Board of Directors Meeting Minutes (March 4, 1996)

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AGENDA

1. Call to order - 4 p.m.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgement by Board Secretary of how notice of hearing was made.
5. Requests to address the Board recognized.
6. Board Report 96-023. Consideration and adoption of the FY1997 General and Plant Fund Budgets (Funds 1, 2, and 7) and approval of the FY1997 tuition and fees.
7. Adjournment.
A special meeting of the Des Moines Area Community College Board of Directors was held at the DMACC Commons, Ankeny Campus, on March 4, 1996, for the purpose of conducting a public hearing on the proposed budgets for FY1997. In the absence of Board President Doug Shull, Board Vice President Dick Johnson called the meeting to order at 4 p.m.

Members Present:
Harold Belken
*Dale Froehlich
Dick Johnson
Naomi Neu

Members Absent: Anita Micich

Others Present:
Joseph A. Borgen, President/CEO
Helen Harris, Board Secretary
Don Zuck, College Treasurer
Gordon Greta, Assistant to President/General Counsel
Other interested DMACC staff and area residents

A motion to approve the tentative agenda as presented was made by Belken; second by Rouse.


Board secretary H. Harris reported that the notice of the time and place of the hearing was published in The Des Moines Register on February 22, 1996, and posted in Building 1, DMACC Ankeny Campus. No written objections to this hearing have been received. Information regarding the publication of this document is Attachment #1 to these minutes.

None.

*Directors Froehlich and Shull arrived.

A motion was made by Froehlich that the Board approve the resolution adopting the proposed general and plant fund budgets (Funds 1, 2, and 7), and the proposed tuition and fees rates for FY1997, and that the Board secretary be directed to forward copies
of the budgets to county auditors as required by law. A copy of said resolution and the fees list is Attachment #2 to these minutes; second by Shull. The complete budget book is on file in the Business Office, Building 1, Ankeny Campus.


ADJOURNMENT

A motion for adjournment of the Public Hearing was made by Shull; second by Pecinovsky.

Motion passed unanimously and at 4:15 p.m., Board Vice President Johnson adjourned the meeting.

DOUG SHULL, Board President

HELEN HARRIS, Board Secretary
NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE
Fiscal Year July 1, 1996 – June 30, 1997
Des Moines Area Community College

The Board of Directors of Des Moines Area Community College, Merged Area XI, 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, Warren in Iowa, will conduct a PUBLIC HEARING on the proposed 1996–97 BUDGET, in the Eldon Leonard Board Room, Commons Building, on the campus of Des Moines Area Community College, 2006 S. Ankeny Blvd, Ankeny, IA, on March 4, 1996, beginning at 4:00 p.m.

At the public hearing, any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of budget receipts and expenditures on file with the Board Secretary. Copies of the Supplemental Detail will be furnished to any taxpayer upon their request.

February 15, 1996
/s/ Helen Harris, Board Secretary

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<table>
<thead>
<tr>
<th>Revenues / Receipts</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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<td>195,361</td>
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<td>Other</td>
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<td>3,271,157</td>
<td>1,157,001</td>
<td>0</td>
<td>4,428,158</td>
<td>3,407,835</td>
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<td>9,025,208</td>
<td>0</td>
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<td>4,675,371</td>
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<td>60,702,265</td>
<td>58,525,036</td>
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<table>
<thead>
<tr>
<th>Expenditures:</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
<th>F</th>
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<td>Liberal Arts &amp; Sciences</td>
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<td>0</td>
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<td>0</td>
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<td>1,598,213</td>
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<td>0</td>
<td>0</td>
<td>3,389,694</td>
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<td>0</td>
<td>1,753,973</td>
<td>1,642,154</td>
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<td>Physical Plant</td>
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<td>3,709,786</td>
<td>4,118,961</td>
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<td>7,828,747</td>
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<td>5,044,850</td>
<td>0</td>
<td>0</td>
<td>5,044,850</td>
<td>4,925,874</td>
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<td>55,801,109</td>
<td>4,118,961</td>
<td>0</td>
<td>59,920,067</td>
<td>57,786,812</td>
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Net of Revenues and Expenditures | 22 | 225,783 | 556,410 | 0 | 782,198 | 535,224 | (1,995,628) |
| Beginning Fund Balance | 23 | 4,295,062 | 1,146,929 | 0 | 5,441,991 | 4,906,767 | 6,902,395 |
| Ending Fund Balance | 24 | 4,520,850 | 1,703,339 | 0 | 6,224,189 | 5,441,991 | 4,906,767 |

$17,370,223,541 = Estimated Property Valuation
Estimated Taxation Rate per $1000 Valuation = $ .5069
NOTICE OF PUBLIC HEARING
BUDGET ESTIMATE
Fiscal Year: July 1, 1996 - June 30, 1997

Des Moines Area Community College
The Board of Directors of Des Moines Area Community College, Merged Area XI, in the counties of Adair, Audubon, Boone, Carroll, Casse, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story, Warren in Iowa, will conduct a PUBLIC HEARING on the proposed 1996-97 BUDGET in the Eddy Leonard Board Room, Commons Building, on the campus of Des Moines Area Community College, 2000 Ankeny Blvd., Ankeny, IA, on March 4, 1996, beginning at 4:00 p.m.

The public hearing, any resident or taxpayer may present their objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of budget receipts and expenditures on file with the Board of Directors. Copies of the Supplemental Detail will be furnished to any taxpayer upon their request.

February 15, 1996

AFFIDAVIT OF PUBLICATION
COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
COUNTY OF POLK

Before me, the undersigned Notary Public in and for Polk County, Iowa, personally appeared

**Signature**

Notary Public in and for Polk County, Iowa

Mailing Address  ■ P.O. Box 957 ■ Des Moines, Iowa 50304
Street Address  ■ 715 Locust Street ■ Des Moines, Iowa 50309 ■ (515) 284-8000

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**Budget Estimate Summary**

<table>
<thead>
<tr>
<th>Category</th>
<th>1995-96 Total</th>
<th>1996-97 Estimated</th>
<th>1996-97 Actual</th>
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<tr>
<td>Total Revenues/Receipts</td>
<td>225,788,016</td>
<td>246,788,016</td>
<td>251,923,568</td>
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<tr>
<td>General Funds</td>
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<td>147,157,000</td>
<td>151,923,568</td>
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<td>B planta Funds</td>
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<td>79,630,000</td>
<td>82,188,095</td>
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<td>Bond &amp; Interest Receipts</td>
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<td>38,000,000</td>
<td>38,000,000</td>
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<td>Other Revenues/Receipts</td>
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<td>9,005,000</td>
<td>9,005,000</td>
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<tr>
<td>Total Expenditures</td>
<td>225,788,016</td>
<td>246,788,016</td>
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<tr>
<td>General Education</td>
<td>105,914,000</td>
<td>115,914,000</td>
<td>119,914,000</td>
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<td>Student Services</td>
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<td>13,914,000</td>
<td>13,914,000</td>
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<td>Physical Plant</td>
<td>1,914,000</td>
<td>2,014,000</td>
<td>2,014,000</td>
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<td>General Institution</td>
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<td>8,914,000</td>
<td>8,914,000</td>
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<td>Other expenses</td>
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<td>246,788,016</td>
<td>251,923,568</td>
</tr>
</tbody>
</table>

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**Estimated Property Valuation**

- Estimated Property Valuation: $3,730,223,541
- Estimated Taxation Rate per $1,000 Valuation: $5.009
MCA buys rap label stake

Seagram Co.'s MCA Inc. unit said it will acquire a 50 percent stake in Interscope Records for an undisclosed amount, boosting its presence in the recorded music market. Los Angeles-based Interscope has been dogged by controversy for distributing music with violent lyrics by rap musicians such as Snoop Doggy Dogg. Producers Time Warner Inc. last year promised its shareholders to release material it deems objectionable. MCA will be allowed to refuse to release material it deems objectionable.

STATE OF IOWA
COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the Chief Clerk of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES REGISTER (Daily)

The undersigned, being first duly sworn on oath, states that she/he is the Chief Clerk of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of THE DES MOINES SUNDAY REGISTER

The undersigned, being first duly sworn on oath, states that she/he is the Chief Clerk of The Des Moines Register (daily) the following dates February 22, 1996

The undersigned, being first duly sworn on oath, states that she/he is the Chief Clerk of The Des Moines Register (daily) the following dates February 22, 1996

Subscribed and sworn to before me by said affiant this 27th Day of February 1996.

Notary Public in and for Polk County, Iowa
RESOLUTION ADOPTING PROPOSED BUDGETS & TUITION & FEES, FY 1997

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, that the proposed General and Plant Fund budget estimates (Funds 1, 2 and 7), and the proposed tuition and fees rates for FY1997 are hereby adopted, and that the Board Secretary is hereby directed to forward copies of the budgets to county auditors as required by law.

PASSED AND APPROVED this 4th day of March, 1996.

[Signature]
President, Board of Directors

ATTEST:

[Signature]
Secretary, Board of Directors

ROLL CALL VOTE
Des Moines Area Community College
Adopted Tuition and Fees
FY 1997

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<tr>
<th></th>
<th>Adopted FY 96</th>
<th>Proposed FY 97</th>
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<td><strong>Tuition</strong></td>
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<td></td>
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<tr>
<td>Resident Full or part-time enrollment (per credit)</td>
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<td>$49.00</td>
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<tr>
<td>Audit (per credit)</td>
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</tr>
<tr>
<td>Career Supplemental non-credit courses (per contact hour)</td>
<td>$3.20</td>
<td>3.20</td>
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<tr>
<td>Continuing and General Adult Ed - Local schools (per contact hour)</td>
<td>2.00</td>
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<tr>
<td>English as a Second Language (per contact hour)</td>
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<td></td>
</tr>
<tr>
<td>Level 1 (per course)</td>
<td>- 0 -</td>
<td>- 0 -</td>
</tr>
<tr>
<td>Level 2-4 (per course)</td>
<td>65.00</td>
<td>65.00</td>
</tr>
<tr>
<td>Level 5-6 (per course)</td>
<td>75.00</td>
<td>75.00</td>
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<tr>
<td>High School Diploma - Course fee</td>
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<td>75.00</td>
</tr>
<tr>
<td>- Correspondence fee</td>
<td>60.00</td>
<td>75.00</td>
</tr>
</tbody>
</table>

Non resident tuition is 200 percent of resident rate

| **Fees**                |               |                |
| Processing fee (one time only) | - 0 -         | - 0 -          |
| Activity fee (per credit)    | - 0 -         | - 0 -          |
| Service fee per credit       | 6.40          | 6.40           |
| Service fee per contact hour (non-credit) | .20 | .20 |
| Music fee (piano/instrumental-per course) | 100.00 | 100.00 |
| Correspondence course fee    | 15.00         | 15.00          |
| Transcript fee - Overnight request | 1.00 | 1.00 |
| - On demand request          | 3.00          | 3.00           |
| Convenience fee (TV classes - per course) | 30.00 | 30.00 |
| Lab fees for Advanced Technology Center and Computer |               |                |
| Application Courses (per course) | 10.00 - 100.00 | 10.00 - 100.00 |
| Deferred payment fee         | 25.00         | 25.00          |
| International student processing | 100.00    | 100.00         |
| GED - Testing/Diploma       | 30.00         | 30.00          |
| - Instruction fee            | - 0 -         | 50.00          |

**Traffic Fines**

|                        |               |                |
| Parking in handicapped stall | 50.00         | 50.00          |
| Illegal parking           | 5.00          | 5.00           |
| Head in no parking only   | 1.00          | 1.00           |
| Improper permit display   | 5.00          | 5.00           |
| No permit displayed       | 10.00         | 10.00          |
| Driving in unauthorized area | 25.00       | 25.00          |
| Moving violation          | $ 25.00       | $ 25.00        |

Des Moines Area Community College reserves the right to change tuition and fees.
DES MOINES AREA COMMUNITY COLLEGE
Board of Directors

Regular Meeting - March 4, 1996
DMACC Commons - Eldon Leonard Board Room
Ankeny, Iowa

A G E N D A

1. Call to order - immediately following public hearing.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentation - Pam Reinig, Director of Marketing and Media Relations.
6. Consideration of minutes of the February 12, 1996, public hearing and regular board meeting.
7. Board Report 96-024. Consideration of sale of student constructed house(s) located at 3701 and/or 3705 NW 2nd Place, Ankeny.
8. Board Report 96-019. Consideration of a resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $200,000 aggregate principal amount of new jobs training certificates (Barr-Nunn Transportation, Inc., project #5) of the Des Moines Area Community College.
9. Board Report 96-020. Consideration of a resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $35,000 aggregate principal amount of new jobs training certificates (Jacobson Transportation Company, Inc.) of the Des Moines Area Community College.
10. Board Report 96-021. Consideration of a resolution approving the form and content, execution and delivery of a retraining agreement with Kemin Industries, Inc.
11. **Board Report 96-022.** Consideration of a resolution approving the form and content, execution and delivery of a retraining agreement with Medical Industries America, Inc.

