

Des Moines Area Community College

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Board of Directors Meeting Minutes

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11-12-2018

## **Board of Directors Meeting Minutes (November 12, 2018)**

DMACC

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Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
November 12, 2018 – 4:00 p.m.

DMACC Hunziker Career Academy – Rooms 222/223  
1420 South Bell Avenue, Ames

**AGENDA**

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Board Report 18-109. Receipt of FY 2018 Audited Report.  
(Denman and Company, LLP will make a presentation.)
5. Public comments.
6. Presentations: Randy Gabriel; Executive Director, Program Development  
  
Representative from United Way of Central Iowa Board
7. Consent Items.
  - a. Consideration of minutes from October 8, 2018 Annual and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
8. Board Report 18-110. A resolution directing the publication of a Notice of Intention to issue not to exceed \$11,855,000 aggregate principal amount of New Jobs Training Certificates and calling a Public Hearing on the proposal to issue said certificates.
9. Board Report 18-111. A resolution directing the advertisement for sale of New Jobs Training Certificates.
10. Board Report 18-112. DMACC 2019-2020 Academic Calendar.
11. Board Report 18-113. Legacy Plaza Buildings 17 and 18 Roof Replacement.
12. Board Report 18-114. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **McAninch Corporation, Project #2.**
13. Board Report 18-115. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Vision Electric, Project #1.**

14. Board Report 18-116. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Global Source Distribution, LLC, Project #2.**
15. Board Report 18-117. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **GTG Construction, LLC, Project #1.**
16. Board Report 18-118. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Iowa Property Exchange, LLC dba IPE1031, Project #4.**
17. Board Report 18-119. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Perficut, Inc., Project #4.**
18. Board Report 18-120. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Tyson Fresh Meats, Project #1.**
19. Presentation of Financial Report.
20. President's Report.
21. Campus Updates.
22. Committee Reports.
23. Board Members' Reports.
24. Information Items:
  - November 15 – Newton Campus 25<sup>th</sup> Anniversary; 4:00 p.m.
  - November 22-23 – Thanksgiving Holiday – All campuses closed.
  - December 6 – Urban Campus Fall Graduation; 5:30 p.m.
  - December 10 - President/Board Holiday Luncheon, Ankeny Campus; 11:00-1:00
  - December 10 - Board Retreat; Eldon Leonard Boardroom; 12:00 p.m.
  - December 10 - Board Meeting; Eldon Leonard Boardroom; 4:00 p.m.
  - December 11 – West Campus Fall Graduation; 5:00 p.m.
  - December 12 – Ankeny Campus Fall Graduation; 6:00 p.m.
  - December 14 – Boone Campus Fall Graduation; 10:00 a.m.
  - December 24, 2018 – January 2, 2019 – All campuses closed for holiday.
25. Adjourn.

**Board of Directors  
Des Moines Area Community College**

BOARD MEETING November 12, 2018	<p>The regular meeting of the Des Moines Area Community College Board of Directors was held at DMACC's Hunziker Career Academy in Ames on November 12, 2018. Board Chair Joe Pugel called the meeting to order at 3:59 p.m.</p>
ROLL CALL	<p>Members present: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Denny Presnall, Joe Pugel and Madelyn Tursi.</p> <p>Member connected via teleconference: Jim Knott.</p> <p>Members absent: Cheryl Langston.</p> <p>Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer, faculty and staff.</p>
APPROVE AGENDA	<p>Tursi moved; seconded by Greiner to approve the agenda as presented. Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.</p>
RECEIVE AND FILE FY2018 AUDITED FINANCIAL STATEMENTS	<p><u>Board Report 18-109.</u> Dave Ellis from Denman and Company presented the FY2018 audited financial report. Pugel moved; seconded by Presnall recommending that the Board receive and file the FY2018 audit.</p> <p>Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.</p>
PUBLIC COMMENTS	<p>None.</p>
PRESENTATIONS	<p>Randy Gabriel, Executive Director, Program Development, welcomed everyone to the Hunziker Center, currently in its 13<sup>th</sup> year of operation. He then provided an overview of the high school programming, including increased connections with business and industry.</p> <p>Jeff Kelly, Hunziker Center Coordinator, presented information on the credit offerings, including expanded daytime and web-blended courses and increased student services provided to Hunziker students.</p> <p>Tim McCulloh and Renee Miller with United Way of Central Iowa thanked DMACC for partnering with United Way and then provided an overview of their efforts to increase the number of self-sufficient individuals and families in their area.</p>

## CONSENT ITEMS

Gallagher moved; seconded by Presnall to approve the consent items: a) Minutes from the October 8, 2018 Annual and Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

## INTENT TO ISSUE NEW JOBS TRAINING CERTIFICATES AND DIRECT ADVERTISEMENT OF CERTIFICATE SALE

Greiner moved; seconded by Gallagher to approve Items #8-9 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

Board Report 18-110. Attachment #3. A resolution directing the publication of a notice of intention to issue not to exceed \$11,855,000 aggregate principal amount of new jobs training certificates and calling a public hearing on the proposal to issue said certificates.

Board Report 18-111. Attachment #4. A resolution directing the advertisement for sale of new jobs training certificates.

## DMACC 2019-2020 ACADEMIC CALENDAR

Board Report 18-112. Presnall moved; seconded by Halterman to adopt the 2019-2020 Academic Calendar.

Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

## LEGACY PLAZA BUILDINGS 17 AND 18 ROOF REPLACEMENT

Board Report 18-113. Attachment #5. Halterman moved; seconded by Tursi recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the Legacy Plaza Buildings 17 and 18 Roof Replacement, setting the Public Hearing date as December 10, 2018 at 4:00 p.m. and setting December 4, 2018 at 2:00 p.m. as the date for receipt of bids.

Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

## APPROVE RETRAINING OR TRAINING AGREEMENTS

Greiner moved; seconded by Presnall to approve Items #12-18 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

## *McAninch Corporation, Project #2*

Board Report 18-114. Attachment #6. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **McAninch Corporation, Project #2**.

## *Vision Electric, Project #1*

Board Report 18-115. Attachment #7. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Vision Electric, Project #1**.

*Global Source Distribution, LLC,  
Project #2*

Board Report 18-116. Attachment #8. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Global Source Distribution, LLC, Project #2.**

*GTG Construction, LLC, Project  
#1*

Board Report 18-117. Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **GTG Construction, LLC, Project #1.**

*Iowa Property Exchange, LLC  
dba IPE1031, Project #4*

Board Report 18-118. Attachment #10. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Iowa Property Exchange, LLC dba IPE1031, Project #4.**

*Perficut, Inc., Project #4*

Board Report 18-119. Attachment #11. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Perficut, Inc., Project #4.**

*Tyson Fresh Meats, Project #1*

Board Report 18-120. Attachment #12. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Tyson Fresh Meats, Project #1.**

#### FINANCIAL REPORT

Ben Voaklander, Controller, presented the Plant Fund Report and the balance sheet for the four months ending October 31, 2018 as seen in Attachment #13 to these minutes.

#### CAMPUS UPDATES

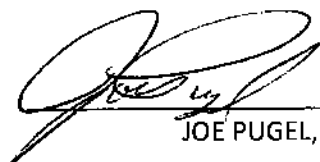
Updates on campus activities and events were provided by Anne Howsare Boyens, Joel Lundstrom, Drew Nelson, Tony Paustian and Jim Stick.

#### COMMITTEE REPORTS

Kevin Halterman reported that the Audit Committee met on November 5<sup>th</sup> to review the FY2018 Audit Report and the Large Projects Committee will meet prior to the December board meeting.

#### ADJOURN

Tursi moved; seconded by Presnall to adjourn. Motion passed unanimously and at 5:18 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Presnall, Pugel, Tursi. Nay-none.

  
JOE PUGEL, Board Chair

  
CAROLYN FARLOW, Board Secretary

**Addendum**

Human Resources Report

**BACKGROUND**

**I. New Employee**

**Replacement Position**

**1. Clark, George**

Counselor

Ankeny Campus

Annual Salary: \$81,627

Effective: November 5, 2018

Continuing Contract

**2. Halbrook, Danielle**

Instructor, Correctional Education

Newton Correctional Facility

Annual Salary: \$64,803

Effective: January 2, 2019

Continuing Contract

**3. Utecht, Nicholas**

Instructor, Applied Engineering

Ankeny Campus

Annual Salary: \$77,668

Effective: January 2, 2019

Continuing Contract

**II. Resignation**

**1. Menec, Katherine**

Professor, ESL

Urban Campus

Effective: December 14, 2018

**2. Thompson, Jared**

Assoc Professor, Nursing

Newton Campus

Effective: December 14, 2018

**III. Contract Change**

**1. Anderson, D. Eric**

From: Professor, Paramedic Specialist (Terminating Continuing Contract)  
To: Coordinator, Emergency Medical Services/Fire Science Education  
(Receiving Employment Agreement)  
Effective: November 8, 2018

**RECOMMENDATION**

It is moved that the Board accepts the President's recommendation as to the above personnel actions.



**AGENDA ITEM**      Human Resources Report

**BACKGROUND**

There are no personnel actions to report at this time.

Report: FWRR040  
 Date: 10/29/2018  
 Time: 09:39 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 20-SEP-2018 to 28-OCT-2018

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Acme Tools	637199	\$5,906.59	\$1,391.94	6322	Ankeny Flood Renovat	Materials & Supplies
			\$3,224.00	6323	Ankeny Flood Renovat	Minor Equipment
			\$830.00	6323	Ankeny Flood Renovat	Minor Equipment
			\$192.84	6322	Jasper County Career	Materials & Supplies
			\$99.99	6322	Building Trades	Materials & Supplies
			\$105.57	6322	Jasper County Career	Materials & Supplies
			\$62.25	6322	Building Trades	Materials & Supplies
Alliant Energy	637204	\$13,060.83	\$41.89	6190	Building Rental for	Utilities
			\$10,850.20	6190	Utilities	Utilities
			\$2,041.18	6190	Utilities	Utilities
			\$99.48	6190	Utilities	Utilities
			\$28.08	6190	Utilities	Utilities
AVI Systems	637213	\$12,289.66	\$2,565.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,960.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$7,764.66	6060	Non Tort Equip Maint	Maintenance/Repair o
Bankers Advertising Compa	637214	\$5,673.59	\$2,728.00	6322	Civil Engineering Te	Materials & Supplies
			\$2,714.66	6322	Civil Engineering Te	Materials & Supplies
			\$230.93	6322	Civil Engineering Te	Materials & Supplies
Barber, John D.	637215	\$3,120.00	\$3,120.00	6269	Continuing Ed, Trade	Other Company Servic
Beirman Furniture	637217	\$20,924.15	\$20,924.15	6322	Ankeny Flood Renovat	Materials & Supplies
Boone County Rehabilitati	637223	\$2,696.20	\$2,696.20	6269	Boone Athletic Depar	Other Company Servic
CCB Credit Services Inc	637235	\$5,951.13	\$5,951.13	6780	Office of Controller	Collection Agency Ex
Charles Gabus Ford	637239	\$24,606.84	\$24,606.84	7100	Equip Replacement In	Furniture, Machinery

