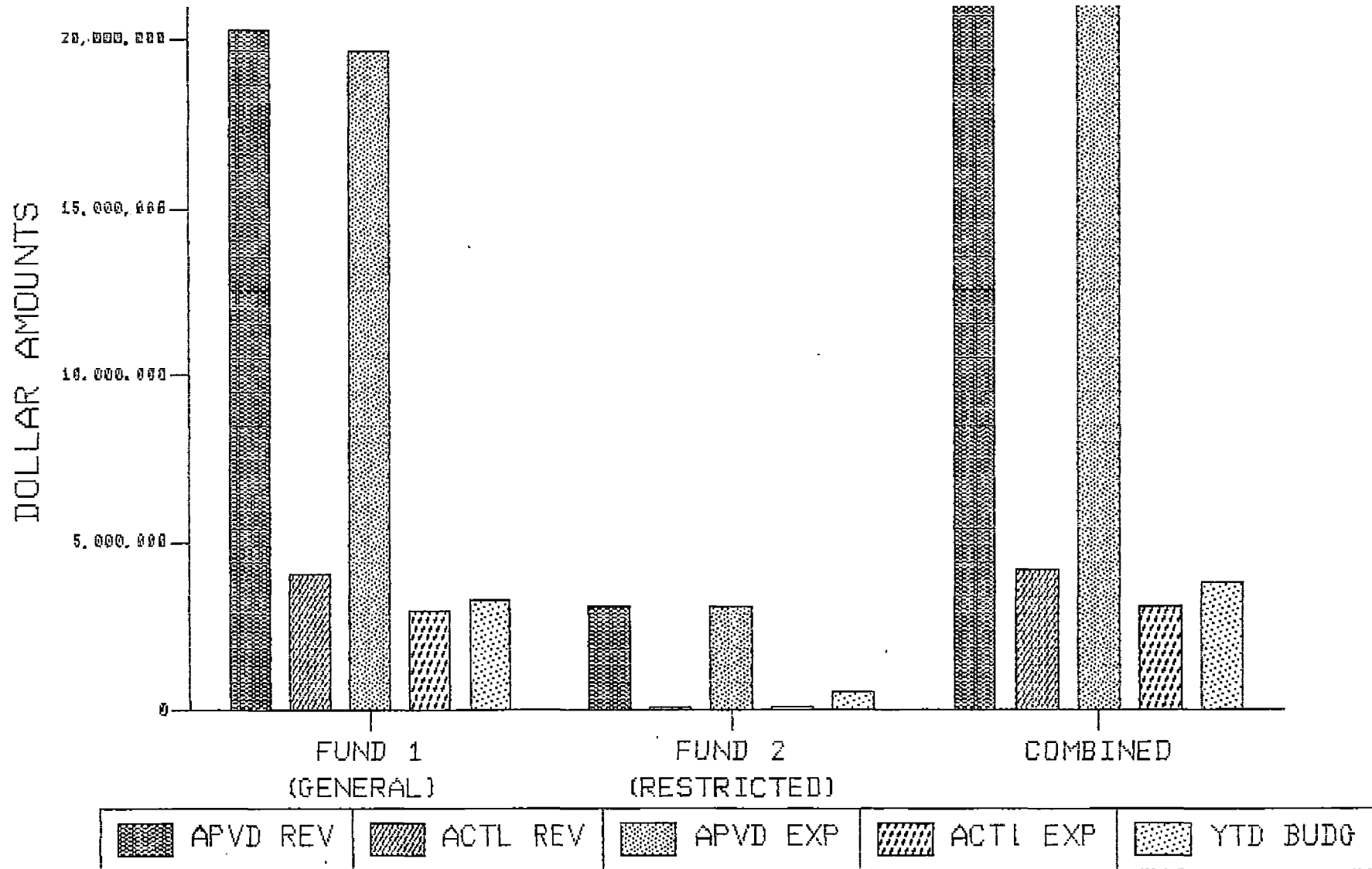
AUG 31, 1984

	COMBINED FUNDS	PLANT FUND	VOTED TAX SF	DMACC TRUST	HF 623 JOB TNG
	-----	-----	-----	-----	-----
<b>CASH IN BANK</b>					
Balance Fwd Aug 1, '84	108,304	67,784		25,162	
PLUS: August Receipts	564,125	211,128		80,118	
LESS: Aug Disbursements	573,199	230,391		80,225	
Cash Balance 8-31-84	14,355	48,521		25,055	
<b>INVESTMENTS</b>					
Savings Accounts:					
Ankeny State Bank				42,248	121,485
Bankers Trust			44,745		
Certificates of Deposit:					
Plant Fd at BT		1,555,000			
Gen Fd at ASB	2,605,000				
Gen Fd at BT	1,728,000				
Early Retirement SF	54,224				
Loan Fd at ASB	25,000				
Alumni at ASB	10,000				
DMACC Trust at ASB				100,000	
Boone Athl at HSL	10,188				
Total Cash & Investments	4,446,767	1,603,521	44,745	167,303	121,485
	=====	=====	=====	=====	=====

Footnotes:

1. HF623 account balance includes \$61,244 for Firestone and \$60,241 for Equitable Life projects.
2. CD's shown above for Early Retirement represents Sinking Fund established for employees who elected the Early Retirement option as of 6-30-84. for maximum short term interest earnings.
3. Gen Fund CD's include monies on hand from Anticipatory Warrant issued 7-2-84 to Bankers Trust of \$4,263,000.

DMACC BUDGET STATUS AUGUST 31, 1984  
(FUNDS 1 AND 2)





DMACC BUDGET STATUS AUGUST 31, 1984  
(Funds 3, 4, 5, 6, 7)