12. **Board Report 96-018.** Consideration of Human Resources report.

13. Consideration of payables.


15. President's report.

16. Board members' reports.

17. Closed session - litigation.

18. Closed session - collective bargaining.

19. Information Items:
   A. March 8 - CAMPUSES CLOSED - Faculty/Staff in-service, ISU
   B. April 8 - Regular Board Meeting - Newton - 4 p.m.

20. Adjournment.
The regular meeting of the Des Moines Area Community College Board of Directors was held at the DMACC Commons, Ankeny, on March 4, 1996. Board President Shull called the meeting to order immediately following the public hearing (4:15 p.m.).

Members Present:
- Harold Belken
- Dale Froehlich
- Dick Johnson
- Naomi Neu
- Gerry Pecinovsky
- Wayne Rouse
- Doug Shull
- Madelyn Tursi

Members Absent: Anita Micich

Others Present:
- Joseph A. Borgen, President/CEO
- Helen Harris, Board Secretary
- Don Zuck, Treasurer
- Gordon Greta, Assistant to President/General Counsel
- Other interested DMACC staff and area residents

A motion to approve the tentative agenda as presented was made by Pecinovsky; second by Tursi. Motion passed unanimously. Aye-Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull. Nay-none.

Pam Reinig, Director of DMACC Marketing and Media Relations, presented the Board with future marketing strategies.

Having no corrections to the minutes of the February 12, 1996, public hearing and regular board meeting, President Shull declared the minutes approved as presented.

Board Report 96-024. DMACC has received an offer to purchase the student built house located at 3701 NW 2nd Place, Ankeny. It was moved by Johnson with a second by Rouse, that the Board accept the offer of $135,000 for the purchase of this property. Motion passed unanimously. Aye-Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull. Nay-none.
Board of Directors

APPROVAL OF RESOLUTION/BARR-NUNN TRANSPORTATION

Board Report 96-019. A motion was made by Neu that the Board approve a resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $200,000 aggregate principal amount of new jobs training certificates (Barr-Nunn Transportation, Inc. Project #5) of the Des Moines Area Community College; second by Tursi. The resolution, final training agreement, and training plan are Attachment #1 to these minutes.


APPROVAL OF RESOLUTION/JACOBSON TRANSPORTATION CO., INC.

Board Report 96-020. M. Tursi made a motion that the Board approve the resolution approving the form and content, execution and delivery of a new jobs training agreement, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed $35,000 aggregate principal amount of new jobs training certificates (Jacobson Transportation Co., Inc.) of the Des Moines Area Community College; second by Rouse. The resolution, training agreement, and training plan are Attachment #2 to these minutes.


APPROVAL OF RESOLUTION/KEMIN INDUSTRIES, INC.

Board Report 96-021. It was moved by Johnson that the Board approve the resolution approving the form and content, execution and delivery of a retraining agreement for Kemin Industries, Inc. The company will receive funding under the forgivable loan program through the Iowa Department of Economic Development in the amount of $20,000; second by Neu. The resolution, final retraining agreement and training plan are Attachment #3 to these minutes.


APPROVAL OF RESOLUTION/MEDICAL INDUSTRIES AMERICA, INC.

Board Report 96-022. A motion was made by Rouse with a second by Tursi, that the Board approve the resolution approving the form and content, execution and delivery of a retraining agreement for Medical Industries America, Inc. The company will receive funding under the grant program in the amount of $4,960. Funds for the
APPROVAL OF HUMAN RESOURCES REPORT.

Board Report 96-018. W. Rouse moved the approval of the following personnel items; second by Tursi. Motion passed unanimously. Aye-Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull. Nay-none.

Resignation


Early Retirement

Harris, Helen M., Executive Secretary, President’s Office. Effective July 1, 1996. Dollar benefit is $47,626 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Henry, C. Dean, Instructor, Diesel, Industry & Technology, Ankeny. Effective July 1, 1996. Dollar benefit is $50,424 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Johnson, Harold L., Instructor, Biology, Boone Campus. Effective July 1, 1996. Dollar benefit is $48,624.16 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Ragner, David E., Instructor, Conditioned Air, Industry & Technology. Effective August 15, 1996. Dollar benefit is $41,010.84 to be paid in two equal payments; the first on August 16, 1996 and the final payment on or about January 4, 1997.

Russell, Carol, Clerical Assistant, Physical Plant. Effective July 1, 1996. Dollar benefit is $9,370.92 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Scoville, Lewis Keith, Instructor, Diesel, Industry & Technology. Effective August 15, 1996. Dollar benefit is $61,103.13 to be paid in two equal payments; the first on August 16, 1996 and the final payment on or about January 4, 1997.
Thielman, Mary Ann, Administrative Secretary 2, Student Services. Effective July 1, 1996. Dollar benefit is $23,152.08 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Worley, Barbara W., Instructor, Math, Sciences & Humanities. Effective July 1, 1996. Dollar benefit is $36,148.56 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

Zuck, Donald C., Vice President, Operations. Effective July 1, 1996. Dollar benefit is $95,754.88 to be paid in two equal payments; the first on July 1, 1996 and the final payment on or about January 4, 1997.

A motion for approval of the payables as presented in Attachment #5 to these minutes was made by Belken; second by Tursi.


Darrell Roberts, Vice President, Business Services, presented the February 29, 1996, Financial Report, as shown in Attachment #6.

None held.

A motion for adjournment was made by Tursi; second by Johnson.

Motion passed unanimously and at 5:05 p.m., Board President Shull adjourned the meeting.

DOUG SHULL, Board President

HELEN HARRIS, Board Secretary
Ankeny, Iowa

March 4, 1996

The Board of Directors of the Des Moines Area Community College met in regular session on the 4th day of March, 1996, at 4:15 o'clock p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present Doug Shull, President of the Board, in the chair, and the following named Board Members:

- Harold Belken, Dale Froehlich, Dick Johnson, Naomi Neu
- Gerry Pecinovsky, Wayne Rouse, Madelyn Tursi

Absent: Anita Micich

Matters were discussed concerning an additional New Jobs Training Agreement between the College and Barr-Nunn Transportation, Inc. Following a discussion of the proposal, Board member Neu introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed $200,000 Aggregate Principal Amount of New Jobs Training Certificates (Barr-Nunn Transportation, Inc. Project #5) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member Tursi. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes:
- Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull

Nays:
- NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *

President of the Board of Directors

Attest:

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $200,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (BARR-NUNN TRANSPORTATION, INC. PROJECT #5) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to an additional New Jobs Training Program with Barr-Nunn Transportation, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing an additional job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $200,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $200,000 of New Jobs Training Certificates (Barr-Nunn Transportation, Inc. Project #5) of the College (the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 260E.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

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

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA
COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the Chief Clerk of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) the following dates March 22, 1996

Subscribed and sworn to before me by said affiant this 23 Day of March, 1996

Notary Public in and for Polk County, Iowa

Mailing Address • P.O. Box 957 • Des Moines, Iowa 50304
Street Address • 715 Locust Street • Des Moines, Iowa 50309 • (515) 284-8000
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(BARR-NUNN TRANSPORTATION, INC. PROJECT #5)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed $200,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Barr-Nunn Transportation, Inc. Project #5) (the “Certificates”). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Barr-Nunn Transportation, Inc. in Granger, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $200,000 of New Jobs Training Certificates (Barr-Nunn Transportation, Inc. Project #5) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 4th day of March, 1996.

President of the Board of Directors

Attest:

Secretary of the Board of Directors
STATE OF IOWA  
COUNTY OF POLK  

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 4, 1996, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors 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 of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 4th day of March, 1996.

Helen Harris  
Secretary of the Board of Directors
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

BARR-NUNN TRANSPORTATION, INC.
PROJECT #5

Dated as of March 4, 1996
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of March 4, 1996 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Barr-Nunn Transportation, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, 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, THEREOF, 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. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of 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.
Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder 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 Employer 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 this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.
Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. 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 Exhibit "A".

Section 2.3. 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. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.5. 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 the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds 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 and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have not right to receive any amounts in the Project Fund except as approved by the Area School.

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 the Project in excess of the moneys in the Project Fund 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. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the ‘Revenue Fund’). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III
PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates.

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 on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.
Section 3.3. The obligations 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 required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates. 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, including specifically the property described on Exhibit "B" attached hereto, 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. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of 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 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 Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection 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.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

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 continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, 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 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 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:

If to the Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

If to the Employer: Robert Sturgeon
President
Barr-Nunn Transportation
2217 Broadway
Granger IA 50109

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 of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School 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, the Resolution or the Certificates.

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 be necessary to enforce or secure payment of the principal, 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 hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, 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 or any application hereof affect any legal and valid application hereof, 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 agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, 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 its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the
Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

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

DES MOINES AREA COMMUNITY COLLEGE

By: ___________________________, President of the Board of Directors

Attest:

__________________________
HELEN HARRIS, Secretary

STATE OF IOWA )
) SS:
COUNTY OF POLK )

On this 4th day of MARCH, 1996 before me, a Notary Public in and for the State of Iowa, personally appeared Doug Steele and Helen Harris, to me personally known, who, being duly sworn, did say that they are the President of the Board of Directors and Secretary, respectively, of Des Moines Area Community College, that the foregoing Industrial New Jobs Training Agreement was signed by authority of the Board of Directors of said College; and that they acknowledged the execution of said instrument to be the voluntary act and deed of said College by it and by them voluntarily executed.

Given under my hand and seal of office, this 4th day of MARCH, 1996

__________________________
Mary A. Little
NOTARY PUBLIC IN AND
FOR THE STATE OF IOWA
BARR-NUNN TRANSPORTATION, INC.  
(Name of Employer)

By:  

Robert Sturgeon, President  
(name and office of officer executing agreement)

Attest:  

Barbara Kennedy  
Vice President of Education  
(name and office of officer attesting)

STATE OF  
State of  
COUNTY OF  
County of  

On this  day of  , 1996, before me, a Notary Public in and for the State of , personally appeared and , who, being duly sworn, did say that they are the and of respectively, of . That the foregoing Industrial New Jobs Training Agreement was signed by authority of the Board of Directors of said Corporation; and that such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it and by them voluntarily executed.