#2

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Boone	637242	\$6,892.88	\$35.39	6190	Utilities	Utilities
			\$1,718.19	6190	Utilities	Utilities
			\$997.25	6190	Utilities	Utilities
			\$3,593.50	6190	Boone Campus Housing	Utilities
			\$367.20	6190	Boone Campus Housing	Utilities
			\$181.35	6190	Utilities	Utilities
Constellation NewEnergy G	637246	\$6,286.12	\$6,286.12	6190	Utilities	Utilities
CustomOne CFO & Controlle	637250	\$4,050.00	\$4,050.00	6015	Softskills Training	Consultant's Fees
Ellucian Company LP	637265	\$9,135.00	\$9,135.00	6269	Office of VP, Info S	Other Company Servic
FBQ Service Corporation	637271	\$3,118.52	\$453.45	6030	FFA Enrichment Cente	Custodial Services
			\$105.90	6030	FFA Enrichment Cente	Custodial Services
			\$85.80	6030	FFA Enrichment Cente	Custodial Services
			\$74.90	6030	FFA Enrichment Cente	Custodial Services
			\$107.60	6030	FFA Enrichment Cente	Custodial Services
			\$193.93	6030	FFA Enrichment Cente	Custodial Services
			\$115.76	6030	FFA Enrichment Cente	Custodial Services
			\$59.92	6030	FFA Enrichment Cente	Custodial Services
			\$210.07	6030	FFA Enrichment Cente	Custodial Services
			\$97.72	6030	FFA Enrichment Cente	Custodial Services
			\$211.00	6030	FFA Enrichment Cente	Custodial Services
			\$302.02	6030	FFA Enrichment Cente	Custodial Services
			\$127.03	6030	FFA Enrichment Cente	Custodial Services
			\$125.99	6030	FFA Enrichment Cente	Custodial Services
			\$59.92	6030	FFA Enrichment Cente	Custodial Services
			\$105.90	6030	FFA Enrichment Cente	Custodial Services
			\$297.00	6030	FFA Enrichment Cente	Custodial Services
			\$97.56	6030	FFA Enrichment Cente	Custodial Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FBG Service Corporation	637271	\$3,118.52	\$130.42	6030	FFA Enrichment Cente	Custodial Services
			\$156.63	6030	FFA Enrichment Cente	Custodial Services
FBG Ankeny Bookstore #10	637274	\$1,535,038.80	\$25.00	6322	Business Administrat	Materials & Supplies
			\$63.75	6322	Office of Exec Dean,	Materials & Supplies
			\$35.95	6322	Office of Dir, Marke	Materials & Supplies
			\$89,377.48	6322	Program Development	Materials & Supplies
			\$114,715.61	6322	Program Development	Materials & Supplies
			\$53.99	6322	Library	Materials & Supplies
			\$8,684.54	6322	STRIVE	Materials & Supplies
			\$28.64	6322	STRIVE	Materials & Supplies
			\$51.36	6322	Wellness Program - B	Materials & Supplies
			\$105.28	6322	Electrical Construct	Materials & Supplies
			\$1,146,093.81	2019	Follett Bookstore	Accounts Payable Acc
			\$75,755.96	2019	Follett Bookstore	Accounts Payable Acc
			\$10,385.80	2019	Follett Bookstore	Accounts Payable Acc
			\$1,062.60	2019	Follett Bookstore	Accounts Payable Acc
			\$327.28	2019	Follett Bookstore	Accounts Payable Acc
			\$181.75	2019	Follett Bookstore	Accounts Payable Acc
			\$1,029.78	2019	Follett Bookstore	Accounts Payable Acc
			\$677.21	2019	Follett Bookstore	Accounts Payable Acc
			\$172.00	2019	Follett Bookstore	Accounts Payable Acc
			\$227.90	2019	Follett Bookstore	Accounts Payable Acc
			\$500.00	2019	Follett Bookstore	Accounts Payable Acc
			\$3,109.99	2019	Follett Bookstore	Accounts Payable Acc
			\$601.45	2019	Follett Bookstore	Accounts Payable Acc
			\$605.00	2019	Follett Bookstore	Accounts Payable Acc
			\$19,980.66	2019	Follett Bookstore	Accounts Payable Acc
			\$8,686.57	2019	Follett Bookstore	Accounts Payable Acc
			-\$253.00	2019	Follett Bookstore	Accounts Payable Acc
			\$1,320.47	6322	Jasper County Career	Materials & Supplies

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F&F Ankeny Bookstore #10	637274	\$1,535,038.80	\$2,295.00	6322	Jasper County Career	Materials & Supplies
			\$16.76	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$117.28	6322	IA DOT Administrativ	Materials & Supplies
			\$48.25	6322	Graphic Design	Materials & Supplies
			\$379.84	6322	Computer Aided Desig	Materials & Supplies
			\$1,691.25	6322	GAP Tuition Assistan	Materials & Supplies
			\$280.50	6322	Network Administrato	Materials & Supplies
			\$472.50	6322	Continuing Ed, Trade	Materials & Supplies
			\$119.95	6322	Fire Science Club	Materials & Supplies
			\$2,599.44	6322	EACE Program 260H	Materials & Supplies
			\$431.30	6322	EACE Program 260H	Materials & Supplies
			\$26,010.77	4027	Budgeted Revenue	Tuition Waived
			\$14.38	6322	Student Intramurals	Materials & Supplies
			\$966.00	6322	Mathematics & Scienc	Materials & Supplies
			\$206.75	6322	Mathematics & Scienc	Materials & Supplies
			\$11,455.69	2019	Follett Bookstore	Accounts Payable Acc
			\$50.00	6322	Student Activities	Materials & Supplies
			\$21.85	6322	Office of Controller	Materials & Supplies
			\$83.14	6322	Equipment Replacemen	Materials & Supplies
			\$309.99	6322	Student Activities	Materials & Supplies
			\$117.39	6322	Director, Nursing	Materials & Supplies
			\$124.00	6322	Dietary Management	Materials & Supplies
			\$442.00	6322	Emergency Medical Te	Materials & Supplies
			\$1,439.25	6322	Dean, Business & Inf	Materials & Supplies
			\$148.04	6322	Office of Dean, Scie	Materials & Supplies
			\$76.50	6322	Office of Dean, Scie	Materials & Supplies
			\$161.49	6322	Office of Dean, Indu	Materials & Supplies
			\$71.50	6322	Architectural Drafti	Materials & Supplies
			\$29.95	6322	Agri Business	Materials & Supplies
			\$73.20	6322	Horticulture	Materials & Supplies
			\$198.18	6322	Office of Dean, Heal	Materials & Supplies

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FHEG Ankeny Bookstore #10	637274	\$1,535,038.80	\$28.74	6322	Student Records/Serv	Materials & Supplies
			\$114.75	6322	Business Law	Materials & Supplies
			\$80.25	6322	Humanities	Materials & Supplies
			\$149.49	6322	Humanities	Materials & Supplies
			\$267.00	6322	Social/Behavioral Sc	Materials & Supplies
			\$315.71	6322	Office of Exec Dean,	Materials & Supplies
			\$23.89	6322	Office of Exec Dean,	Materials & Supplies
First Medical Inc	637275	\$3,640.64	\$90.50	6322	ACE Medical Centers	Materials & Supplies
			\$3,550.14	6322	ACE Medical Centers	Materials & Supplies
Heartland Business System	637284	\$63,872.43	\$63,872.43	6323	Technical Update Equ	Minor Equipment
Iowa Student Loan Liquid	637299	\$3,418.00	\$3,351.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$67.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Jepson, Brad E.	637302	\$2,665.00	\$1,690.00	6100	Physical Plant Opera	Maintenance of Groun
			\$975.00	6100	Grounds	Maintenance of Groun
Kleis Consulting Group In	637307	\$4,800.00	\$4,800.00	6015	Softskills Training	Consultant's Fees
Macerich Southridge Mall	637316	\$8,333.33	\$8,333.33	6210	Plant Operations - S	Rental of Buildings
MadHouse Creative	637317	\$2,750.00	\$2,750.00	6269	WTED-Information Tec	Other Company Servic
Man Up Iowa	637318	\$4,856.42	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
			\$939.75	6269	United Way-Man Up Io	Other Company Servic
MidAmerican Energy Co	637328	\$97,575.73	\$299.73	6190	Building Rental for	Utilities
			\$4,219.67	6190	Cap Med Bldg-Common	Utilities
			\$5,452.51	6190	Physical Plant Opera	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	637328	\$97,575.73	\$87,603.82	6190	Utilities	Utilities
Miller Construction	637331	\$15,600.00	\$7,800.00	6220	Grounds	Rental of Equipment
			\$7,800.00	6220	Grounds	Rental of Equipment
N B Golf Cars	637335	\$6,875.00	\$6,875.00	7100	Grounds	Furniture, Machinery
Okoboji Wines	637341	\$3,034.20	\$3,034.20	6930	Beverage Account	Other Current Expens
Quick Fuel	637354	\$4,319.60	\$1,807.61	6420	Transportation Insti	Vehicle Materials an
			\$2,511.99	6420	Transportation Insti	Vehicle Materials an
ReadSpeaker LLC	637356	\$11,705.60	\$11,705.60	6265	Web Based Instructio	Software Service Agr
Ruan Truck Sales	637362	\$57,000.00	\$57,000.00	7400	Equip Replacement In	Vehicles
Sallie Mae	637363	\$9,149.00	\$251.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$5,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$29.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$750.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,471.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$1,624.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$7.00	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$17.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Securitas Security Servic	637367	\$36,577.92	\$19,192.56	6261	Non Tort Security In	Contracted Security
			\$16,648.52	6261	Non Tort Security In	Contracted Security
			\$736.84	6261	Office of Exec Dean,	Contracted Security
Snap On Industrial	637372	\$7,613.93	\$7,305.76	7100	Equipment Replacemen	Furniture, Machinery
			\$308.17	6322	Heavy Diesel Equipme	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Syeco Food Services of Io	637385	\$4,716.90	\$537.34	6322	Culinary Arts	Materials & Supplies
			\$91.38	6518	Hospitality Careers	Gourmet Dinners
			\$1,026.44	6518	Hospitality Careers	Gourmet Dinners
			\$2,149.67	6518	Hospitality Careers	Gourmet Dinners
			\$119.40	6518	Hospitality Careers	Gourmet Dinners
			-\$73.10	6518	Hospitality Careers	Gourmet Dinners
			\$21.15	6518	Hospitality Careers	Gourmet Dinners
			\$773.74	6322	Culinary Arts	Materials & Supplies
			-\$13.62	6322	Culinary Arts	Materials & Supplies
			\$84.50	6322	Conference Center/Sp	Materials & Supplies
Tierney Brothers Inc	637387	\$3,728.00	\$3,484.00	6323	Equip Replacement We	Minor Equipment
			\$244.00	6230	Equip Replacement We	Postage and Expediti
Valley West Uniforms	637390	\$2,588.42	\$92.57	6322	GAP Tuition Assistan	Materials & Supplies
			\$367.95	1550	Office of Controller	Prepaid Expenses
			\$611.76	1550	Office of Controller	Prepaid Expenses
			\$82.75	6322	GAP Tuition Assistan	Materials & Supplies
			\$82.75	6322	GAP Tuition Assistan	Materials & Supplies
			\$1,075.05	6322	Program Development	Materials & Supplies
			\$93.28	6322	GAP Tuition Assistan	Materials & Supplies
			\$151.31	6930	Culinary Arts	Other Current Expens
			\$31.00	1550	Office of Controller	Prepaid Expenses
VanWall Group	637391	\$17,346.01	\$17,346.01	7100	Transportation	Furniture, Machinery
Windstar Lines Inc	637399	\$3,715.00	\$3,715.00	6269	Office of Exec Dean,	Other Company Servic
Wood-Mizer LLC	637402	\$17,833.89	\$17,440.63	6460	WTED - Welding	Other Materials and
			\$393.26	6460	WTED - Welding	Other Materials and
Wynn O Jones and Associat	637404	\$26,595.35	\$26,595.35	6090	Equip Replacement We	Maintenance/Repair o