Given under my hand and seal of office, this day of , 1996.
EXHIBIT "A"

DESCRIPTION OF THE PROJECT

See Attached
EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

The South 630 Feet of the Northeast Quarter of the Northeast Quarter (NE$\frac{1}{4}$ NE$\frac{1}{4}$) of Section Twelve (12) in Township Eighty (80) North, Range Twenty-six (26) West of the 5th P.M., Dallas County, Iowa, lying East of the Railroad Right-of-Way, and all the land East of the former D.M.N. & W.R.R. in the Northwest Quarter of the Northeast Quarter (NW$\frac{1}{4}$ NE$\frac{1}{4}$) of Section Twelve (12), Township Eighty (80) North, Range Twenty-six (26) West of the 5th P.M., in Dallas County, Iowa,

DESCRIPTION OF PERSONAL PROPERTY
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**BARR-NUHN ENTERPRISES, LTD.**

**DEPRECIATION EXPENSE REPORT**

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BARR-NUNN TRANSPORTATION, INC.
PROJECT #5
TRAINING PLAN

Prepared by
Barbara Giese
Training Consultant
Des Moines Area Community College
BARR-NUNN TRANSPORTATION, INC.
PROJECT #5

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Introduction.........................................................................................................1

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Training Plan Outline.......................................................................................3

Training Plan Budget........................................................................................5
BARR-NUNN TRANSPORTATION, INC.
PROJECT #5
TRAINING PLAN

Introduction

The company started in 1982 as Sturgeon Truck Lines, Inc. and became Barr-Nunn Transportation, Inc. in 1985 with the purchase of the company that had federal operating authority to ship freight between states. Today Barr-Nunn Transportation, Inc., located in Granger, Iowa has 270 Iowa employees and does business in all 48 contiguous states. This project is adding 75 positions to the Iowa work force to meet the company goal of changing traffic lanes and expanded markets.

This project will continue a number of established programs at Barr-Nunn and create a number of new initiatives for training the new employees. Quality initiatives will continue to focus on preparation for ISO 9002 certification. Training for the drivers’ work force will included Driver Trainer training and the Driver Advancement program. All new employees will receive additional training through the Barr-Nunn University courses.

Des Moines Area Community College staff, in cooperation with Barr-Nunn Transportation staff, have prepared this plan to train 75 new employees between June 1, 1995 and July 1999. The training under this project will be evaluated by individual course evaluation and periodic training evaluations by Barr-Nunn personnel and the DMACC training consultant.
### BARR-NUNN TRANSPORTATION

**Project #5**

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<th>Position Title</th>
<th>Number of Positions</th>
<th>Average Hourly Salary (yearly)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Drivers</td>
<td>56</td>
<td>$14.42 ($30,000)</td>
</tr>
<tr>
<td>Fleet Manager</td>
<td>3</td>
<td>$13.46 ($28,000)</td>
</tr>
<tr>
<td>Load Coordinator</td>
<td>2</td>
<td>$15.38 ($32,000)</td>
</tr>
<tr>
<td>Clerical</td>
<td>3</td>
<td>$8.00 ($16,640)</td>
</tr>
<tr>
<td>MIS</td>
<td>2</td>
<td>$19.23 ($40,000)</td>
</tr>
<tr>
<td>Maintenance</td>
<td>4</td>
<td>$10.00 ($20,800)</td>
</tr>
<tr>
<td>Safety</td>
<td>2</td>
<td>$21.63 ($45,000)</td>
</tr>
<tr>
<td>Trainee</td>
<td>2</td>
<td>$10.81 ($22,500)</td>
</tr>
<tr>
<td>Marketing</td>
<td>1</td>
<td>$15.38 ($32,000)</td>
</tr>
</tbody>
</table>

**Total Position**: 75

Employee benefits: Medical, dental, life insurance (45-day waiting period), 401K, vacation, 7 holidays, sec. 145 cafeteria plan, 100% tuition and book reimbursement for any schooling.
BARR-NUNN TRANSPORTATION, INC.
PROJECT #5
TRAINING PLAN OUTLINE

I. Job Specific Skill Development $113,486

Over 25% of the Barr-Nunn office personnel deal with customers concerning rates and traffic lanes on a daily basis. In order to best serve the customer and stay competitive, these individuals must be able to analyze the market and price the services accordingly. Training dollars will be utilized to provide the training and develop information needed to perform the training.

Barr-Nunn is seeking ISO 9002 certification. All employees are being educated on ISO, and being trained on how to more efficiently perform their jobs. These training dollars will cover the training, consultation, and materials for this activity. DMACC has been assisting Barr-Nunn in the process.

As Barr-Nunn advances with technology today, computer training is an ongoing need. This year a local area network will be installed. As the company grows, new employees will enhance their computer skills. These training dollars will be used for training on the local area network and use of personal computers. The computer training will be outsourced. DMACC has assisted Barr-Nunn with this training.

Some employees have been working with DMACC on basic skills through the Learning Center and on-site classes. Funds from this project will continue the basic skills program.

As Barr-Nunn grows, the student driver program must expand. The DMACC Transportation Institute has provided Barr-Nunn with students and some “train-the-trainer” training. The training, evaluation tools, and materials for the Driver Trainers will be funded by this project.

This past year Barr-Nunn has developed a training program for all drivers called the Driver Advancement Program. This program allows drivers to keep up on current information and training concerning their jobs. Areas such as driving skills, hazardous materials, hours of service, trip planning, safety, defensive driving, etc. are covered. The driver can advance through four levels of education. The DMACC Transportation Institute is assisting with the driving skills testing. This project will utilize funds for the continued development and implementation of the Driver Advancement Program.
Barr-Nunn University has been implemented to establish career track training for employee advancement, to identify core requirements for each management level, and to create an environment where employees are willing to learn to better themselves, both personally and professionally. A yearly needs analysis will define the skill needs and training direction. DMACC will assist with part of the Barr-Nunn University classes.

II. Management/Supervisory Skills Training $15,000

This project will continue Barr-Nunn’s management training initiatives. The funds will be utilized to provide training in the following areas: leadership, team building, presentation skills, conflict resolution, strategic planning and management skills.

III. Training Materials $13,500

It is anticipated that print, audio, video, and computer materials will be needed to support training programs that will be part of this project. The Driver Advancement Program, Barr-Nunn University, and the Driver Trainer program will rely heavily on these materials. Orientation is also conducted by Barr-Nunn and utilizes such aids. A Training Resource Center provides materials for individual training needs. Funds will be used to update Resource Center materials.

IV. Professional and Job Skill Development $20,000

Funds in this category will be used to train individual employees through outside seminars, workshops, and classes. The funds will also be utilized for credit and noncredit classes at DMACC and other area colleges. Funds for this category will cover tuition, registrations, materials, and travel expenses.

V. On-The-Job Training $--00--

Although all new employees at Barr-Nunn receive extensive on-the-job training, no funds from this project will be used for this purpose.
The training fund is generated by a credit for new jobs withholding taxes under the provision of Iowa Code 260E.

Revision of this budget is allowable if both parties consent. A revised budget with signature of college and company representative will be filed with the original training plan.

I. Job Specific Training $113,486
   - Rate & Market Analysis Training
   - ISO 9002/TQM
   - Computer Training
   - Basic Skills
   - Driver Trainer Training
   - Driver Advancement Program - Driving Tests
     (DMACC Transportation Institute)
   - Barr-Nunn University Classes

II. Management/Supervisory Skills Training $15,000
    - Barr-Nunn University Management Development

III. Training Materials $13,500
    - Defensive Driving CD-ROM Program
    - Orientation Materials
    - Driver Advancement Program
    - Resource Center
    - Other materials and aids to assist with training
IV. Professional and Job Skill Development $20,000
- Outside workshops, seminars and conventions
- Tuition to DMACC credit and noncredit classes

V. On-The-Job Training $0

Total Training Budget $161,986

Training began June 1, 1995 with completion anticipated in July 1999.

Upon receipt or proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260E, DMACC, and this training plan will be made on an applied-for basis.
The Board of Directors of the Des Moines Area Community College met in regular session on the 4th day of March, 1996, at 4:15 o'clock p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present Doug Shull, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Dale Froehlich, Dick Johnson, Naomi Neu,
Gerry Pecinovsky, Wayne Rouse, Madelyn Tursi

Absent: Anita Micich

Matters were discussed concerning a New Jobs Training Agreement between the College and Jacobson Transportation Company, Inc. Following a discussion of the proposal, Board member Tursi introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed $35,000 Aggregate Principal Amount of New Jobs Training Certificates (Jacobson Transportation Company, Inc. Project) of the Des Moines Area Community College"; and moved its adoption. The motion was seconded by Board Member Rouse. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * *

President of the Board of Directors

Attest:
Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED $35,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (JACOBSON TRANSPORTATION COMPANY, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Jacobson Transportation Company, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a job training program (hereinafter referred to as the "Project") to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed $35,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed $35,000 of New Jobs Training Certificates (Jacobson Transportation Company, Inc. Project) of the College (the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act, all as required and provided for by Section 260E.6 of the Act; and
WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

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

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:
STATE OF IOWA
COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the
Chief Clerk
of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) the following dates March 27, 1986


Subscribed and sworn to before me by said affiant this 28 Day of
March, 1986.

Notary Public in and for Polk County, Iowa
NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(JACOBSON TRANSPORTATION COMPANY, INC. PROJECT)
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed $35,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Jacobson Transportation Company, Inc. Project) (the "Certificates"). The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of a new jobs training program to educate and train workers for new jobs at Jacobson Transportation Company, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E of the Iowa Code.

By Order of the Board of Directors

Secretary of the Board of Directors
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law of not to exceed $35,000 of New Jobs Training Certificates (Jacobson Transportation Company, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 4th day of March, 1996.

[Signature]
President of the Board of Directors

Attest:

[Signature]
Secretary of the Board of Directors
STATE OF IOWA  )
         ) SS:
COUNTY OF POLK  )

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 4, 1996, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors 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 of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 4th day of March, 1996.

[Signature]
Secretary of the Board of Directors
INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Jacobson Transportation Company, Inc.

Dated as of March 4, 1996
INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of March 4, 1996 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Jacobson Transportation Company, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, 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, THEREOF, 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. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of 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.
(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of [Iowa] and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder 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 Employer 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 this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer’s projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit ‘B” attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "Incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.
Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. 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 Exhibit "A".

Section 2.3. 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. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall be for not to exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement shall not terminate until the Certificates have been paid in full.

Section 2.5. 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 the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds 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 and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have not right to receive any amounts in the Project Fund except as approved by the Area School.

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 the Project in excess of the moneys in the Project Fund 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. The Employer will, however, be entitled, to the
extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project
Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to
satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the
Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for
all reasonable and necessary expenses incurred by the Area School in connection with the Project,
including but not limited to legal fees and any Project Costs incurred to provide training to
employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from
withholding and incremental property taxes with respect to the Project shall be deposited in a
separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the
Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the
payment of the principal, premium, if any, and interest on the Certificates. Any interest earnings
on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest
on the Certificates or as otherwise determined by the Area School.

ARTICLE III
PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the
Employer with a schedule showing the payments of the principal and interest on the Certificates,
provided that the failure to provide such schedule to the Employer shall in no way diminish the
liability of the Employer for the payments provided herein to be made by the Employer. In the
event that the new jobs credit from withholding with respect to persons employed at the Project
and the incremental property taxes produced by the expansion by the Employer as a part of the
Project are insufficient for the payment of each payment of principal and interest on the
Certificates on the date when due, the Employer shall make, or cause to be made, payments to the
Area School in the amount of any such deficiency not later than the date when such principal and
interest are due on the Certificates.

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 on the Certificates as and when
due. The Employer shall not be entitled to any reimbursement for any payments made by it for
purposes of paying principal and interest on the Certificates and shall not under any circumstances
be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required
hereunder directly to the Area School at its principal office for application to the payment of the
corresponding installments of principal, premium, if any, and interest on the Certificates.
Section 3.3. The obligations 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 required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates. 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, including specifically the property described on Exhibit "B" attached hereto, 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. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of 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 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
(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection 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.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

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 continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, 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 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 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:

If to the Area School: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

If to the Employer: Craig A. Petermeier
Executive Vice-President
Jacobson Transportation Company, Inc.
P.O. Box 224
Des Moines, Iowa 50301

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 of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School 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, the Resolution or the Certificates.

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 be necessary to enforce or secure payment of the principal, 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 hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, 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 or any application hereof affect any legal and valid application hereof, 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 agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, 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 its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney’s fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer’s employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the
Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

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

DESMOINES AREA COMMUNITY COLLEGE

By: ________________________________, President of the Board of Directors

Attest:

Helen Harris, Secretary

STATE OF IOWA )
COUNTY OF POLK ) SS:

On this 4th day of MARCH, 1996, before me, a Notary Public in and for the State of Iowa, personally appeared Doug Shall and Helen Harris, who, being duly sworn, did say that they are the President of the Board of Directors and Secretary, respectively, of Des Moines Area Community College; that the foregoing Industrial New Jobs Training Agreement was signed by authority of the Board of Directors of said College; and that they acknowledged the execution of said instrument to be the voluntary act and deed of said College by it and by them voluntarily executed.

Given under my hand and seal of office, this 4th day of MARCH, 1996

______________________________
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA
Jacobson Transportation Company, Inc.
(Name of Employer)

By: 

Craig A. Petermeier, Executive V.P.
(name and office of officer executing agreement)

Attest:

Gene E. Loverink, V.P. Administration
(name and office of officer attesting)

STATE OF )
COUNTY OF )

On this 22rd day of December, 1995, before me, a Notary Public in and for the State of Iowa, personally appeared Craig A. Petermeier and Gene E. Loverink, respectively, of Jacobson Transportation, who, being duly sworn, did say that they are the Executive and Vice President, respectively, of Jacobson Transportation, that the foregoing Industrial New Jobs Training Agreement was signed by authority of the Board of Directors of said Corporation, and that such officers acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it and by them voluntarily executed.

Given under my hand and seal of office, this 22nd day of December, 1995.

WauNetta Malone
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

[DATE OF FORM: 10/03/95]
EXHIBIT “A”

DESCRIPTION OF THE PROJECT

See Attached
EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

See Attached

DESCRIPTION OF PERSONAL PROPERTY
A part of Lot 1 and Lot 2, New Industry Incorporated, being an Official Plat in the City of Des Moines, Polk County, Iowa and being described as follows:

Beginning at the Northwest Corner of the South 400.00 feet of said Lot 1; thence North 89°47'00" East, 1023.16 feet; thence South 0°02'36" East, 400.00 feet to a point on the south line of said Lot 1; thence continuing south 0°02'36" East, 8.05 feet; thence South 89°30'33" West, 1023.50 feet to a point on the West line of said Lot 2; thence North 0°00'00" East along the west line of said Lot 1 and Lot 2, 412.95 feet to the point of beginning and containing 9.64 acres (420.070 SQ. FT.) more or less.

A part of Lot 2 and Lot 7, New Industry Incorporated, being an Official Plat in the City of Des Moines, Polk County, Iowa, being described as follows:

Beginning at the southwest corner of said Lot 7; thence northerly along the west line of said Lot 2 and Lot 7 and along a curve concave westerly whose radius 3859.83 feet whose arc length is 312.80 feet and whose chord bears North 1°57'01" west, 312.72 feet; thence North 4°16'20" west continuing along the west line of said Lot 2, 49.71 feet; thence continuing northerly along the said west line of Lot 2 and along a curve concave easterly whose radius is 3779.83 feet, whose arc length is 281.85 feet, and whose chord bears north 2°08'09" West, 281.78 feet; thence North 0°00'00" east continuing along said west line of Lot 2, 168.27 feet; thence North 89°30'33" east, 1023.50 feet; thence North 0°02'36" west, 8.05 feet; thence North 89°47'00" East, 100.00 feet to the northeast corner of said Lot 2; thence South 0°02'36" east, 700.00 feet to the southeast corner of said Lot 2; thence South 89°47'00" West, 101.58 feet to the northeast corner of said Lot 7; thence South 0°59'00" east, 124.96 feet to the southeast corner of said Lot 7; thence South 89°47'00" West, 999.78 feet to the point of beginning and containing 20.56 acres (895,409 SQ. FT) more or less.
TRAINING PLAN
FOR
JACOBSON TRANSPORTATION COMPANY, INC.
Project #1

Prepared by:
Barbara Giese, Training Consultant
Des Moines Area Community College
January 8, 1995
# TABLE OF CONTENTS

- Training Plan Introduction ................................................................. 1
- List of Positions and Average Salary ................................................. 2
- Training Plan Outline ........................................................................ 3
- Training Budget ................................................................................ 5
Jacobson Transportation Company, Inc. has been in business for 27 years providing comprehensive transportation services. In 1986 the transportation company became a separate corporation from the Jacobson Warehouse Company. The transportation company continues to grow with additional business generated by the warehouse company. In 1995 the transportation company relocated and remodeled the offices within the Jacobson complex. This project will add thirteen (13) positions from November 30, 1994 through December 1997.

The training for this project will focus on the skills for the new dispatchers and drivers. Dispatchers will receive training that focuses on delivering the best service to the client. Driver training will include an initial orientation, safety and road training with an advanced trainer. Supervisors of the new employees will also be provided training under this plan.

Des Moines Area Community College staff, in cooperation with Jacobson Transportation Company staff, have prepared this plan to train 13 new employees between November 1994 and December 1997. The training under this plan will be evaluated by individual course evaluations, program evaluations, and periodic training plan evaluations by Jacobson management and DMACC training consultant.
### JACOBSON TRANSPORTATION COMPANY, INC.

**Project #1**

<table>
<thead>
<tr>
<th>Position Title</th>
<th>Number of Positions</th>
<th>Average Hourly Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant</td>
<td>1</td>
<td>$10.82</td>
</tr>
<tr>
<td>Clerical</td>
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<td>7.50</td>
</tr>
<tr>
<td>Mechanic</td>
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<td>9.00</td>
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<tr>
<td>Dispatcher</td>
<td>3</td>
<td>12.89</td>
</tr>
<tr>
<td>Driver</td>
<td>7</td>
<td>17.30</td>
</tr>
</tbody>
</table>

**Total Positions** 13

Employees receive the following benefits: full health (including prescriptions), dental, life (including family coverage), short-term and long-term disability insurance and profit sharing.
I. Job Specific Skills  

Training for this project will focus on development of the dispatcher and driver skills. The training for the new dispatchers will include customer service and telephone skills. DMACC will assist with telephone training on etiquette and skills for handling difficult calls. Dispatchers will also attend the Dale Carnegie course to develop their skills in dealing more comfortably with people.

All new employees will spend two days in orientation. This orientation includes coverage of benefits, the employee manual, expectations, rules, procedures and policies. Individual managers cover site location and job specific skills.

The new drivers participate in an additional two-day orientation. The content for driver orientation covers products, customers, hazardous materials handling, driver paperwork and safety. New drivers then spend one week on the road with an advanced driver trainer. Drivers will also attend biannual safety meetings to review accidents and how they could have been avoided, customer-related issues, and new DOT and safety regulations. DMACC’s Transportation Institute may be asked to assist with the advanced driver training.

II. Management/Supervisory Skills Training  

The supervisors of the new employees will attend company-wide supervisory training. This training, provided by internal trainers will focus on improving supervisory techniques and improving employee performance through motivation, quality improvement, and encouraging initiative.

III. Training Materials  

Materials (videos and print material) will be purchased to support the ongoing customer service training for dispatchers and drivers. Funds from this project will also be used for an audit-assessment of company-wide compliance with DOT regulations. Assessment outcomes will be used to develop the advanced driver training program.
V. On-the-Job Training

Although all Jacobson Transportation employees receive extensive on-the-job training, no funds from this project will be used for this purpose.

VI. Other Training

Jacobson employees provide the orientation and training for the new employees. This training time is time taken away from the normal duties. Funds from this project will be used to cover the salaries of Jacobson employees while they are providing training for the new employees.
JACOBSON TRANSPORTATION COMPANY, INC.
PROJECT #1
TRAINING PLAN BUDGET

The training fund is generated by a credit for new jobs withholding taxes under the provision of Iowa Code 260E. Revision of this budget is allowable if both parties consent. A revised budget with signatures of college and company representatives will be filed with the original training plan.

I. Job Specific Skill Development $11,050
   - New employee orientation
   - Customer service - telephone techniques training for dispatchers
   - Advanced driver training
   - Dale Carnegie courses for selected staff

II. Management/Supervisory Training $ 5,000

III. Training Materials $5,150
   - Purchase of video/print materials for customer service training
   - Company-wide DOT regulations audit/assessment

V. On-The-Job Training $00.00

VI. Other Training $6,709

Total Training Budget $27,909

Training began on November 30, 1994 with completion anticipated in June 1999.

Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260E, DMACC, and this training plan, will be made on an applied-for basis.
The Board of Directors of the Des Moines Area Community College met in regular session on the 4th day of March, 1996, at 4:15 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present Doug Shull, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Dale Froehlich, Dick Johnson, Naomi Neu,

Gerry Pecinovsky, Wayne Rouse, Madelyn Tursi

Absent Anita Micich

Matters were discussed concerning a Retraining Agreement between the College and Kemin Industries, Inc.. Following a discussion of the proposal by the Board, Board Member Johnson introduced and caused to be read a resolution entitled, “A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement”; and moved its adoption. The motion was seconded by Board Member Neu. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull

Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

*********

[Signature]

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

[Signature]

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Kemin Industries, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of $20,000; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 4th day of March, 1996.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors
I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 4, 1996, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors 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 of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as November be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 4th day of March, 1996.

[Signature]

SECRETARY OF THE BOARD OF DIRECTORS
RETRAINING AGREEMENT

Between

Des Moines Area Community College
Ankeny, Iowa

and

KEMIN INDUSTRIES, INC.

Dated as of

March 4, 1996
RETRAINING AGREEMENT

This Retraining Agreement ("Agreement") made and entered into as of the 4th day of March 1996 between Des Moines Area Community College, Ankeny, Iowa ("Community College"), and Kemin Industries, Inc. ("Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260F of Code of Iowa, as amended ("Act"), Community College has determined to enter into this Agreement with Employer for the purpose of establishing a retraining program ("Project") to train certain persons employed by Employer in new skills required as a result of retooling; and

WHEREAS, the Iowa Department of Economic Development has approved an award of funds ("Project Award") under Section 260F.6 of the Act in order to provide funding for the costs of the Project; and

WHEREAS, the Community College 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 Community College. Community College represents and covenants that:

(a) it is duly organized and validly existing under the laws of the State of Iowa ("State");

(b) it is not in violation of 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
Section 1.2. **Representations and Covenants of Employer.** Employer represents and covenants that:

(a) It is duly and validly organized and is in good standing under the laws of the State of \_\_\_\_\_Iowa\_\_\_\_\_ and is qualified to do business in Iowa.

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

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

(d) Employer is an "Eligible Business" or "business" as defined in Section 260F.2 of the Act.

(e) Employer is engaged in retooling, Employer's work force would be at risk of displacement within the next ten years if not retrained, and the purpose of the Project is to provide education and retraining services to minimize the risk of employee displacement.

**ARTICLE II**

**PROJECT; PROGRAM SERVICES**

Section 2.1. The "Project" shall consist of the retraining program and services to be provided by Community College to employees of Employer as described on
Exhibit "A" (the "Program Services") entitled "Retraining Proposal". Exhibit "A" includes the number of jobs to be retrained, and is incorporated herein by reference. Exhibit "A" includes the date the retraining will begin, the length of time each job category will be provided retraining, the ending date of the retraining, areas of retraining, estimated costs of each component of retraining, and the proposed budget of Community College and the Employer which sets forth all expenditures associated with the Project.

Section 2.2. Employer represents and agrees that the Program Services are for the purpose of providing retraining services to persons employed by Employer.