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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	637405	\$8,368.65	\$288.61	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$219.91	6220	Copy Center	Rental of Equipment
			\$936.00	6322	Copy Center	Materials & Supplies
			\$211.69	6220	Copy Center	Rental of Equipment
			\$676.06	6220	Copy Center	Rental of Equipment
			\$508.27	6322	Copy Center	Materials & Supplies
			\$880.35	6220	Copy Center	Rental of Equipment
			\$688.76	6322	Copy Center	Materials & Supplies
			\$427.76	6220	Copy Center	Rental of Equipment
			\$581.27	6220	Copy Center	Rental of Equipment
			\$219.91	6220	Copy Center	Rental of Equipment
			\$285.35	6220	Copy Center	Rental of Equipment
			\$689.05	6220	Copy Center	Rental of Equipment
			\$325.45	6322	Copy Center	Materials & Supplies
			\$599.52	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$780.69	6060	Non Tort Equip Maint	Maintenance/Repair o
Your Clear Next Step LLC	637407	\$7,875.00	\$7,875.00	6015	Softskills Training	Consultant's Fees
Iowa Workforce Developmen	637417	\$4,955.72	\$4,955.72	6210	IBS-Des Moines	Rental of Buildings
The Lewer Agency Inc	637462	\$54,205.48	\$54,205.48	2011	Fund 1 General Ledge	Insurance Payable
DMACC Child Care	637474	\$4,452.54	\$4,452.54	2299	Payroll Office	Other Employee Deduc
Trail Point	637480	\$2,608.00	\$2,608.00	2299	Payroll Office	Other Employee Deduc
Acme Tools	637487	\$3,012.96	\$14.99	6322	Ankeny Flood Renovat	Materials & Supplies
			\$730.00	6323	Ankeny Flood Renovat	Minor Equipment
			\$383.98	6322	Ankeny Flood Renovat	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Acme Tools	637487	\$3,012.96	\$1,795.19	6322	Building Trades	Materials & Supplies
			\$88.80	6322	Building Trades	Materials & Supplies
All Makes Office Interior	637490	\$2,763.89	\$671.64	6322	Equipment Replacemen	Materials & Supplies
			\$389.25	6322	Program Development	Materials & Supplies
			\$1,703.00	6323	Dean, Business & Inf	Minor Equipment
All-Iowa Score Tables LLC	637491	\$6,050.00	\$6,050.00	6110	Office of Dir, Marke	Information Services
Alliant Energy	637492	\$22,871.95	\$120.22	6190	Utilities	Utilities
			\$135.12	6190	Utilities	Utilities
			\$158.45	6190	Utilities	Utilities
			\$1,815.61	6190	Plant Operations, Pe	Utilities
			\$20,642.55	6190	Utilities	Utilities
American Heritage Life In	637494	\$4,577.90	\$1,823.16	2286	Payroll Office	Accident Insurance P
			\$1,161.92	2287	Payroll Office	Cancer Insurance Pay
			\$93.20	2289	Payroll Office	Hospitalization Insu
			\$1,499.62	2288	Payroll Office	Critical Illness Ins
AVI Systems	637503	\$8,068.47	\$8,068.47	6269	Technical Update Equ	Other Company Servic
Badding Construction Inc.	637505	\$27,306.00	\$27,306.00	6090	Equipment Replacemen	Maintenance/Repair o
Baker Mechanical Inc	637506	\$9,166.67	\$9,166.67	6090	Newton-Lease Operati	Maintenance/Repair o
Beirman Furniture	637508	\$2,556.65	\$2,556.65	6322	Equipment Replacemen	Materials & Supplies
BGM LLC	637510	\$3,200.00	\$3,200.00	6323	High Tech Robotics	Minor Equipment
BSN Sports	637514	\$7,520.23	\$1,120.00	6322	Men's Basketball	Materials & Supplies

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BSN Sports	637514	\$7,520.23	\$6,342.75	6322	Men's Basketball	Materials & Supplies
			\$57.48	6322	Volleyball	Materials & Supplies
Business Publications Cor	637516	\$3,456.00	\$3,456.00	6110	Office of Dir, Marke	Information Services
Capital Sanitary Supply C	637517	\$5,041.27	\$897.62	6410	Custodial	Janitorial Materials
			\$72.82	6410	Custodial	Janitorial Materials
			\$370.50	6410	Physical Plant Opera	Janitorial Materials
			\$117.94	6410	Physical Plant Opera	Janitorial Materials
			\$72.94	6410	Physical Plant Opera	Janitorial Materials
			\$185.25	6410	Plant Operations, St	Janitorial Materials
			\$124.31	6410	Plant Operations, St	Janitorial Materials
			\$94.48	6410	Trail Point-Facility	Janitorial Materials
			\$17.48	6410	Trail Point-Facility	Janitorial Materials
			\$15.86	6410	Trail Point-Facility	Janitorial Materials
			\$317.93	6410	Trail Point-Facility	Janitorial Materials
			\$17.48	6410	Custodial	Janitorial Materials
			\$1,604.08	6410	Custodial	Janitorial Materials
			\$52.45	6410	Custodial	Janitorial Materials
			\$191.00	6410	Custodial	Janitorial Materials
			\$15.86	6410	Custodial	Janitorial Materials
			\$94.68	6410	Custodial	Janitorial Materials
			\$778.59	6410	Custodial	Janitorial Materials
CBE Group Inc	637523	\$2,964.83	\$2,964.83	6780	Office of Controller	Collection Agency Ex
CenturyLink	637526	\$3,690.00	\$3,690.00	6150	Campus Communication	Communications
City of Ankeny	637529	\$17,294.29	\$46.32	6190	Utilities	Utilities
			\$311.28	6190	Utilities	Utilities
			\$299.22	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	637529	\$17,294.29	\$27.93	6190	Utilities	Utilities
			\$716.22	6190	Physical Plant Opera	Utilities
			\$29.16	6190	Utilities	Utilities
			\$172.34	6190	Utilities	Utilities
			\$73.74	6190	Utilities	Utilities
			\$73.74	6190	Utilities	Utilities
			\$469.80	6190	Utilities	Utilities
			\$664.12	6190	Utilities	Utilities
			\$5,476.78	6190	Utilities	Utilities
			\$108.06	6190	Utilities	Utilities
			\$5,466.06	6190	Utilities	Utilities
			\$119.50	6190	Utilities	Utilities
			\$159.13	6190	Utilities	Utilities
			\$108.06	6190	Utilities	Utilities
			\$2,876.21	6190	Trail Point-Facility	Utilities
			\$96.62	6190	Utilities	Utilities
Collaborative Leadership	637531	\$25,423.44	\$25,423.44	6015	Workforce Developmen	Consultant's Fees
Davis Brown Koehn Shors a	637539	\$8,653.00	\$1,145.00	6013	Exec VP, College Ope	Legal Fees
			\$3,024.00	6013	Economic Development	Legal Fees
			\$3,548.00	6013	Economic Development	Legal Fees
			\$936.00	6013	Exec VP, College Ope	Legal Fees
Delta Dental Plan of Iowa	637540	\$3,630.10	\$3,630.10	2285	Payroll Office	Vision Insurance Pay
Des Moines Water Works	637543	\$3,236.14	\$45.04	6190	Utilities	Utilities
			\$360.30	6190	Utilities	Utilities
			\$331.91	6190	Utilities	Utilities
			\$1,775.89	6190	Utilities	Utilities
			\$723.00	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DLR Group Inc	637545	\$45,850.51	\$45,850.51	6019	Bldg 13-Automotive R	Prof Svcs-Individual
Ebsco Subscription Servic	637549	\$5,328.86	-\$22.00	6310	Equip Replacement Li	Library Books/Electr
			-\$30.90	6340	Library	Periodicals
			-\$384.78	6340	Library	Periodicals
			\$5,766.54	6340	Library	Periodicals
Estes, Simon Lamont.	637551	\$20,000.00	\$20,000.00	7100	Equip Replacement Sc	Furniture, Machinery
Feirer Enterprises Inc	637555	\$3,300.00	\$3,300.00	6015	Softskills Training	Consultant's Fees
FFA Enrichment Center	637556	\$5,890.00	\$5,890.00	6210	On-site Wastewater T	Rental of Buildings
Follett Higher Education	637558	\$28,594.99	\$28,594.99	6322	TSA Officer Educatio	Materials & Supplies
Graphic Edge	637564	\$2,846.35	\$2,846.35	6269	Auxilliary Profits N	Other Company Servic
Heartland Business System	637570	\$11,781.55	\$4,316.80	6323	Technical Update Equ	Minor Equipment
			\$7,464.75	6323	Technical Update Equ	Minor Equipment
Heartland Finishes Inc	637572	\$22,234.50	\$22,234.50	6090	Ankeny Flood Renovat	Maintenance/Repair o
HP Inc	637575	\$4,169.00	-\$29,442.10	6323	Civil Engineering Te	Minor Equipment
			\$1,530.00	6323	Equipment Replacemen	Minor Equipment
			\$29,442.10	6323	Civil Engineering Te	Minor Equipment
			\$298.00	6323	Equipment Replacemen	Minor Equipment
			\$1,894.00	6323	Technology Updates-C	Minor Equipment
			\$149.00	6322	Medical Lab Technici	Materials & Supplies
			\$298.00	6322	Equip Replacement Sc	Materials & Supplies
IP Pathways	637584	\$5,985.00	\$5,985.00	6323	Technical Update Equ	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
JourneyEd.com Inc	637590	\$72,036.69	\$44,195.69 \$27,841.00	6265 6269	Non Tort Equip Maint Technical Update Equ	Software Service Agr Other Company Servic
LPKF Distribution Inc	637600	\$24,702.43	\$24,702.43	7100	WTED - Welding	Furniture, Machinery
Management Development In	637601	\$9,515.59	\$9,515.59	6015	Manufacturing Skills	Consultant's Fees
MHC Systems	637606	\$6,259.00	\$6,259.00	6323	WTED-FY19	Minor Equipment
MidAmerican Energy Co	637608	\$7,024.15	\$13.54 \$341.01 \$6,669.60	6190 6190 6190	Dallas County Farm O Plant Operations - S Plant Operations - S	Utilities Utilities Utilities
NCI SBDC	637615	\$5,000.00	\$5,000.00	6260	Economic Development	Sponsorships & Donat
New Century FS Inc	637618	\$3,164.55	\$3,164.55	6420	Transportation	Vehicle Materials an
New Hope Village	637620	\$3,063.56	\$3,063.56	6269	Carroll Housing	Other Company Servic
Purcell Printing and Grap	637639	\$4,086.80	\$64.00 \$54.00 \$585.00 \$64.00 \$44.00 \$629.32 \$54.00 \$296.00 \$54.00 \$44.49 \$54.00 \$54.00	6322 6322 6322 6322 6322 6322 6322 6322 6322 6120 6322 6322	WTED - General Marke Dean, Math and Scien ACE Medical Centers PACE Program 260H Network Administrato Honors Program High Tech Robotics DMACC Small Business Warren County Career IA DOT Administrativ Student Activities Program Development	Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Printing/Reproductio Materials & Supplies Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcel Printing and Grap	637639	\$4,086.80	\$96.54	6322	Office of Exec Dir,	Materials & Supplies
			\$52.00	6322	Office of Exec Dir,	Materials & Supplies
			\$98.00	6322	Board of Directors	Materials & Supplies
			\$64.00	6322	Office of Exec Dean,	Materials & Supplies
			\$130.00	6322	Student Services	Materials & Supplies
			\$72.00	6322	Student Services	Materials & Supplies
			\$108.00	6322	Office of Dir, Stude	Materials & Supplies
			\$501.45	6322	Student Records/Serv	Materials & Supplies
			\$64.00	6322	Associates Degree Nu	Materials & Supplies
			\$54.00	6322	Heavy Diesel Equipme	Materials & Supplies
			\$64.00	6322	Office of Sr VP, Aca	Materials & Supplies
			\$44.00	6322	Office of Dean, Scie	Materials & Supplies
			\$44.00	6322	Office of Dean, Scie	Materials & Supplies
			\$64.00	6322	Trail Point-Facility	Materials & Supplies
			\$54.00	6322	Trail Point-Health &	Materials & Supplies
			\$108.00	6322	Student Services	Materials & Supplies
			\$102.00	6322	Office of Exec Dean,	Materials & Supplies
			\$54.00	6322	Jasper County Career	Materials & Supplies
			\$316.00	6269	Equipment Replacemen	Other Company Servic
Reynolds & Reynolds Inc	637647	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
RJB Limited Family Partne	637649	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Sdantron Corp	637651	\$3,068.33	\$450.00	6269	Assessment	Other Company Servic
			\$693.21	6322	Office of Dean, Scie	Materials & Supplies
			\$1,405.00	6324	Assessment	Computer Software
			\$520.12	6322	Program Development	Materials & Supplies
Smith Promotional Adv Inc	637656	\$6,027.71	\$2,205.75	6322	Admissions/Registrat	Materials & Supplies
			\$3,821.96	6322	Recruiting	Materials & Supplies