Section 2.3. Community College agrees to provide the Program Services if and to the extent that funds are awarded and released for the Project by the Department of Economic Development. It is understood and agreed that Employer and Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. It is understood by Community College and Employer that should the Project Award for the costs of the Project not be available or received from the Department of Economic Development within a reasonable period of time, this Agreement shall be terminated by mutual agreement of the parties. In any event, Employer shall pay all administrative costs associated with the Project which have been incurred by the Community College.

Section 2.5. The term of this Agreement shall begin on the 1st day of April ________t 1996. and end on the 1st day of April 1996.

Section 2.6. Community College shall collect an application/administration fee from the Fund Advance in the amount of $900.00 to defray Community College costs of applying for financial assistance.

Section 2.8. Community College may revise or expand the training curriculum from time to time with the consent of Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; and provided that the training curriculum remains within the context of the Project application approved by the Department of Economic Development.

Section 2.9. In the event that moneys provided by the Project Award are not sufficient to pay all costs of the Project, Employer will, nonetheless, pay all such costs of the Project in full from its own funds. If Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from Community College.
ARTICLE III

PAYMENTS; SECURITY

Section 3.1. Community College shall create a fund for the deposit of the Project Award from the Department of Economic Development (DED) for Project costs.

Section 3.2. Employer and Community College agree that the Project Award for Project costs is issued by DED as a forgivable loan (grant) and shall not be required to be repaid by Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Agreement. Community College and the DED shall determine whether an event of default has occurred.

ARTICLE IV

EVENT OF DEFAULT AND REMEDIES

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

(a) Employer fails to comply with any requirements contained in this Agreement and such failure continues for a period of twenty (20) days from the date a written notice concerning such failure is sent from Community College to Employer which specifies the issue(s) of noncompliance. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within twenty (20) days, Community College may, but need not, extend the period of cure to a maximum of sixty (60) days.

(b) Employer becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies or consents to the appointment of a trustee or a receiver for the Employer or the major part of its property.

(c) A trustee or receiver is appointed for the Employer or for the major part of its property and the order of such appointment is not discharged, vacated, or stayed within sixty (60) days after such appointment.

(d) Bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or
similar law or laws for the relief of debtors are instituted by or against Employer and, if instituted against Employer, are consented to, or, if contested by Employer, are not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(e) Employer ceases or announces the cessation of operations at the Project site, unless such operations are transferred to another facility in the State of Iowa.

(f) Employer directly or indirectly makes any false or misleading representations or warranties in the program application or this Agreement, or in any reports, financial statements, or any other documents which are provided to Community College or the Department of Economic Development.

(g) Employer acts in any manner contrary to, or fails to act in accordance with, any provision of this Agreement.

(h) Employer takes corporate action to effect any of the preceding conditions of default.

(i) Employer fails to meet at least one of the following:

1. Achieve a net increase in the number of employment positions at the Project site;

2. Achieve a net increase in the quality of jobs held by those retrained;

3. Achieve a net increase in the wages of those retrained.

(j) Employer fails to complete the Project within the agreed period of time. In this instance, the Employer shall be required to repay 20 percent of the total Project Award from DED expended by Community College and Employer.

(k) Employer fails to retrain the agreed number of employees. Employer shall be required to repay a proportionate amount of the total Project Award from DED expended by Community College and Employer. In this instance, the proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
The declaration of an event of default under Subsection (d) 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 has occurred, further training or payments to the Employer shall be suspended.

Section 4.3. Whenever an event of default has occurred for reasons cited in ARTICLE IV, Section 4.1. (a) through (i), the Employer shall immediately repay to the Department of Economic Development all DED moneys expended by Employer and Community College from the Project Award. Employer shall also pay interest on the amount to be repaid at the rate of 2.73%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 4.4 Whenever an event of default has occurred for reasons cited in Section 4.1 (j) or (k), Employer shall immediately pay the penalty prescribed in ARTICLE IV, Section 4.1 (j) or (k), whichever is applicable, to the Department of Economic Development. Employer shall also pay interest on the amount to be repaid at the rate of 2.73%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 4.5. Whenever an event of default has occurred and is continuing, Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of Employer under this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Community College shall never be obligated to take any step which, in its opinion, will or might cause it to expend time or money or incur liability.

Section 4.6. No remedy conferred upon or reserved to Community College 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 Community College 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 4.7. 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.

Section 4.8. As required by Iowa Administrative Code, Chapter 260F.3(6), any payments required to be made by Employer to the Department of Economic Development are a lien upon Employer's property set forth on Exhibit C attached hereto until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the 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 tax sale obtains the property subject to the remaining payments.

Section 4.9. Whenever an event of default has occurred and is unresolved, Community College shall assign this Agreement to the Iowa Department of Economic Development for appropriate collection action by that Department and the Attorney General of the State.

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 address as follows:

Community College: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer
Christopher E. Nelson
President
Kemin Industries, Inc.
2100 Maury Street, Box 70
Des Moines, IA 50301-0070
Employer and Community College 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 Community College 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 Community College or its Board of Directors other than in their official capacity, and neither the members of the Board of Directors nor any official executing this Agreement shall in any circumstances be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of Community College contained herein.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Community College, Employer and their respective permitted successors and assigns, provided that this Agreement may not be assigned by Employer without the express written consent of Community College and may not be assigned by Community College except as may otherwise be provided herein.

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 or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof 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.
Section 5.7. This Agreement replaces all prior agreements, if any, between the parties with respect to the subject matter hereof, and upon execution of this Agreement the relationship of the parties with respect to the subject matter hereof shall be governed solely by this Agreement except to the extent any such prior agreement may contain a term which is specified to survive.

IN WITNESS WHEREOF, Community College and Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE

By: 

DOUG SULL
BOARD PRESIDENT

(name) (title)

ATTEST:

HELEN HARRIS
BOARD SECRETARY

(name) (title)

STATE OF IOWA
COUNTY OF POLK

On this 4th day of MARCH, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared DOUG SULL and HELEN HARRIS, to me personally known, who being by me duly sworn, did say that they are the BOARD PRESIDENT and BOARD SECRETARY of Des Moines Area Community College; that no seal has been procured by the said College; that said instrument was signed on behalf of said college by authority of its Board of Directors; and that the said DOUG SULL and HELEN HARRIS acknowledge the execution of said instrument to be the voluntary act and deed of said College, by it and by them voluntarily executed.

JUDY G. LITTLE
Notary Public in and for the State of Iowa
KEMIN INDUSTRIES, INC.

(Name of Employer)

By: Christopher E. Nelson

(name) (title)

(Seal)

ATTEST:

Tammi Guldenpennig

(name) (title)

STATE OF IOWA

COUNTY OF Polk.

On this 31st day of January, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Christopher E. Nelson and Tammi Guldenpennig, to me personally known, who being by me duly sworn, did say that they are the President and Treasurer of Kemin Industries, Inc.; that no seal has been procured by the said Corporation; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said Christopher E. Nelson and Tammi Guldenpennig acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa
EXHIBIT A

RETRAINING PROPOSAL
I. Job Specific Training

The funds for this project will be used to prepare Kemin staff for increased computerization. Many staff who have never used a computer at their worksite will now be required to do so. New mainframe hardware and software will also require that staff undergo extensive training.

One phase of the training for this program will be extensive training on PC software. Staff who have not had PC access will be required to take introductory training in Windows and Excel. Other staff will take the advanced PC software courses that are necessary for their positions. Once the new computer system is chosen, the company will be able to determine the specific training needs. Des Moines Area Community College will deliver the PC software training through the software institute. Additional training or consulting in JIT and MRP II will be provided by DMACC.

The second phase of training to be funded by this project will be the training for staff on the new computer system. It is anticipated that approximately twenty (20) Kemin employees will need to attend vendor training on the new mainframe software. Expenses will include out-of-state travel and expenses for one week of training. Once the new computer system is installed, the vendor will be onsite for approximately ten days of training. Project funds will also be used toward this expense.
This training plan will be funded by a 260F Retraining Grant.

I. Job Specific Skill Development

A. PC software training $7,500
B. Vendor training on new mainframe system $11,600

Total Training $19,100

Training will begin on April 1, 1996, with completion anticipated April 1, 1998.

Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC and this training plan, will be made on an applied-for basis.
Complete the following chart by entering each job title to receive training. For each job title listed, enter the number of employees to receive training and their average hourly wage.

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th># TO BE TRAINED</th>
<th>AVERAGE HOURLY WAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing Labor</td>
<td>10</td>
<td>9.59</td>
</tr>
<tr>
<td>Hardware</td>
<td>1</td>
<td>11.71</td>
</tr>
<tr>
<td>Shipping</td>
<td>2</td>
<td>10.48</td>
</tr>
<tr>
<td>Maintenance</td>
<td>2</td>
<td>14.48</td>
</tr>
<tr>
<td>Research</td>
<td>2</td>
<td>16.65</td>
</tr>
<tr>
<td>QC</td>
<td>2</td>
<td>14.09</td>
</tr>
<tr>
<td>Sales</td>
<td>1</td>
<td>23.95</td>
</tr>
<tr>
<td>Customer Service</td>
<td>4</td>
<td>11.31</td>
</tr>
<tr>
<td>Accounting</td>
<td>5</td>
<td>14.13</td>
</tr>
<tr>
<td>Inventory Control</td>
<td>1</td>
<td>12.38</td>
</tr>
<tr>
<td>Purchasing</td>
<td>2</td>
<td>13.20</td>
</tr>
<tr>
<td>Office</td>
<td>1</td>
<td>11.56</td>
</tr>
<tr>
<td>Data Processing</td>
<td>2</td>
<td>14.53</td>
</tr>
<tr>
<td>Printing</td>
<td>1</td>
<td>12.12</td>
</tr>
<tr>
<td>Executives</td>
<td>4</td>
<td>47.55</td>
</tr>
</tbody>
</table>

TOTAL 40 XXXXXXXXX
11. TRAINING PROPOSAL
(THESE SECTION IS TO BE COMPLETED BY ALL APPLICANTS)

A. What date will the training begin? **April 1, 1996**
B. What date will the training end? **April 1, 1998**
C. What is the **TOTAL UNDuplicated** number of employees that will receive training during the time frame specified above? **40**

**LIST OF TRAINING ACTIVITIES TO BE PROVIDED**

Complete the following chart for each training activity to be provided. Training activities include classroom training, consulting, evaluation, technical assistance, etc. List each training activity. Also attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

<table>
<thead>
<tr>
<th>TRAINING ACTIVITY</th>
<th>TRAINING PROVIDER</th>
<th># TO BE TRAINED</th>
<th>LENGTH OF TRAINING (HRS/MOS, ETC)</th>
<th>TOTAL COST</th>
<th>260F COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC training (Intro to Windows,</td>
<td>DMACC Software Center</td>
<td>40</td>
<td>1 year</td>
<td>$7,500</td>
<td>$7,500</td>
</tr>
<tr>
<td>Excel, JIT, MRPII</td>
<td>and other DMACC faculty</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mainframe system training</td>
<td>Chosen software vendor</td>
<td>20</td>
<td>2 years</td>
<td>$79,000</td>
<td>$11,600</td>
</tr>
</tbody>
</table>
13. LOAN INFORMATION
(THIS SECTION IS TO BE COMPLETED BY ALL APPLICANTS)

A. What is the loan amount being requested? (cannot exceed $50,000): $20,000

B. This application is for a: (X) forgivable ( ) repayable loan.

C. Complete the following chart to show how the loan will be used:

<table>
<thead>
<tr>
<th>LOAN DISTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom Training $ 7,500</td>
</tr>
<tr>
<td>On-The-Job Training $</td>
</tr>
<tr>
<td>Other Training Vendor $ 11,600</td>
</tr>
<tr>
<td>College Administration $ 900</td>
</tr>
<tr>
<td>Legal Fees $</td>
</tr>
<tr>
<td>Other Fees $</td>
</tr>
<tr>
<td>Reserves $</td>
</tr>
<tr>
<td>Other $</td>
</tr>
<tr>
<td>TOTAL LOAN AMOUNT $ 20,000</td>
</tr>
</tbody>
</table>

D. If this application is for a repayable loan, what is the total interest to be paid on the loan: N/A

E. If this application is for a repayable loan, what is the total obligation to be repaid (loan + interest): N/A

14. REPAYMENT SOURCES
(COMPLETE THIS SECTION ONLY FOR NEW JOBS TRAINING PROJECTS)

If this application is for a repayable loan, complete the following chart to show the source(s) of funding that will be used to repay the loan. Funding projections must cover the full repayment period of the loan.

| 1. Withholding Tax Credit $ |
| 2. Incremental Tax From Land & Buildings $ |
| 3. Incremental Tax From Machinery & Equipment $ |
| 4. TOTAL INCREMENTAL PROPERTY TAX (Add 2 & 3 above) $ |
| 5. TOTAL FUNDING (Add 1 & 4 above) $ |
The Board of Directors of the Des Moines Area Community College met in regular session on the 4th day of March, 1996, at 4:15 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present Doug Shull, President of the Board, in the chair, and the following named Board Members:

Harold Belken, Dale Froehlich, Dick Johnson, Naomi Neu,
Gerry Pecinovsky, Wayne Rouse, Madelyn Tursi.