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Snyder and Associates Inc	637657	\$10,215.00	\$7,715.00	6019	DMACC Oralabor Road	Prof Svcs-Individual
			\$2,500.00	6015	Bldg 13-Automotive R	Consultant's Fees
Spring Green Lawn Care	637658	\$2,681.00	\$654.00	6100	Equipment Replacemen	Maintenance of Groun
			\$2,027.00	6100	Equipment Replacemen	Maintenance of Groun
Storey Kenworthy	637662	\$4,407.92	\$910.00	6322	Workforce Developmen	Materials & Supplies
			\$3,503.16	6322	Civil Engineering Te	Materials & Supplies
			-\$5.24	6322	Office of Dean, Heal	Materials & Supplies
Stover Digital Services I	637663	\$8,121.00	\$8,121.00	6269	DMACC Small Business	Other Company Servic
Studio Iowa LLC	637664	\$5,270.00	\$3,560.00	6269	DMACC Small Business	Other Company Servic
			\$1,710.00	6269	Office of Exec Dir,	Other Company Servic
TargetX.com LLC	637666	\$60,000.00	\$60,000.00	6265	Non Tort Equip Maint	Software Service Agr
Verizon Wireless	637676	\$13,365.13	\$480.12	6150	Civil Engineering Te	Communications
			\$52.11	6150	Office of VP, Info S	Communications
			\$822.65	6150	WTED-General Exp	Communications
			\$107.35	6150	Newton-Lease Operati	Communications
			\$90.29	6150	Grounds	Communications
			\$1,000.25	6150	Library	Communications
			\$87.80	6150	Equipment Replacemen	Communications
			\$52.11	6150	Continuing Ed, Healt	Communications
			\$52.11	6150	Associate Dean, Urba	Communications
			\$62.11	6150	GED Testing	Communications
			\$586.18	6150	Economic Development	Communications
			\$1,240.31	6150	Equipment Replacemen	Communications
			\$52.11	6150	Office of VP, Info S	Communications
			\$37.19	6150	Workforce Developmen	Communications



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VENDOR	NAME	CHECK	CHECK AMOUNT	TRANSACTION	ACCOUNT	INDEX TITLE	ACCOUNT TITLE
		NUMBER		AMOUNT	NUMBER		
Verizon Wireless		637676	\$13,365.13	\$52.11	6150	Plant Operations - S	Communications
				\$52.11	6150	English Literacy-Sou	Communications
				\$216.34	6150	TSA Officer Educatio	Communications
				\$40.01	6150	Honors Program	Communications
				\$104.22	6150	WIA-Disability Emplo	Communications
				\$171.41	6150	Non Tort Security In	Communications
				\$156.33	6150	Non Tort Security In	Communications
				\$57.48	6150	Upward Bound Year 26	Communications
				\$157.27	6150	Recruiting	Communications
				\$50.04	6150	YouthBuild Project	Communications
				\$1,373.17	6150	Program Development	Communications
				\$120.07	6150	Volleyball	Communications
				\$30.02	6150	Veterinary Technician	Communications
				\$37.19	6150	Practical Nursing	Communications
				\$104.22	6150	Special Needs	Communications
				\$38.52	6150	Softskills Training	Communications
				\$37.19	6150	Academic Development	Communications
				\$45.99	6150	Baseball Booster Clu	Communications
				\$102.12	6150	Judicial Office	Communications
				\$37.19	6150	IES-Des Moines	Communications
				\$62.11	6150	Jasper County Career	Communications
				\$62.11	6150	Office Exec Dir, Ins	Communications
				\$52.11	6150	Office of Exec Dean,	Communications
				\$99.30	6150	Office of Exec Dean,	Communications
				\$52.11	6150	Office of Exec Dean,	Communications
				\$40.01	6150	Office of Exec Dean,	Communications
				\$151.41	6150	Office of Exec Dean,	Communications
				\$275.94	6150	Office of the Dir, P	Communications
				\$832.47	6150	Mechanical Maintenanc	Communications
				\$619.36	6150	Custodial	Communications
				\$38.52	6150	Safety Committee	Communications

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Verizon Wireless	637676	\$13,365.13	\$74.38	6150	Physical Plant Opera	Communications
			\$114.22	6150	Physical Plant Opera	Communications
			\$47.19	6150	Physical Plant Opera	Communications
			\$141.41	6150	Physical Plant Opera	Communications
			\$52.11	6150	Physical Plant Opera	Communications
			\$144.23	6150	Office of Exec Dir,	Communications
			\$1,390.94	6150	WLAN Support	Communications
			\$52.11	6150	Motorcycle and Moped	Communications
			\$172.14	6150	Office of Dir, Marke	Communications
			\$52.11	6150	Office of Exec Dir,	Communications
			\$50.04	6150	Utilities	Communications
			\$62.11	6150	Corrections-Newton	Communications
			\$52.11	6150	Office of Exec Dir,	Communications
			\$37.19	6150	Continuing Ed, 2 Day	Communications
			\$37.19	6150	Continuing Ed, Trade	Communications
			\$37.19	6150	Director, Nursing	Communications
			\$74.38	6150	Dental Assistant	Communications
			\$99.30	6150	Respiratory Therapy	Communications
			\$157.86	6150	Office of Dean, Scie	Communications
			\$52.11	6150	Office of the Presid	Communications
			\$37.19	6150	Transportation Insti	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$47.19	6150	Heating/AC/Refrig Te	Communications
			\$75.30	6150	Office of Dean, Heal	Communications
			\$114.22	6150	Student Records/Serv	Communications
			\$55.54	6150	Trail Point-Aquatics	Communications
			\$104.22	6150	Trail Point-Facility	Communications
Wex Bank	637679	\$8,764.58	\$243.12	6420	Office of the Dir, P	Vehicle Materials an
			\$174.14	6420	Agri Business	Vehicle Materials an
			\$1,567.89	6420	Mechanical Mainten	Vehicle Materials an

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
We* Bank	637679	\$8,764.58	\$31.84	6420	Economic Development	Vehicle Materials an
			\$26.06	6420	Plant Operations - S	Vehicle Materials an
			\$470.47	6420	Program Development	Vehicle Materials an
			\$76.47	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$53.96	6420	Building Trades	Vehicle Materials an
			\$658.92	6420	Non Tort Security In	Vehicle Materials an
			\$368.74	6420	Non Tort Security In	Vehicle Materials an
			\$1,973.29	6420	Vehicle Pool	Vehicle Materials an
			\$64.76	6420	Office of Exec Dean,	Vehicle Materials an
			\$74.94	6420	Office of Exec Dean,	Vehicle Materials an
			\$2,106.21	6420	Grounds	Vehicle Materials an
			\$67.01	6420	Mail Service	Vehicle Materials an
			\$87.83	6420	Physical Plant Opera	Vehicle Materials an
			\$198.48	6420	Physical Plant Opera	Vehicle Materials an
			\$124.83	6420	Physical Plant Opera	Vehicle Materials an
			\$60.42	6420	WLAN Support	Vehicle Materials an
			\$40.12	6420	Office of Dir, Marke	Vehicle Materials an
			\$295.08	6420	Transportation Insti	Vehicle Materials an
Windstar Lines Inc	637684	\$2,892.50	\$2,892.50	6269	Office of Exec Dean,	Other Company Servic
Drake University	637694	\$2,500.00	\$2,500.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Kaplan University	637696	\$2,500.00	\$2,500.00	6266	WIA-Dislocated Worke	Stipends/Allowances
ABC Virtual Communication	637709	\$21,541.35	\$2,315.25	6265	Non Tort Equip Maint	Software Service Agr
			\$77.25	6269	Office of Exec Dir,	Other Company Servic
			\$8,410.50	6324	Economic Development	Computer Software
			\$8,127.50	6324	Economic Development	Computer Software
			\$2,025.85	6324	Economic Development	Computer Software
			\$585.00	6269	Office of Exec Dir,	Other Company Servic