Absent Anita Micich

Matters were discussed concerning a Retraining Agreement between the College and Medical Industries America Inc. Following a discussion of the proposal by the Board, Board Member Rouse introduced and caused to be read a resolution entitled, “A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement”; and moved its adoption. The motion was seconded by Board Member Tursi. After due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

Ayes: Belken, Froehlich, Johnson, Neu, Pecinovsky, Rouse, Tursi, Shull
Nays: NONE

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

** * * * * * **

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

Secretary of the Board of Directors
RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Medical Industries America Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of $4,960; and

WHEREAS, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

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

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 4th day of March, 1996.

[Signature]
President of the Board of Directors

ATTEST:

[Signature]
Secretary of the Board of Directors

k:dbv\1996\02\dbv04702.96
STATE OF IOWA  

COUNTY OF POLK  

I, Helen M. Harris, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on March 4, 1996, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors 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 of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as November be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 4th day of March, 1996.

Helen Harris
SECRETARY OF THE BOARD OF DIRECTORS
RETRAINING AGREEMENT

Between

Des Moines Area Community College
Ankeny, Iowa

and

MEDICAL INDUSTRIES AMERICA, INC.

Dated as of

March 4, 1996

260F Retraining Agreement — January 1996
RETRAINING AGREEMENT

This Retraining Agreement ("Agreement") made and entered into as of the 4th
day of March, 1996 between Des Moines Area Community College,
Ankeny, Iowa ("Community College"), and Medical Industries America, Inc.
("Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260F of Code of Iowa, as amended ("Act"),
Community College has determined to enter into this Agreement with Employer for the
purpose of establishing a retraining program ("Project") to train certain persons
employed by Employer in new skills required as a result of retooling; and

WHEREAS, the Iowa Department of Economic Development has approved an
award of funds ("Project Award") under Section 260F.6 of the Act in order to provide
funding for the costs of the Project; and

WHEREAS, the Community College 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 Community College. Community College
represents and covenants that:

(a) it is duly organized and validly existing under the laws of the State of Iowa
("State");

(b) it is not in violation of 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
Section 1.2. **Representations and Covenants of Employer.** Employer represents and covenants that:

(a) It is duly and validly organized and is in good standing under the laws of the State of **Iowa** and is qualified to do business in Iowa.

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

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

(d) Employer is an "Eligible Business" or "business" as defined in Section 260F.2 of the Act.

(e) Employer is engaged in retooling, Employer's work force would be at risk of displacement within the next ten years if not retrained, and the purpose of the Project is to provide education and retraining services to minimize the risk of employee displacement.

**ARTICLE II**

**PROJECT; PROGRAM SERVICES**

Section 2.1. The "Project" shall consist of the retraining program and services to be provided by Community College to employees of Employer as described on
Exhibit "A" (the "Program Services") entitled "Retraining Proposal". Exhibit "A" includes the number of jobs to be retrained, and is incorporated herein by reference. Exhibit "A" includes the date the retraining will begin, the length of time each job category will be provided retraining, the ending date of the retraining, areas of retraining, estimated costs of each component of retraining, and the proposed budget of Community College and the Employer which sets forth all expenditures associated with the Project.

Section 2.2. Employer represents and agrees that the Program Services are for the purpose of providing retraining services to persons employed by Employer.

Section 2.3. Community College agrees to provide the Program Services if and to the extent that funds are awarded and released for the Project by the Department of Economic Development. It is understood and agreed that Employer and Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.4. It is understood by Community College and Employer that should the Project Award for the costs of the Project not be available or received from the Department of Economic Development within a reasonable period of time, this Agreement shall be terminated by mutual agreement of the parties. In any event, Employer shall pay all administrative costs associated with the Project which have been incurred by the Community College.

Section 2.5. The term of this Agreement shall begin on the First day of January____, 1996, and end on the First day of January____, 1998.

Section 2.6. Community College shall collect an application/administration fee from the Fund Advance in the amount of $-0- to defray Community College costs of applying for financial assistance.

Section 2.8. Community College may revise or expand the training curriculum from time to time with the consent of Employer; provided that no revision shall be made which would change the Project to other than purposes permitted by the Act; and provided that the training curriculum remains within the context of the Project application approved by the Department of Economic Development.

Section 2.9. In the event that moneys provided by the Project Award are not sufficient to pay all costs of the Project, Employer will, nonetheless, pay all such costs of the Project in full from its own funds. If Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from Community College.
ARTICLE III
PAYMENTS; SECURITY

Section 3.1. Community College shall create a fund for the deposit of the Project Award from the Department of Economic Development (DED) for Project costs.

Section 3.2. Employer and Community College agree that the Project Award for Project costs is issued by DED as a grant (forgivable loan, grant) and shall not be required to be repaid by Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Agreement. Community College and the DED shall determine whether an event of default has occurred.

ARTICLE IV
EVENT OF DEFAULT AND REMEDIES

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

(a) Employer fails to comply with any requirements contained in this Agreement and such failure continues for a period of twenty (20) days from the date a written notice concerning such failure is sent from Community College to Employer which specifies the issue(s) of noncompliance. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within twenty (20) days, Community College may, but need not, extend the period of cure to a maximum of sixty (60) days.

(b) Employer becomes insolvent or bankrupt, or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies or consents to the appointment of a trustee or a receiver for the Employer or the major part of its property.

(c) A trustee or receiver is appointed for the Employer or for the major part of its property and the order of such appointment is not discharged, vacated, or stayed within sixty (60) days after such appointment.

(d) Bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy or
similar law or laws for the relief of debtors are instituted by or against Employer and, if instituted against Employer, are consented to, or, if contested by Employer, are not dismissed by the adverse parties or by an order, decree or judgment within sixty (60) days after such institution.

(e) Employer ceases or announces the cessation of operations at the Project site, unless such operations are transferred to another facility in the State of Iowa.

(f) Employer directly or indirectly makes any false or misleading representations or warranties in the program application or this Agreement, or in any reports, financial statements, or any other documents which are provided to Community College or the Department of Economic Development.

(g) Employer acts in any manner contrary to, or fails to act in accordance with, any provision of this Agreement.

(h) Employer takes corporate action to effect any of the preceding conditions of default.

(i) Employer fails to meet at least one of the following:

(1) Achieve a net increase in the number of employment positions at the Project site;

(2) Achieve a net increase in the quality of jobs held by those retrained;

(3) Achieve a net increase in the wages of those retrained.

(j) Employer fails to complete the Project within the agreed period of time. In this instance, the Employer shall be required to repay 20 percent of the total Project Award from DED expended by Community College and Employer.

(k) Employer fails to retrain the agreed number of employees. Employer shall be required to repay a proportionate amount of the total Project Award from DED expended by Community College and Employer. In this instance, the proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
The declaration of an event of default under Subsection (d) 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 has occurred, further training or payments to the Employer shall be suspended.

Section 4.3. Whenever an event of default has occurred for reasons cited in ARTICLE IV, Section 4.1. (a) through (i), the Employer shall immediately repay to the Department of Economic Development all DED moneys expended by Employer and Community College from the Project Award. Employer shall also pay interest on the amount to be repaid at the rate of 2.73 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 4.4. Whenever an event of default has occurred for reasons cited in Section 4.1 (j) or (k), Employer shall immediately pay the penalty prescribed in ARTICLE IV, Section 4.1 (j) or (k), whichever is applicable, to the Department of Economic Development. Employer shall also pay interest on the amount to be repaid at the rate of 2.73 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 4.5. Whenever an event of default has occurred and is continuing, Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of Employer under this Agreement. Notwithstanding the foregoing or any other provision of this Agreement, Community College shall never be obligated to take any step which, in its opinion, will or might cause it to expend time or money or incur liability.

Section 4.6. No remedy conferred upon or reserved to Community College 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 Community College 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 4.7. 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.

Section 4.8. As required by Iowa Administrative Code, Chapter 260F.3(6), any payments required to be made by Employer to the Department of Economic Development are a lien upon Employer's property set forth on Exhibit C attached hereto until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the 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 tax sale obtains the property subject to the remaining payments.

Section 4.9. Whenever an event of default has occurred and is unresolved, Community College shall assign this Agreement to the Iowa Department of Economic Development for appropriate collection action by that Department and the Attorney General of the State.

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 address as follows:

Community College: Joseph A. Borgen, Ph.D.
President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

Employer
Russell Bird
Medical Industries America, Inc.
2878 "R" Avenue
Adel, IA 50003
Employer and Community College 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 Community College 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 Community College or its Board of Directors other than in their official capacity, and neither the members of the Board of Directors nor any official executing this Agreement shall in any circumstances be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of Community College contained herein.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon Community College, Employer and their respective permitted successors and assigns, provided that this Agreement may not be assigned by Employer without the express written consent of Community College and may not be assigned by Community College except as may otherwise be provided herein.

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 or any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part thereof 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.
Section 5.7. This Agreement replaces all prior agreements, if any, between the parties with respect to the subject matter hereof, and upon execution of this Agreement the relationship of the parties with respect to the subject matter hereof shall be governed solely by this Agreement except to the extent any such prior agreement may contain a term which is specified to survive.

IN WITNESS WHEREOF, Community College and Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

DES MOINES AREA COMMUNITY COLLEGE

By: __________________________
    Doug Shull
    President Board of Directors

ATTEST:

Helen Harris
    Secretary Board of Directors

STATE OF IOWA

COUNTY OF POLK

On this 4th day of March, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared Doug Shull and Helen Harris, to me personally known, who being by me duly sworn, did say that they are the President Board Dir. and Secretary Board Dir. of Des Moines Area Community College; that no seal has been procured by the said College; that said instrument was signed on behalf of said college by authority of its Board of Directors; and that the said Doug Shull and Helen Harris acknowledge the execution of said instrument to be the voluntary act and deed of said College, by it and by them voluntarily executed.

Randy G. Little
Notary Public in and for the State of Iowa
Medical Industries America, Inc.

(Name of Employer)

By:  

RUSSELL E. BIRD  PRESIDENT

(name)  (title)

(Seal)

ATTEST:

(name)  (title)

STATE OF IOWA

COUNTY OF Dallas

On this 7 day of February, 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared Russell Bird and __________________________ to me personally known, who being by me duly sworn, did say that they are the President and __________________________ of Medical Industries America, Inc.; that [no seal has been procured by the said Corporation] [the seal affixed hereto is the seal of said Corporation]; that said instrument was signed on behalf of said Corporation by authority of its Board of Directors; and that the said Russell Bird and __________________________ acknowledge the execution of said instrument to be the voluntary act and deed of said Corporation, by it and by them voluntarily executed.

JANICE KUSEL

Notary Public in and for the State of Iowa

SE6:E6121716.93
GDC/c/docs:contract:260F-fin.doc.8:48AM01/18/96
To assist the company in its goal to implement a total quality program, this program has been designed as the first step to prepare managers and supervisors for their changing roles. This training will assist managers and supervisors to learn how to manage, train and motivate employees for quality.

I. CONSULTING $900

Consulting will be provided to the managers of Medical Industries on changes that will be necessary to implement a total quality program. These include changes in philosophy, management style, internal systems and communication styles. Consulting to be provided by a consultant/trainer through DMACC.

II. SUPERVISOR/MANAGEMENT TRAINING

A. Management/Supervisory Foundation Skills for a Quality Program $2,430

The same consultant/trainer will also develop and present a training program designed to provide supervisors and managers the skills needed to implement a total quality program. The training will include how to manage, motivate, and lead employees, resolve conflicts, how to hire/discipline legally and for positive results, how to foster team work and development and how to communicate effectively. Cost includes instructions and materials.

B. Supervisor as Trainer $1,630

Once the managers and supervisors have learned needed quality management skills, it becomes essential that they learn to communicate the quality philosophy and learn to train employees in the work skills and processes that will institutionalize quality throughout the company. Additionally, supervisors will be responsible for leading work teams and they will be responsible for training their teams in quality methods. Cost includes instruction and materials.

TOTAL PROGRAM COST $4,960
9. LIST OF JOBS TO BE TRAINED
(THIS SECTION IS TO BE COMPLETED BY ALL APPLICANTS)

Complete the following chart by entering each job title to receive training. For each job title listed, enter the number of employees to receive training and their average hourly wage.

<table>
<thead>
<tr>
<th>JOB TITLE</th>
<th># TO BE TRAINED</th>
<th>AVERAGE HOURLY WAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Corporate Officers</td>
<td>2</td>
<td>$15</td>
</tr>
<tr>
<td>Managers</td>
<td>1</td>
<td>$12</td>
</tr>
<tr>
<td>Supervisors</td>
<td>3</td>
<td>$9</td>
</tr>
</tbody>
</table>

**TOTAL** 6

XXXXXX
### 10. TRAINING PROPOSAL

(THIS SECTION IS TO BE COMPLETED BY ALL APPLICANTS)

A. What date will the training begin? **January 1996**

B. What date will the training end? **1/1/98**

C. What is the **TOTAL UNDUPPLICATED** number of employees that will receive training during the time frame specified above? **6**

#### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include classroom training, consulting, evaluation, technical assistance, etc. List each training activity. Also attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

<table>
<thead>
<tr>
<th>TRAINING ACTIVITY</th>
<th>TRAINING PROVIDER</th>
<th># TO BE TRAINED</th>
<th>LENGTH OF TRAINING (HRS/MOS, ETC)</th>
<th>TOTAL COST</th>
<th>260F COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mgt-/Supervisory Foundation Skills</td>
<td>DMACC</td>
<td>6</td>
<td>24 hours</td>
<td>2430</td>
<td>2430</td>
</tr>
<tr>
<td>Supervisor as Trainer</td>
<td>DMACC</td>
<td>6</td>
<td>16 hours</td>
<td>1630</td>
<td>1630</td>
</tr>
<tr>
<td>Management Consulting to Foster</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Implementation of New Management Philosophy</td>
<td></td>
<td>up to 6</td>
<td>18 hours</td>
<td>900</td>
<td>900</td>
</tr>
</tbody>
</table>
12. GRANT INFORMATION
(THIS SECTION IS TO BE COMPLETED BY ALL APPLICANTS)

A. What is the grant amount being requested? (cannot exceed $4,999): $4,960
B. Complete the following chart to show how the grant will be used:

<table>
<thead>
<tr>
<th>GRANT DISTRIBUTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Classroom Training</td>
</tr>
<tr>
<td>On-The-Job Training</td>
</tr>
<tr>
<td>Other Training (Consulting)</td>
</tr>
<tr>
<td>College Administration</td>
</tr>
<tr>
<td>Legal Fees</td>
</tr>
<tr>
<td>Other Fees</td>
</tr>
<tr>
<td>Reserves</td>
</tr>
<tr>
<td>Other</td>
</tr>
<tr>
<td><strong>TOTAL GRANT AMOUNT</strong></td>
</tr>
</tbody>
</table>

13. BUSINESS CERTIFICATION

I hereby give permission to the Iowa Department of Economic Development (IDED) to research the
business's history, make credit checks, contact the business's financial institution, and perform other related
activities necessary for the reasonable evaluation of this application. I understand that all information
submitted to IDED relating to this application is subject to the Open Records Law, Iowa Code Chapter 22
(1989) and that its confidentiality may not be guaranteed.

IF THIS IS AN APPLICATION FOR NEW JOBS TRAINING ASSISTANCE, I agree to comply with the
requirements of Iowa Code Section 260F.3 as cited on page one, section 3, of this application and also
certify that the number of employees at all of this business's sites statewide is 500 or less.

I HEREBY CERTIFY that, to the best of my knowledge, the information contained in this application is
accurate. The Iowa Department of Economic Development will deny financial assistance should it be
determined that misrepresentations are made herein. If assistance has already been provided prior to
discovery of the misrepresentation, it may form the basis for legal action(s) with the goal being recovery
of funds.

[Signature of Business Official]  [12.1.95]

Date
DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
TABLE OF CONTENTS

BALANCE SHEET & ATTACHMENTS:

1 Balance Sheet – All Funds
2 Statement of Revenue, Expenditures & Changes in Fund Balance
3 Schedule B — Investments
4 Schedule F — Detail of Liabilities

BUDGET VS ACTUAL SUMMARY REPORTS

5 Budget Balance Report All Funds
6 Budget Status Graph — Funds 1 and 2
7 Budget Status Graph — Funds 3 through 7
8 Graph Showing Actual Revenue and Expenses Compared to Prior Year for Funds 1, 2, and 7
**ASSETS**

<table>
<thead>
<tr>
<th>Current Assets</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Auxiliary</th>
<th>Agency</th>
<th>Scholarship</th>
<th>Loan</th>
<th>Plant</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash on Hand or in Banks (Sch A)</td>
<td>327,072</td>
<td>2,045</td>
<td>263</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>329,381</td>
</tr>
<tr>
<td>Investments (Sch B)</td>
<td>5,405,188</td>
<td>19,329,008</td>
<td>(362,685)</td>
<td>888,175</td>
<td>(466,834)</td>
<td>(369,210)</td>
<td>768,570</td>
<td>25,930,632</td>
</tr>
<tr>
<td>Accounts Receivable (Sch C)</td>
<td>2,079,017</td>
<td>18,643,030</td>
<td>566,619</td>
<td>30,546</td>
<td>578,599</td>
<td></td>
<td></td>
<td>21,750,420</td>
</tr>
<tr>
<td>Student Loans (Sch E)</td>
<td>56,129</td>
<td>326,981</td>
<td>1,123,677</td>
<td>326,981</td>
<td></td>
<td></td>
<td></td>
<td>1,507,217</td>
</tr>
<tr>
<td>Deposits &amp; Prepaid Expenses (Sch D)</td>
<td>179,327</td>
<td>708,888</td>
<td>888,215</td>
<td>708,888</td>
<td></td>
<td></td>
<td></td>
<td>1,507,217</td>
</tr>
<tr>
<td>Due to/from Other Funds</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0</td>
</tr>
<tr>
<td>Total current assets</td>
<td>8,046,733</td>
<td>38,299,019</td>
<td>912,822</td>
<td>921,197</td>
<td>111,765</td>
<td>1,096,501</td>
<td>1,950,464</td>
<td>51,338,501</td>
</tr>
</tbody>
</table>

| Fixed Assets                  |              |            |           |        |             |      |       | 71,802,101 |
| Fixed Assets                  | 0            | 0          | 0         | 0      | 0           |      |       | 70,041,203 |
| Land, Buildings & Improvements|              |            | 36,089    | 153,477 |            |      |       | 51,505,243 |
| Equipment, Leased Prop, Books & Film | 189,566 | 0         | 189,566  | 0      | 0           |      |       | 18,535,260 |
| Total fixed assets             | 8,046,733    | 38,299,019 | 912,822   | 1,110,763 | 111,765     | 1,096,501 | 71,802,101 | 121,379,704 |

**LIABILITIES AND FUND BALANCES**

| Current Liabilities           | 4,378,972    | 14,353,519 | 106,142   | 76,343 |            |      |       | 18,983,447 |
| Long Term Liabilities         | 23,129,484   |            |          | 7,549,627 | 30,679,111 | 1,041,651 |       | |
| Deposits Held in Custody for Others | 7,231      |          | 1,034,420 |      |            |      |       |       |
| Total liabilities (Sch F)     | 4,386,203    | 37,483,003 | 106,142   | 1,110,763 | 0           | 0      |       | 7,618,098  |

| Fund Balance                  | 3,481,203    | 3,481,203 |
| Unrestricted                  | 179,327      | 816,016   | 806,680   | 111,765 | 1,096,501  | (1,100,509) | 1,909,780 |
| Restricted — spec purposes    |              |            |          |        |             |      |       | 65,284,512 |
| Net Investment in Plant       |              |            |          |        |             |      |       | 65,284,512 |
| Total fund balance (Sch G thru Sch K) | 3,660,530 | 816,016 | 806,680 | 0   | 111,765     | 1,096,501 | 64,184,003 | 70,675,495 |

**TOTAL LIABILITIES & FUND BALANCE**

| 8,046,733 | 38,299,019 | 912,822 | 1,110,763 | 111,765 | 1,096,501 | 71,802,101 | 121,379,704 |
### Statement of Revenue, Expenditures & Changes in Fund Balances