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AgriSync Inc	637712	\$10,973.56	\$664.77	6269	AgriSync - Job Spec	Other Company Servic
			\$6,080.86	6269	AgriSync - Job Spec	Other Company Servic
			\$1,000.00	6269	AgriSync - Job Spec	Other Company Servic
			\$1,494.03	6269	AgriSync - Job Spec	Other Company Servic
			\$792.18	6269	AgriSync - Job Spec	Other Company Servic
			\$941.72	6269	AgriSync - Job Spec	Other Company Servic
Airgas North Central	637713	\$3,357.77	\$31.51	6322	WTED - Welding	Materials & Supplies
			\$31.50	6322	WTED - Welding	Materials & Supplies
			\$21.38	6322	WTED - Welding	Materials & Supplies
			\$93.91	6322	WTED - Welding	Materials & Supplies
			\$176.09	6322	WTED - Welding	Materials & Supplies
			\$32.80	6322	Auto Body	Materials & Supplies
			\$43.15	6322	Auto Body	Materials & Supplies
			\$44.24	6322	Auto Body	Materials & Supplies
			\$24.50	6322	Auto Body	Materials & Supplies
			\$14.32	6322	Auto Body	Materials & Supplies
			\$279.00	6322	Auto Body	Materials & Supplies
			\$186.00	6322	Auto Body	Materials & Supplies
			\$58.91	6322	Auto Body	Materials & Supplies
			\$22.79	6322	WTED - Welding	Materials & Supplies
			\$4.51	6322	WTED - Welding	Materials & Supplies
			\$98.05	6322	WTED - Welding	Materials & Supplies
			\$666.54	6322	WTED - Welding	Materials & Supplies
			\$14.91	6322	Perry Operations	Materials & Supplies
			\$1,441.50	6322	WTED - Welding	Materials & Supplies
			\$8.80	6322	WTED - Welding	Materials & Supplies
			\$17.59	6322	WTED - Welding	Materials & Supplies
			\$45.77	6322	WTED - Welding	Materials & Supplies
Alj Makes Office Interior	637714	\$2,648.17	\$2,648.17	6323	Dean, Business & Inf	Minor Equipment

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Alliant Energy	637715	\$6,129.42	\$1,887.36	6190	Boone Campus Housing	Utilities
			\$2,111.40	6190	Boone Campus Housing	Utilities
			\$2,130.66	6190	Boone Campus Housing	Utilities
Ames Municipal Utilities	637721	\$5,572.60	\$5,572.60	6190	Utilities	Utilities
AVI Systems	637728	\$2,860.91	\$2,860.91	6269	Technical Update Equ	Other Company Servic
Beirman Furniture	637732	\$12,258.16	\$12,258.16	6322	Equip Replacement St	Materials & Supplies
Capital Sanitary Supply C	637741	\$2,589.28	\$418.44	6410	Physical Plant Wareh	Janitorial Materials
			\$47.24	6410	Custodial	Janitorial Materials
			\$24.22	6410	Custodial	Janitorial Materials
			\$748.68	6410	Physical Plant Wareh	Janitorial Materials
			\$90.00	6410	Custodial	Janitorial Materials
			\$226.45	6410	Physical Plant Opera	Janitorial Materials
			\$1,034.25	6410	Custodial	Janitorial Materials
Co Line Welding Inc	637752	\$3,013.76	\$3,013.76	6269	CoLine Weld #3 260F-	Other Company Servic
Computer Repair of Des Mo	637755	\$11,202.90	\$1,741.24	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$9,461.66	6322	WLAN Support	Materials & Supplies
CustomOne CFO & Controlle	637759	\$4,050.00	\$4,050.00	6015	Softskills Training	Consultant's Fees
Dallas County Treasurer	637761	\$57,678.06	\$57,037.68	6210	Dallas County Farm O	Rental of Buildings
			\$640.38	6210	Dallas County Farm O	Rental of Buildings
Denman and Co LLP	637763	\$4,000.00	\$4,000.00	6011	Office of Controller	Auditor's Fees
DMACC Boone Campus Checki	637766	\$3,774.40	\$150.00	6930	Baseball	Other Current Expens

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DMACC Boone Campus Checki	637766	\$3,774.40	\$45.00	6481	Baseball	Recruitment Travel-I
			\$150.00	6267	Volleyball Booster C	Athletic Officials
			\$75.00	6930	Booster Club	Other Current Expens
			\$600.00	6267	Volleyball	Athletic Officials
			\$445.00	6930	Women's Cross Countr	Other Current Expens
			\$435.00	6930	Volleyball	Other Current Expens
			\$405.00	6322	Volleyball	Materials & Supplies
			\$89.70	6322	Men's Golf	Materials & Supplies
			\$280.00	6930	Baseball	Other Current Expens
			\$1,010.00	6930	Men's Golf	Other Current Expens
DMACC Foundation	637767	\$2,700.00	\$2,700.00	6930	Hospitality Careers	Other Current Expens
Drake University	637769	\$3,000.00	\$3,000.00	6040	Office of Dean, Heal	Memberships
Educational Testing Servi	637773	\$4,705.50	\$4,600.00	6322	GED Testing	Materials & Supplies
			\$105.50	6322	GED Testing	Materials & Supplies
FBC Service Corporation	637782	\$56,031.79	\$2,183.94	6030	Plant Operations, Pe	Custodial Services
			\$6,329.07	6030	Physical Plant Opera	Custodial Services
			\$19,753.15	6030	Custodial	Custodial Services
			-\$127.46	6030	Physical Plant Opera	Custodial Services
			\$5,417.42	6030	Physical Plant Opera	Custodial Services
			\$10,110.87	6030	Trail Point-Facility	Custodial Services
			\$5,620.00	6030	Plant Operations, St	Custodial Services
			\$6,744.80	6030	Plant Operations - S	Custodial Services
Fritz, Mike	637791	\$2,500.00	\$2,500.00	6019	Student Activities	Prof Svcs-Individual
Hu Friedy Mfg Co LLC	637813	\$11,872.30	\$2,501.80	6460	SADHA	Other Materials and
			\$9,370.50	6460	SADHA	Other Materials and

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IP Pathways		637822	\$33,093.68	\$13,504.68	6269	Technical Update Equ	Other Company Servic
				\$1,817.70	6269	Campus Communication	Other Company Servic
				\$1,542.30	6269	Campus Communication	Other Company Servic
				\$9,975.00	6323	Technical Update Equ	Minor Equipment
				\$1,817.70	6269	Technical Update Equ	Other Company Servic
				\$2,294.00	6269	Technical Update Equ	Other Company Servic
				\$2,142.30	6269	Technical Update Equ	Other Company Servic
Journal Communications		637826	\$2,755.00	\$2,755.00	6120	Economic Development	Printing/Reproductio
JourneyEd.com Inc		637827	\$421,394.88	\$421,394.88	6265	Non Tort Equip Maint	Software Service Agr
Kelly Services Inc		637831	\$26,306.28	\$4,416.17	6269	Evelyn Davis Center	Other Company Servic
				\$6,693.81	6269	Evelyn Davis Center	Other Company Servic
				\$6,994.50	6269	Evelyn Davis Center	Other Company Servic
				\$8,201.80	6269	Evelyn Davis Center	Other Company Servic
LEARN		637838	\$4,937.50	\$4,937.50	6269	Continuing Ed, On Li	Other Company Servic
Nelnet Business Solutions		637859	\$4,495.58	\$4,495.58	6269	Office of Controller	Other Company Servic
Okoboji Wines		637865	\$4,423.30	\$4,423.30	6930	Beverage Account	Other Current Expens
Patterson Dental Supply I		637869	\$2,517.36	\$423.90	6322	NLN Testing	Materials & Supplies
				\$1,422.25	6322	NLN Testing	Materials & Supplies
				\$88.19	6460	Dental Assistant	Other Materials and
				\$513.83	6460	Dental Assistant	Other Materials and
				\$69.19	6322	NLN Testing	Materials & Supplies
Power Protection Products		637877	\$10,022.00	\$10,022.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Reinhart Foodservice		637882	\$2,564.23	\$2,084.46	6518	Hospitality Careers	Gourmet Dinners

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Reinhart Foodservice	637882	\$2,564.23	\$479.77	6322	Culinary Arts	Materials & Supplies
Scott, Keshoy	637893	\$2,500.00	\$2,500.00	6019	Student Services	Prof Svcs-Individual
Se#foods.com	637894	\$5,166.85	\$1,077.00	6518	Hospitality Careers	Gourmet Dinners
			\$2,732.66	6518	Hospitality Careers	Gourmet Dinners
			\$1,357.19	6518	Hospitality Careers	Gourmet Dinners
Securitas Security Servic	637895	\$48,633.43	\$22,221.04	6261	Non Tort Security In	Contracted Security
			\$25,465.55	6261	Non Tort Security In	Contracted Security
			\$946.84	6261	Office of Exec Dean,	Contracted Security
Spack USA	637902	\$5,625.00	\$5,625.00	6444	Equipment Replacemen	Landscaping Material
State of Iowa Department	637908	\$6,735.00	\$6,735.00	6269	Continuing Ed, 2 Day	Other Company Servic
Storey Kenworthy	637910	\$5,040.20	\$97.20	6322	Equipment Replacemen	Materials & Supplies
			\$4,943.00	6322	Equip Replacement We	Materials & Supplies
Storey Kenworthy	637911	\$9,222.23	\$260.60	6322	Admission Processing	Materials & Supplies
			\$87.37	6322	Evening & Weekend	Materials & Supplies
			\$48.72	6322	Developmental Educat	Materials & Supplies
			\$32.78	6322	Academic Development	Materials & Supplies
			\$150.18	6322	Story County Academy	Materials & Supplies
			\$26.11	6322	Office of Dir, Finan	Materials & Supplies
			\$96.53	6322	Office of Dir, Stude	Materials & Supplies
			\$229.22	6322	Student Services	Materials & Supplies
			\$283.52	6322	Social/Behavioral Sc	Materials & Supplies
			\$463.71	6322	Office of Exec Dean,	Materials & Supplies
			\$13.99	6322	Office of Exec Dean,	Materials & Supplies
			\$156.27	6322	Student Services	Materials & Supplies



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Storey Kenworthy	637911	\$9,222.23	\$79.43	6322	Office of Exec Dean,	Materials & Supplies
			\$788.30	6322	Other General Instit	Materials & Supplies
			\$185.47	6322	Office of the Dir, P	Materials & Supplies
			\$120.69	6322	Office of Controller	Materials & Supplies
			\$69.72	6322	Office of Exec Dir,	Materials & Supplies
			\$74.69	6322	WLAN Support	Materials & Supplies
			\$6.76	6322	Motorcycle and Moped	Materials & Supplies
			\$605.16	6322	Office of Dir, Marke	Materials & Supplies
			\$1,120.15	6322	Program Development	Materials & Supplies
			\$289.42	6322	Office of Exec Dir,	Materials & Supplies
			\$93.14	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$117.58	6322	Continuing Ed, Home	Materials & Supplies
			\$58.76	6322	Continuing Ed, Trade	Materials & Supplies
			\$15.51	6322	Director, Nursing	Materials & Supplies
			\$470.39	6322	Dean, Business & Inf	Materials & Supplies
			\$104.36	6322	Office of Dean, Scie	Materials & Supplies
			\$20.13	6322	Welding	Materials & Supplies
			\$363.80	6322	Auto Service	Materials & Supplies
			\$180.98	6322	Office of Dean, Heal	Materials & Supplies
			\$78.72	6322	Upward Bound Year 27	Materials & Supplies
			\$100.40	6322	Student Support Serv	Materials & Supplies
			\$36.56	6322	Vice President, Enro	Materials & Supplies
			\$155.72	6322	Trail Point-Facility	Materials & Supplies
			\$77.14	6322	Civil Engineering Te	Materials & Supplies
			\$64.56	6322	Dental Hygiene	Materials & Supplies
			\$113.85	6322	Office of Dean, Indu	Materials & Supplies
			\$366.18	6322	Information Systems	Materials & Supplies
			\$193.14	6322	Office of Exec Dean,	Materials & Supplies
			\$149.97	6322	Office Exec Dir, Ins	Materials & Supplies
			\$19.16	6322	Economic Development	Materials & Supplies
			\$135.93	6322	Graphic Design	Materials & Supplies