**February 29, 1996**

<table>
<thead>
<tr>
<th>Fund Type</th>
<th>Fund 1</th>
<th>Fund 2</th>
<th>Fund 3</th>
<th>Fund 4</th>
<th>Fund 5</th>
<th>Fund 6</th>
<th>Fund 7</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Unrestricted</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>General</td>
<td>9,509,335</td>
<td>583,198</td>
<td>24,622</td>
<td>185,883</td>
<td>1,842,096</td>
<td>4,798,243</td>
<td>13,174,036</td>
<td>10,303,038</td>
</tr>
<tr>
<td>Local Support (Property Taxes)</td>
<td>2,634,799</td>
<td>501,348</td>
<td>1,842,096</td>
<td>4,978,243</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State Support</td>
<td>11,788,691</td>
<td>1,301,972</td>
<td>83,373</td>
<td>13,174,036</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Federal Support</td>
<td>455,243</td>
<td>655,516</td>
<td>64,629</td>
<td>3,300,820</td>
<td>4,476,208</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sales &amp; Services</td>
<td>115,923</td>
<td>4,461,982</td>
<td>57,325</td>
<td>36,042</td>
<td>4,671,272</td>
<td>2,791,861</td>
<td>1,291,877</td>
<td></td>
</tr>
<tr>
<td>Training Revenue</td>
<td>2,791,861</td>
<td>2,791,861</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other Income</td>
<td>354,484</td>
<td>436,051</td>
<td>188,351</td>
<td>255,647</td>
<td>45,847</td>
<td>1,291,877</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue &amp; Other Additions</strong></td>
<td>24,858,475</td>
<td>6,269,946</td>
<td>4,874,955</td>
<td>563,484</td>
<td>3,384,193</td>
<td>1,923,985</td>
<td>41,606,535</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Expenditures &amp; Other Deductions:</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Instruction</td>
<td>13,705,045</td>
<td>3,793,322</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>17,498,367</td>
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<tr>
<td>Academic Support</td>
<td>3,189,849</td>
<td>33,054</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,222,903</td>
</tr>
<tr>
<td>Student Services</td>
<td>2,058,801</td>
<td>465,541</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,524,342</td>
</tr>
<tr>
<td>Institutional Support</td>
<td>3,334,221</td>
<td>1,190,370</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,524,591</td>
</tr>
<tr>
<td>Operation &amp; Maintenance of Plant</td>
<td>1,492,530</td>
<td>767,089</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,259,619</td>
</tr>
<tr>
<td>Auxiliary Enterprise Expenditure</td>
<td>4,907,465</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>4,907,465</td>
</tr>
<tr>
<td>Scholarship Expense</td>
<td>3,488,329</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>3,488,329</td>
</tr>
<tr>
<td>Loan Fund Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,695,668</td>
</tr>
<tr>
<td>Plant Fund Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>2,695,668</td>
</tr>
<tr>
<td>Agency Fund Expense</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>334,079</td>
</tr>
<tr>
<td><strong>Total Expenditures &amp; Other Deductions</strong></td>
<td>23,780,446</td>
<td>6,249,376</td>
<td>4,907,465</td>
<td>334,079</td>
<td>3,488,329</td>
<td>(4) 2,695,668</td>
<td>41,455,379</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>Transfer Among Funds: Additions &amp; Deductions</strong></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Mandatory</td>
<td>(65,305)</td>
<td>(9,626)</td>
<td>(144,600)</td>
<td>25,769</td>
<td>17,032</td>
<td>9,750</td>
<td>704,659</td>
<td>0</td>
</tr>
<tr>
<td>Non-Mandatory</td>
<td>(602,984)</td>
<td>(9,626)</td>
<td>(144,600)</td>
<td>25,769</td>
<td>17,032</td>
<td>9,750</td>
<td>704,659</td>
<td>0</td>
</tr>
<tr>
<td><strong>Net Increase (Decrease) for the Period</strong></td>
<td>409,740</td>
<td>10,944</td>
<td>(377,110)</td>
<td>255,174</td>
<td>(21,799)</td>
<td>21,251</td>
<td>(67,044)</td>
<td>231,156</td>
</tr>
<tr>
<td><strong>Fund Balance at Beginning of Year</strong></td>
<td>3,250,790</td>
<td>805,072</td>
<td>1,183,790</td>
<td>779,246</td>
<td>133,564</td>
<td>1,075,250</td>
<td>64,251,047</td>
<td>71,478,759</td>
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<tr>
<td><strong>Fund Balance at End of Period</strong></td>
<td>3,660,530</td>
<td>816,016</td>
<td>806,680</td>
<td>1,034,420</td>
<td>111,765</td>
<td>1,096,501</td>
<td>64,184,003</td>
<td>71,709,915</td>
</tr>
<tr>
<td>INSTITUTION</td>
<td>INVESTMENT TYPE</td>
<td>INTEREST RATE</td>
<td>UNRESTRICTED CURRENT FUND 1</td>
<td>RESTRICTED CURRENT FUND 2</td>
<td>AUXILIARY FUND 3</td>
<td>AGENCY FUND 4</td>
<td>SCHOLARSHIP FUND 5</td>
<td>LOAN FUND 6</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>----------------</td>
<td>---------------</td>
<td>-----------------------------</td>
<td>---------------------------</td>
<td>-----------------</td>
<td>--------------</td>
<td>---------------------</td>
<td>-------------</td>
</tr>
<tr>
<td>Community State Bk</td>
<td>Money Market</td>
<td>5.10%</td>
<td>4,641,647</td>
<td>(964,359)</td>
<td>(362,685)</td>
<td>822,175</td>
<td>(466,834)</td>
<td>369,210</td>
</tr>
<tr>
<td>Community State Bk</td>
<td>No Interest Acct</td>
<td>0.00%</td>
<td>37,766</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Community State Bank</td>
<td></td>
<td></td>
<td>4,679,413</td>
<td>(946,359)</td>
<td>(362,685)</td>
<td>822,175</td>
<td>(466,834)</td>
<td>369,210</td>
</tr>
<tr>
<td>Firstar Bank</td>
<td>Money Market</td>
<td>VAR</td>
<td>2,008,746</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Norwest Bank (ISJIT) Trust Account</td>
<td>VAR</td>
<td></td>
<td>13,819,493</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First National Bank</td>
<td>Money Market</td>
<td>4.60%</td>
<td>1,447,362</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First National Bank</td>
<td>CD due 5/20/96</td>
<td>5.15%</td>
<td>1,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>First National Bank</td>
<td>CD's due 4/4/96</td>
<td>6.30/5.90%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>0</td>
<td>2,447,362</td>
<td>0</td>
<td>66,000</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Hawkeye Bk &amp; Trust</td>
<td>Money Market</td>
<td>5.00%</td>
<td>584,464</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bank</td>
<td>Money Market</td>
<td>4.90%</td>
<td>179,077</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>West Bank</td>
<td>CD due 5/20/96</td>
<td>5.55%</td>
<td>2,000,000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>179,077</td>
<td>2,000,000</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5,405,188</td>
<td>19,329,008</td>
<td>(362,685)</td>
<td>888,175</td>
<td>(466,834)</td>
<td>369,210</td>
</tr>
</tbody>
</table>
### Des Moines Area Community College

#### Detail of Liabilities

**February 29, 1996**

<table>
<thead>
<tr>
<th>SCHFBALS</th>
<th>Unrestricted</th>
<th>Restricted</th>
<th>Auxiliary</th>
<th>Agency</th>
<th>Scholarship</th>
<th>Loan</th>
<th>Plant</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fund 1</strong></td>
<td>General</td>
<td>Unrestricted</td>
<td>Restricted</td>
<td>General</td>
<td>Auxiliary</td>
<td>Agency</td>
<td>Scholarship</td>
</tr>
<tr>
<td>Trade Payables</td>
<td>64,408</td>
<td>523,871</td>
<td>(26,818)</td>
<td>3,378</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Long Term Payables (Bonds)</td>
<td>23,350,450</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Unamortized Discount On Bonds</td>
<td></td>
<td>3,378</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Leaseholds Payable</td>
<td>(250,969)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payables:**

**Accrued Liabilities:**

- Payroll: 2,102,811 51,842 10,591 3,839 846,134 5,100
- Accrued Vacation: 453,897 46,015 57,369 3,839
- Other Accruals: (223,740) 120,580

**Other Liabilities:**

- Funds Held In Trust: 7,231
- Deferred Income: 1,981,596 13,611,211 65,000 69,126

**Total Liabilities:**

- 4,386,203 37,483,000 106,142 76,343 0 0 7,618,098
## BUDGET REPORT

**Summary by Fund (All Funds)**

**February 29, 1996**

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Fund No.</th>
<th>Board Approved Budget</th>
<th>Working Budget</th>
<th>Amount Received</th>
<th>Amount Encumbered</th>
<th>Working Budget Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenue:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen Fund Current</td>
<td>1</td>
<td>$37,357,513</td>
<td>$37,494,856</td>
<td>$24,925,400</td>
<td>$12,569,456</td>
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</tr>
<tr>
<td>Restricted Current</td>
<td>2</td>
<td>$16,571,626</td>
<td>$18,026,578</td>
<td>$6,691,879</td>
<td>$11,334,699</td>
<td></td>
</tr>
<tr>
<td>Auxiliary</td>
<td>3</td>
<td>6,865,768</td>
<td>7,159,440</td>
<td>$4,697,013</td>
<td>2,462,427</td>
<td></td>
</tr>
<tr>
<td>Agency</td>
<td>4</td>
<td>842,567</td>
<td>842,567</td>
<td>$589,253</td>
<td>253,314</td>
<td></td>
</tr>
<tr>
<td>Scholarship</td>
<td>5</td>
<td>5,445,333</td>
<td>4,445,333</td>
<td>$3,549,498</td>
<td>895,835</td>
<td></td>
</tr>
<tr>
<td>Loan</td>
<td>6</td>
<td>81,207</td>
<td>81,207</td>
<td>$21,247</td>
<td>59,960</td>
<td></td>
</tr>
<tr>
<td>Plant (Note 1)</td>
<td>7</td>
<td>4,324,552</td>
<td>4,534,552</td>
<td>$2,628,644</td>
<td>1,905,908</td>
<td></td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td></td>
<td>$71,488,566</td>
<td>$72,584,533</td>
<td>$43,102,934</td>
<td>$0</td>
<td>$29,481,599</td>
</tr>
<tr>
<td><strong>Expenditures:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Gen Fund Current</td>
<td>1</td>
<td>$37,145,084</td>
<td>$37,372,298</td>
<td>$24,515,660</td>
<td>$8,559,773</td>
<td>$4,296,865</td>
</tr>
<tr>
<td>Restricted Current</td>
<td>2</td>
<td>16,566,205</td>
<td>18,026,578</td>
<td>$6,680,935</td>
<td>15,850,693</td>
<td></td>
</tr>
<tr>
<td>Auxiliary</td>
<td>3</td>
<td>6,613,577</td>
<td>6,935,283</td>
<td>$5,074,123</td>
<td>1,861,160</td>
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</tr>
<tr>
<td>Agency</td>
<td>4</td>
<td>818,467</td>
<td>818,467</td>
<td>$334,079</td>
<td>484,388</td>
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</tr>
<tr>
<td>Scholarship</td>
<td>5</td>
<td>5,445,333</td>
<td>4,445,333</td>
<td>$3,571,297</td>
<td>874,036</td>
<td></td>
</tr>
<tr>
<td>Loan</td>
<td>6</td>
<td>27,100</td>
<td>27,100</td>
<td>($4)</td>
<td>27,104</td>
<td></td>
</tr>
<tr>
<td>Plant (Note 1)</td>
<td>7</td>
<td>4,015,295</td>
<td>4,225,295</td>
<td>$2,695,688</td>
<td>1,529,607</td>
<td></td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td></td>
<td>$70,631,061</td>
<td>$76,355,404</td>
<td>$42,871,778</td>
<td>$8,559,773</td>
<td>$24,923,853</td>
</tr>
</tbody>
</table>

**Note 1:** The Plant Fund is presented on a cash basis consistent with the published budget.
DMACC BUDGET STATUS
FEBRUARY 29, 1996  FUNDS 1 & 2

Budget Revenue
Actual Revenue
Budget Expense
Actual Expense
Year to Date Budget
### DMACC Revenue and Expenditures

**Year to Date February 29, 1996**

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Revenue</th>
<th>Expenditure</th>
</tr>
</thead>
<tbody>
<tr>
<td>2023</td>
<td>$26,000,000</td>
<td>$25,000,000</td>
</tr>
<tr>
<td>2022</td>
<td>$24,000,000</td>
<td>$23,000,000</td>
</tr>
<tr>
<td>2021</td>
<td>$22,000,000</td>
<td>$21,000,000</td>
</tr>
<tr>
<td>2020</td>
<td>$20,000,000</td>
<td>$19,000,000</td>
</tr>
<tr>
<td>2019</td>
<td>$18,000,000</td>
<td>$17,000,000</td>
</tr>
<tr>
<td>2018</td>
<td>$16,000,000</td>
<td>$15,000,000</td>
</tr>
<tr>
<td>2017</td>
<td>$14,000,000</td>
<td>$13,000,000</td>
</tr>
<tr>
<td>2016</td>
<td>$12,000,000</td>
<td>$11,000,000</td>
</tr>
<tr>
<td>2015</td>
<td>$10,000,000</td>
<td>$9,000,000</td>
</tr>
<tr>
<td>2014</td>
<td>$8,000,000</td>
<td>$7,000,000</td>
</tr>
<tr>
<td>2013</td>
<td>$6,000,000</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>2012</td>
<td>$4,000,000</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>2011</td>
<td>$2,000,000</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

**Graph:**

- **Legend:**
  - Current Year Revenue
  - Same Month Prior Year Revenue
  - Current Year Expense
  - Same Month Prior Year Expense

**Funds:**

- Fund 1 Current General Fund
- Fund 2 Restricted General Fund
- Fund 7 Plant Fund