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Storey Kenworthy	637911	\$9,222.23	\$181.50	6322	Culinary Arts	Materials & Supplies
			\$5.98	6322	Perry Operations	Materials & Supplies
			\$360.21	6322	Adult Literacy-South	Materials & Supplies
			\$133.94	6322	Evelyn Davis Center	Materials & Supplies
			\$204.50	6322	PACE Program 260H	Materials & Supplies
			\$55.50	6322	Continuing Ed, Manuf	Materials & Supplies
			\$175.83	6322	Dean, Math and Scien	Materials & Supplies
Symetra Financial	637915	\$9,556.55	\$3,687.03	6269	Symetra Life Proj #2	Other Company Servic
			\$2,841.16	6269	Symetra Life Proj #2	Other Company Servic
			\$1,296.21	6269	Symetra Life Proj #2	Other Company Servic
			\$1,732.15	6269	Symetra Life Proj #2	Other Company Servic
Thomas Bus Sales of Iowa	637918	\$13,975.00	\$13,975.00	7100	Transportation	Furniture, Machinery
Tokarz, Tiffany Ann Minks	637919	\$5,200.00	\$1,800.00	6019	Softskills Training	Prof Svcs-Individual
			\$1,000.00	6019	Softskills Training	Prof Svcs-Individual
			\$1,200.00	6019	Softskills Training	Prof Svcs-Individual
			\$1,200.00	6019	Softskills Training	Prof Svcs-Individual
Vander Haags Inc	637927	\$6,575.00	\$6,575.00	7400	Transportation	Vehicles
Wolf Construction	637937	\$22,895.42	\$8,109.00	6269	Wolf Construction #1	Other Company Servic
			\$1,196.58	6269	Wolf Construction #1	Other Company Servic
			\$12,277.98	6269	Wolf Construction #1	Other Company Servic
			\$1,311.86	6269	Wolf Construction #1	Other Company Servic
Yankee Book Peddler Inc	637941	\$4,379.24	\$1,645.31	6310	Equip Replacement Li	Library Books/Electr
			\$2,733.93	6310	Equip Replacement Li	Library Books/Electr
Your Clear Next Step LLC	637942	\$10,719.00	\$5,400.00	6015	Softskills Training	Consultant's Fees

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Your Clear Next Step LLC	637942	\$10,719.00	\$1,120.50	6015	Softskills Training	Consultant's Fees
			\$450.00	6015	Softskills Training	Consultant's Fees
			\$148.50	6015	Softskills Training	Consultant's Fees
			\$3,600.00	6015	Softskills Training	Consultant's Fees
DMACC Child Care	637981	\$4,633.66	\$4,633.66	2299	Payroll Office	Other Employee Deduc
Trail Point	637987	\$2,625.00	\$2,625.00	2299	Payroll Office	Other Employee Deduc
Accelerate Business Coach	637996	\$9,000.00	\$9,000.00	6015	Softskills Training	Consultant's Fees
Acme Tools	637997	\$2,549.35	\$207.99	6322	Building Trades	Materials & Supplies
			\$39.99	6322	Ankeny Flood Renovat	Materials & Supplies
			\$524.97	6322	Ankeny Flood Renovat	Materials & Supplies
			\$0.99	6322	Building Trades	Materials & Supplies
			\$623.97	6322	Building Trades	Materials & Supplies
			\$121.46	6322	Building Trades	Materials & Supplies
			\$1,029.98	6322	Ankeny Flood Renovat	Materials & Supplies
Airgas North Central	638002	\$10,076.21	\$377.23	6322	Perry Operations	Materials & Supplies
			\$137.70	6322	Welding	Materials & Supplies
			\$44.40	6460	Continuing Ed, Manuf	Other Materials and
			\$66.60	6460	Continuing Ed, Manuf	Other Materials and
			\$8,388.96	6323	Transportation	Minor Equipment
			\$267.24	6322	Welding	Materials & Supplies
			\$694.82	6322	Welding	Materials & Supplies
			\$99.26	6322	Welding	Materials & Supplies
All Makes Office Interior	638003	\$5,583.38	\$4,455.83	6322	Ankeny Flood Renovat	Materials & Supplies
			\$348.88	6322	Equipment Replacemen	Materials & Supplies
			\$778.67	6322	Equip Replacement In	Materials & Supplies

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Alliant Energy	638004	\$43,398.87	\$38,379.21	6190	Newton-Lease Operati	Utilities
			\$5,019.66	6190	Boone Campus Housing	Utilities
Aspen Waste Systems of Io	638009	\$5,376.15	\$97.00	6030	Custodial	Custodial Services
			\$38.00	6030	Custodial	Custodial Services
			\$56.00	6030	Custodial	Custodial Services
			\$111.00	6030	Physical Plant Opera	Custodial Services
			\$102.00	6030	Transportation Insti	Custodial Services
			\$31.00	6030	Transportation Insti	Custodial Services
			\$415.00	6030	Physical Plant Opera	Custodial Services
			\$271.00	6030	Plant Operations - S	Custodial Services
			\$111.00	6030	Cap Med Bldg-Common	Custodial Services
			\$159.00	6030	Physical Plant Opera	Custodial Services
			\$3,481.15	6030	Custodial	Custodial Services
			\$62.00	6030	Custodial	Custodial Services
			\$257.00	6030	Custodial	Custodial Services
			\$185.00	6030	Custodial	Custodial Services
Baker Mechanical Inc	638016	\$9,166.67	\$9,166.67	6090	Newton-Lease Operati	Maintenance/Repair o
Capital Sanitary Supply C	638032	\$5,866.89	\$31.15	6410	Physical Plant Opera	Janitorial Materials
			\$137.20	6410	Custodial	Janitorial Materials
			\$279.27	6410	Custodial	Janitorial Materials
			\$366.74	6410	Physical Plant Opera	Janitorial Materials
			\$41.44	6410	Physical Plant Opera	Janitorial Materials
			\$46.82	6410	Physical Plant Opera	Janitorial Materials
			\$27.47	6030	Physical Plant Opera	Custodial Services
			\$502.53	6410	Physical Plant Opera	Janitorial Materials
			\$69.93	6410	Physical Plant Opera	Janitorial Materials
			\$31.72	6410	Physical Plant Opera	Janitorial Materials
			\$292.69	6410	Physical Plant Opera	Janitorial Materials

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Capita Sanitary Supply C	638032	\$5,866.89	\$85.71	6410	Physical Plant Opera	Janitorial Materials
			\$543.89	6410	Physical Plant Opera	Janitorial Materials
			\$470.02	6410	Physical Plant Opera	Janitorial Materials
			\$31.25	6410	Physical Plant Opera	Janitorial Materials
			\$589.91	6410	Physical Plant Opera	Janitorial Materials
			\$62.50	6410	Physical Plant Opera	Janitorial Materials
			\$117.60	6410	Physical Plant Wareh	Janitorial Materials
			\$207.40	6410	Physical Plant Wareh	Janitorial Materials
			\$402.14	6410	Custodial	Janitorial Materials
			\$455.38	6410	Custodial	Janitorial Materials
			\$27.48	6410	Custodial	Janitorial Materials
			\$69.00	6410	Custodial	Janitorial Materials
			\$139.25	6410	Custodial	Janitorial Materials
			\$23.67	6410	Custodial	Janitorial Materials
			\$269.87	6410	Custodial	Janitorial Materials
			\$544.86	6410	Physical Plant Opera	Janitorial Materials
CenturyLink	638041	\$2,874.46	\$2,874.46	6150	Campus Communication	Communications
CenturyLink	638042	\$5,678.24	\$528.09	6150	Communications	Communications
			\$624.96	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$122.04	6150	Campus Communication	Communications
			\$528.09	6150	Campus Communication	Communications
			\$624.96	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CenturyLink	638042	\$5,678.24	\$507.00	6150	Campus Communication	Communications
			\$45.98	6150	Campus Communication	Communications
Choice Creative Solutions	638045	\$5,000.00	\$5,000.00	6110	Office of Dir, Marke	Information Services
Community Playthings	638050	\$7,099.00	\$7,099.00	6323	Childcare Access/Par	Minor Equipment
Decker Sports	638055	\$4,289.50	\$400.00	6322	Baseball	Materials & Supplies
			\$1,012.50	6322	Baseball	Materials & Supplies
			\$2,160.00	6322	Baseball	Materials & Supplies
			\$660.00	6322	Baseball	Materials & Supplies
			\$57.00	6322	Baseball	Materials & Supplies
DLR Group Inc	638062	\$115,829.02	\$115,829.02	6019	Bldg 13-Automotive R	Prof Svcs-Individual
EFA Employee & Family Res	638066	\$2,625.00	\$2,625.00	6269	EE & Family Res #3 2	Other Company Servic
Elucian Company LP	638068	\$340,303.00	\$242,240.00	6265	Non Tort Equip Maint	Software Service Agr
			\$1,325.00	6265	Non Tort Equip Maint	Software Service Agr
			\$3,034.00	6265	Non Tort Equip Maint	Software Service Agr
			\$951.00	6265	Non Tort Equip Maint	Software Service Agr
			\$20,326.00	6265	Non Tort Equip Maint	Software Service Agr
			\$72,427.00	6265	Non Tort Equip Maint	Software Service Agr
Engineerica Systems Inc	638070	\$22,330.00	\$22,330.00	6265	Non Tort Equip Maint	Software Service Agr
FBC Service Corporation	638074	\$15,476.67	\$6,074.57	6030	Physical Plant Opera	Custodial Services
			\$1,435.50	6030	Plant Operations - E	Custodial Services
			\$1,435.50	6030	Plant Operations - E	Custodial Services
			-\$334.80	6030	Physical Plant Opera	Custodial Services
			\$6,074.57	6030	Physical Plant Opera	Custodial Services

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FBG Service Corporation	638074	\$15,476.67	\$121.90	6030	FFA Enrichment Cente	Custodial Services
			\$57.21	6030	FFA Enrichment Cente	Custodial Services
			\$162.07	6030	FFA Enrichment Cente	Custodial Services
			\$93.29	6030	FFA Enrichment Cente	Custodial Services
			\$79.34	6030	FFA Enrichment Cente	Custodial Services
			\$79.34	6030	FFA Enrichment Cente	Custodial Services
			\$93.29	6030	FFA Enrichment Cente	Custodial Services
			\$47.68	6030	FFA Enrichment Cente	Custodial Services
			\$57.21	6030	FFA Enrichment Cente	Custodial Services
Festival of Trees	638075	\$2,500.00	\$2,500.00	6269	Office of Dir, Marke	Other Company Servic
Heartland Area Education	638091	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Door & Frame In	638092	\$7,475.80	\$3,737.90	6090	Trail Point Child Wa	Maintenance/Repair o
			\$3,737.90	6090	Recreation	Maintenance/Repair o
Innovative Mechanical Ser	638097	\$3,035.27	\$1,015.00	6019	Physical Plant Opera	Prof Svcs-Individual
			\$186.47	6323	Physical Plant Opera	Minor Equipment
			\$1,833.80	6269	Equip Replacement We	Other Company Servic
Iowa Communications Netwo	638098	\$24,826.12	\$6.45	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$11.33	6150	Campus Communication	Communications
			\$6.06	6150	Campus Communication	Communications
			\$79.68	6150	Campus Communication	Communications
			\$979.90	6150	Campus Communication	Communications
			\$20.76	6150	Campus Communication	Communications
			\$16,482.37	6150	Campus Communication	Communications
			\$7,237.42	6150	Campus Communication	Communications
Iowa Legal Aid	638101	\$15,000.00	\$15,000.00	6260	Office of the Presid	Sponsorships & Donat

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa State University	638106	\$8,100.00	\$8,100.00	6269	CLIC/LINC Groups	Other Company Servic
Iowa Youth Athletic Found	638107	\$3,530.00	\$3,530.00	6932	IA Comm College Athl	JUCO Jamboree
Kirkwood Community Colleg	638113	\$43,481.92	\$7,318.80	5900	IA Comm College Athl	DMACC Paid Insurance
			\$36,163.12	5300	IA Comm College Athl	Regular Prof Support
LaVin Agency Inc	638121	\$6,000.00	\$6,000.00	6269	Library	Other Company Servic
Lincoln National Life Ins	638127	\$74,946.55	\$3,408.30	2258	Payroll Office	Spouse Opt Life Ins
			\$10,106.10	2257	Payroll Office	Emp Opt Life Ins Pay
			\$25,243.19	2253	Payroll Office	Basic Life Insurance
			\$17,408.58	2254	Payroll Office	Long Term Disability
			\$6,628.38	2255	Payroll Office	ST Disability - A In
			\$10,532.40	2256	Payroll Office	ST Disability - B In
			\$1,619.60	2259	Payroll Office	Dep Supp Life Ins Pa
Mega Pixels Digital Inc	638134	\$5,757.95	\$5,757.95	6324	Equip Replacement In	Computer Software
MidAmerican Energy Co	638135	\$20,030.57	\$90.39	6190	Plant Operations - E	Utilities
			\$969.82	6190	Utilities	Utilities
			\$2,713.88	6190	Utilities	Utilities
			\$9,618.10	6190	Trail Point-Facility	Utilities
			\$6,638.38	6190	Plant Operations - E	Utilities
Midwest Office Technology	638136	\$6,910.79	\$11.79	6322	Office of Dean, Indu	Materials & Supplies
			\$0.72	6322	Transportation Insti	Materials & Supplies
			\$49.98	6322	Transportation Insti	Materials & Supplies
			\$160.16	6322	Civil Engineering Te	Materials & Supplies
			\$4,890.96	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$51.93	6322	Office of Dean, Scie	Materials & Supplies



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			AMOUNT	NUMBER		
Midwest Office Technology	638136	\$6,910.79	\$6.17	6322	Office of Dean, Heal	Materials & Supplies
			\$9.50	6322	Special Needs	Materials & Supplies
			\$2.49	6322	Certified Nursing As	Materials & Supplies
			\$8.17	6322	GED Testing	Materials & Supplies
			\$39.38	6322	Graphic Design	Materials & Supplies
			\$145.48	6120	Graphic Design	Printing/Reproductio
			\$233.82	6322	Urban Copy Usage	Materials & Supplies
			\$2.12	6322	Urban Copy Usage	Materials & Supplies
			\$18.53	6322	Duplicating Services	Materials & Supplies
			\$6.23	6322	Office of Exec Dir,	Materials & Supplies
			\$42.65	6322	Library	Materials & Supplies
			\$0.31	6322	Library	Materials & Supplies
			\$15.35	6322	Veterinary Technician	Materials & Supplies
			\$21.63	6322	ASSET Auto/Ford	Materials & Supplies
			\$50.23	6322	Auto Service	Materials & Supplies
			\$0.75	6322	Auto Service	Materials & Supplies
			\$21.63	6322	Heavy Diesel Equipme	Materials & Supplies
			\$15.34	6322	Agri Business	Materials & Supplies
			\$0.81	6322	Office of Dean, Heal	Materials & Supplies
			\$0.11	6322	Office of Dir, Finan	Materials & Supplies
			\$153.22	6322	Office of Exec Dean,	Materials & Supplies
			\$94.26	6322	Office of Exec Dean,	Materials & Supplies
			\$1.01	6322	Library	Materials & Supplies
			\$110.37	6322	Office of Exec Dean,	Materials & Supplies
			\$5.11	6322	Office of Exec Dean,	Materials & Supplies
			\$0.08	6322	Office of Exec Dean,	Materials & Supplies
			\$119.65	6322	Office of Exec Dean,	Materials & Supplies
			\$10.24	6322	Office of Exec Dean,	Materials & Supplies
			\$0.95	6322	Office of Exec Dean,	Materials & Supplies
			\$155.90	6322	Other General Instit	Materials & Supplies
			\$103.44	6322	Other General Instit	Materials & Supplies

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Midwest Office Technology	638136	\$6,910.79	\$7.09	6322	Other General Instit	Materials & Supplies
			\$134.79	6322	Dean, Business & Inf	Materials & Supplies
			\$88.93	6322	Dean, Business & Inf	Materials & Supplies
			\$24.73	6322	Dean, Business & Inf	Materials & Supplies
			\$85.60	6322	Office of Dean, Scie	Materials & Supplies
			\$9.18	6322	Office of Dean, Scie	Materials & Supplies
Minitex	638139	\$4,329.60	\$4,329.60	6269	Equipment Replacemen	Other Company Servic
Mittera Group	638140	\$5,210.00	\$1,260.00	6322	Honors Program	Materials & Supplies
			\$3,950.00	6120	Office of Exec Dean,	Printing/Reproductio
NAI Electrical Contractor	638146	\$23,237.00	\$2,864.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$1,912.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$3,792.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,817.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,817.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$1,830.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,320.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,974.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$1,911.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Oracle Corporation	638155	\$12,007.57	\$12,007.57	6265	Non Tort Equip Maint	Software Service Agr
PeopleWorks Inc	638160	\$4,057.90	\$4,057.90	6015	Softskills Training	Consultant's Fees
Purcell Printing and Grap	638165	\$10,796.66	\$364.32	6120	Office of Exec Dean,	Printing/Reproductio
			\$78.00	6322	Program Development	Materials & Supplies
			\$251.40	6322	Office of Exec Dir,	Materials & Supplies
			\$423.04	6322	Office of Exec Dir,	Materials & Supplies
			\$167.00	6322	Office of Dir, Marke	Materials & Supplies

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Purcell Printing and Grap	638165	\$10,796.66	\$8,293.96	6322	Office of Dir, Marke	Materials & Supplies
			\$169.00	6322	WTED - Nursing	Materials & Supplies
			\$339.74	6322	Office of Dir, Marke	Materials & Supplies
			\$399.20	6322	Vice President, Enro	Materials & Supplies
			\$311.00	6322	Dean, Business & Inf	Materials & Supplies
Reserve Account	638176	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Siemens Industry Inc	638186	\$14,088.75	\$14,088.75	6060	Mechanical Maintenanc	Maintenance/Repair o
Southwestern Community Co	638189	\$10,000.00	\$10,000.00	6260	Office of the Presid	Sponsorships & Donat
State Steel Supply Co	638191	\$4,327.00	\$4,327.00	6322	Welding	Materials & Supplies
Studio Iowa LLC	638193	\$13,730.00	\$3,925.00	6019	Office of Dir, Marke	Prof Svcs-Individual
			\$5,000.00	6019	Office of Dir, Marke	Prof Svcs-Individual
			\$4,805.00	6269	WTED-Information Tec	Other Company Servic
Summerfield Hotel LLC	638195	\$2,956.80	\$2,956.80	6269	Continuing Ed, 2 Day	Other Company Servic
The Waldinger Corporation	638199	\$20,552.00	\$20,552.00	6269	Wolin Electric #1 WT	Other Company Servic
Training & Development Re	638204	\$3,000.00	\$3,000.00	6015	Manufacturing Skills	Consultant's Fees
Vermeer Manufacturing Com	638214	\$36,000.00	\$36,000.00	6269	Continuing Ed, Manuf	Other Company Servic
Weiler Inc	638218	\$11,437.78	\$4,752.40	6269	Weiler Inc Proj #4 J	Other Company Servic
			\$5,063.69	6269	Weiler Inc Proj #4 J	Other Company Servic
			\$300.00	6269	Weiler Inc Proj #4 J	Other Company Servic
			\$1,321.69	6269	Weiler Inc Proj #4 J	Other Company Servic
Wellmark Health Plan of I	638219	\$255,477.93	\$255,477.93	2250	DMACC Self-funded In	Health Insurance Pay

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
WHY! Company LLC	638225	\$5,000.00	\$5,000.00	6015	Softskills Training	Consultant's Fees
Windstar Lines Inc	638231	\$3,195.00	\$3,195.00	6269	Office of Exec Dean,	Other Company Servic
Word Whizard	638237	\$15,000.00	\$11,500.00	6269	WTED - General Marke	Other Company Servic
			\$3,500.00	6269	Iowa Auto Dealers-AS	Other Company Servic
Xerox Corp	638238	\$8,262.49	\$725.26	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$599.52	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$471.69	6322	Copy Center	Materials & Supplies
			\$285.35	6220	Copy Center	Rental of Equipment
			\$427.76	6220	Copy Center	Rental of Equipment
			\$219.91	6220	Copy Center	Rental of Equipment
			\$689.05	6220	Copy Center	Rental of Equipment
			\$694.77	6220	Copy Center	Rental of Equipment
			\$817.85	6322	Copy Center	Materials & Supplies
			\$780.69	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$880.35	6220	Copy Center	Rental of Equipment
			\$219.91	6220	Copy Center	Rental of Equipment
			\$512.63	6322	Copy Center	Materials & Supplies
			\$676.06	6220	Copy Center	Rental of Equipment
			\$211.69	6220	Copy Center	Rental of Equipment
Association of Iowa Workf	638240	\$4,700.00	\$4,700.00	6040	IBS-Des Moines	Memberships
Iowa State University	638243	\$4,166.67	\$1,666.67	6266	WIA-Adult	Stipends/Allowances
			\$2,500.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Ahlers and Cooney PC	638271	\$4,715.50	\$4,715.50	6013	Exec VP, College Ope	Legal Fees
All Makes Office Interior	638273	\$23,077.75	\$14,401.00	6323	Equip Replacement Ne	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
All Makes Office Interior	638273	\$23,077.75	\$271.88	6322	Developmental Educat	Materials & Supplies
			\$8,404.87	6323	Ankeny Flood Renovat	Minor Equipment
Alliant Energy	638274	\$10,228.51	\$7,828.37	6190	Utilities	Utilities
			\$66.26	6190	Building Rental for	Utilities
			\$216.52	6190	Utilities	Utilities
			\$1,670.80	6190	Utilities	Utilities
			\$27.99	6190	Utilities	Utilities
			\$418.57	6190	Utilities	Utilities
B & H Photography	638282	\$5,056.09	\$917.61	6323	Technical Update Equ	Minor Equipment
			\$2,677.84	6323	Technical Update Equ	Minor Equipment
			\$1,095.48	6323	Technical Update Equ	Minor Equipment
			\$365.16	6323	Technical Update Equ	Minor Equipment
Baker Mechanical Inc	638283	\$15,748.00	\$15,748.00	6323	Non Tort Security In	Minor Equipment
BSN Sports	638296	\$9,046.15	\$1,423.10	6322	Women's Basketball	Materials & Supplies
			\$581.54	6322	Men's Basketball Spe	Materials & Supplies
			\$54.49	6322	Men's Basketball	Materials & Supplies
			\$2,813.03	6322	Women's Basketball	Materials & Supplies
			\$54.49	6322	Women's Basketball	Materials & Supplies
			\$1,945.26	6322	Men's Basketball	Materials & Supplies
			\$2,174.24	6322	Women's Basketball	Materials & Supplies
Capital Sanitary Supply C	638299	\$3,280.47	\$185.40	6410	Custodial	Janitorial Materials
			\$728.59	6060	Custodial	Maintenance/Repair o
			\$970.67	6410	Custodial	Janitorial Materials
			\$1,019.91	6410	Custodial	Janitorial Materials
			\$375.90	6410	Trail Point-Facility	Janitorial Materials
City of Boone	638310	\$8,576.64	\$1,605.19	6190	Utilities	Utilities

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City of Boone	638310	\$8,576.64	\$181.35	6190	Utilities	Utilities
			\$4,870.51	6190	Boone Campus Housing	Utilities
			\$1,226.64	6190	Utilities	Utilities
			\$50.82	6090	Utilities	Maintenance/Repair o
			\$642.13	6190	Boone Campus Housing	Utilities
DART	638317	\$2,934.00	\$1,592.00	6511	Ticket Sales	Purchases for Resale
			\$1,102.00	6511	Ticket Sales	Purchases for Resale
			\$240.00	6269	PACE Program 260H	Other Company Servic
Davis Brown Koehn Shors a	638318	\$11,672.00	\$3,112.00	6013	Economic Development	Legal Fees
			\$3,244.00	6013	Other Projects	Legal Fees
			\$1,404.00	6013	Exec VP, College Ope	Legal Fees
			\$3,520.00	6013	Evelyn Davis Center	Legal Fees
			\$392.00	6013	Evelyn Davis Center	Legal Fees
Demco Inc	638321	\$45,089.00	\$45,089.00	6460	Equipment Replacemen	Other Materials and
DMACC Foundation	638325	\$2,970.00	\$2,970.00	6930	Hospitality Careers	Other Current Expens
Electronic Engineering Co	638329	\$14,238.28	\$14,238.28	6150	Non Tort Security In	Communications
Graphic Edge	638338	\$3,986.64	\$834.44	6322	Golf Booster Club	Materials & Supplies
			\$3,152.20	6322	Auxilliary Profits N	Materials & Supplies
Graybar Electric Co Inc	638339	\$4,307.10	\$4,307.10	6325	Equip Replacement We	Computer Equipment
Groupe Sharegate Inc	638341	\$3,995.00	\$3,995.00	6265	Technical Update Equ	Software Service Agr
Heartland Business System	638345	\$5,050.90	\$5,050.90	6323	Office of VP, Info S	Minor Equipment
Holiday Inn	638348	\$9,944.58	\$6,629.72	6321	Mental Health Confer	Food

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Holiday Inn	638348	\$9,944.58	\$3,314.86	6269	Mental Health Confer	Other Company Servic
Ingamells Commercial Floo	638353	\$5,413.70	\$1,821.50	6090	Trail Point Child Wa	Maintenance/Repair o
			\$2,578.68	6090	Ankeny Flood Renovat	Maintenance/Repair o
			\$1,013.52	6090	Ankeny Flood Renovat	Maintenance/Repair o
Internet2	638355	\$26,681.00	\$26,681.00	6265	Non Tort Equip Maint	Software Service Agr
ITA Group	638361	\$50,589.74	\$18,000.00	6269	ITA Group Proj #4 Jo	Other Company Servic
			\$15,750.15	6269	ITA Group Proj #4 Mg	Other Company Servic
			\$313.50	6269	ITA Group Proj #4 Mg	Other Company Servic
			\$1,372.29	6269	ITA Group Proj #4 Tr	Other Company Servic
			\$399.80	6269	ITA Group Proj #4 Tr	Other Company Servic
			\$6,000.00	6269	ITA Group Proj #4 Mg	Other Company Servic
			\$2,055.00	6269	ITA Group Proj #4 Jo	Other Company Servic
			\$5,000.00	6269	ITA Group Proj #4 Jo	Other Company Servic
			\$1,699.00	6269	ITA Group Proj #4 Mg	Other Company Servic
Karl Schaphorst & Associa	638363	\$10,500.00	\$10,500.00	6015	Softskills Training	Consultant's Fees
Maderich Southridge Mall	638378	\$8,333.33	\$8,333.33	6210	Plant Operations - S	Rental of Buildings
Man Up Iowa	638379	\$3,916.67	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
Metro Concrete Inc	638390	\$16,334.99	\$16,334.99	6100	Buildings Equipment	Maintenance of Groun
MidAmerican Energy Co	638394	\$63,643.11	\$2,931.16	6190	Cap Med Bldg-Common	Utilities
			\$57,176.51	6190	Utilities	Utilities
			\$3,535.44	6190	Physical Plant Opera	Utilities
National Financial Educat	638403	\$3,500.00	\$3,500.00	6269	Student Activities	Other Company Servic

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Okoboji Wines	638409	\$9,056.20	\$208.20	6930	Beverage Account	Other Current Expens
			\$8,848.00	6930	Beverage Account	Other Current Expens
Patterson Dental Supply I	638411	\$3,471.01	\$189.60	6460	Dental Hygiene	Other Materials and
			\$966.86	6460	Dental Hygiene	Other Materials and
			\$68.95	6460	Dental Hygiene	Other Materials and
			\$258.55	6460	Dental Assistant	Other Materials and
			\$1,987.05	6460	NLN Testing	Other Materials and
Prevention Research Insti	638417	\$25,000.00	\$25,000.00	6520	Driver Improvement B	Purchases for Resale
Purcell Printing and Grap	638420	\$4,305.63	\$4,305.63	6120	ICI Booklet	Printing/Reproductio
Reinhart Foodservice LLC	638423	\$2,965.32	-\$48.35	6511	Snack Bar - Boone	Purchases for Resale
			-\$11.65	6511	Snack Bar - Boone	Purchases for Resale
			\$251.10	6511	Snack Bar - Boone	Purchases for Resale
			\$909.50	6511	Snack Bar - Boone	Purchases for Resale
			\$597.21	6511	Snack Bar - Boone	Purchases for Resale
			\$780.55	6511	Snack Bar - Boone	Purchases for Resale
			\$513.90	6511	Snack Bar - Boone	Purchases for Resale
			-\$26.94	6511	Snack Bar - Boone	Purchases for Resale
Seafoods.com	638431	\$3,513.17	\$1,383.14	6518	Hospitality Careers	Gourmet Dinners
			\$2,130.03	6518	Hospitality Careers	Gourmet Dinners
Securitas Security Servic	638432	\$46,024.41	\$853.68	6261	Office of Exec Dean,	Contracted Security
			\$461.40	6261	Non Tort Security In	Contracted Security
			\$22,973.91	6261	Non Tort Security In	Contracted Security
			\$21,735.42	6261	Non Tort Security In	Contracted Security
Silverstone Group	638434	\$2,750.00	\$2,750.00	6015	Office of Controller	Consultant's Fees



Report: FWRR040  
Date: 10/29/2018  
Time: 09:39 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 20-SEP-2018 to 28-OCT-2018

Page: 40

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
SKC Communication Product	638436	\$7,567.58	\$7,567.58	6323	Equip Replacement In	Minor Equipment
Snyder and Associates Inc	638439	\$4,000.00	\$4,000.00	6015	Criminal Justice Tra	Consultant's Fees
US Postal Service	638461	\$11,395.06	\$11,395.06	6230	Office of Exec Dir,	Postage and Expediti
Van Ginkel Athletic Mfg C	638463	\$5,344.00	\$3,349.00 \$1,995.00	6322 6322	Women's Cross Countr Softball	Materials & Supplies Materials & Supplies
Windstar Lines Inc	638476	\$5,552.50	\$5,552.50	6269	Office of Exec Dean,	Other Company Servic
Worthington Direct Inc	638481	\$5,538.51	\$5,538.51	6323	Ankeny Flood Renovat	Minor Equipment
Treasurer State of Iowa	638510	\$6,173.23	\$6,173.23	2741	Office of Controller	Funds Held in Trust-
			-----			
		REPORT TOTAL	\$5,553,487.82			

Ames, Iowa  
November 12, 2018

The Board of Directors of the 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 and Warren, State of Iowa, met in regular session on the 12th day of November, 2018 at 4:00 p.m. at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Directing the Publication of a Notice of Intention to Issue Not to Exceed \$11,855,000 Aggregate Principal Amount of New Jobs Training Certificates and Calling a Public Hearing on the Proposal to Issue said Certificates". The resolution was moved and seconded, and 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:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

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

Attest:

  
\_\_\_\_\_  
Carolyn Farlow, Secretary  
of the Board of Directors

## RESOLUTION

A RESOLUTION DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$11,855,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES AND CALLING A PUBLIC HEARING ON THE PROPOSAL TO ISSUE SAID CERTIFICATES.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), 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 is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act and the Supplemental Act, for the purpose of establishing new jobs training programs to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College (hereinafter collectively referred to as the "Projects"), which Projects will be beneficial to the Companies and the College; and

WHEREAS, most of the Projects will include jobs which the Companies have agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Companies have agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the Act and the Supplemental Act authorize the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue New Jobs

Training Certificates under the Act and the Supplemental Act which will provide the aggregate funding for all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its Taxable New Jobs Training Certificates pursuant to the provisions of the Act in an amount not to exceed \$7,410,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in an amount not to exceed \$4,445,000 for the purpose of funding the Projects, paying costs of issuance, and funding reserves and administrative expenses in the amounts set forth below opposite the name of each Company:

<u>Company</u>	<u>Certificates Under the Act</u>	<u>Certificates Under the Supplemental Act</u>	<u>Total Amount</u>
Accelerated Ag Technologies, LLC	\$55,000	\$45,000	\$100,000
Access Technologies, Inc.	160,000	20,000	180,000
Automed, Inc.	55,000	45,000	100,000
Barilla America Inc.	140,000	55,000	195,000
Danfoss Power Solutions (US) Company	785,000	340,000	1,125,000
Express Logistics, Inc.	135,000	50,000	185,000
Fairy Tale Cotton Candy, Inc.	90,000	10,000	100,000
GCommerce, Inc.	55,000	55,000	110,000
GTI USA Inc.	75,000	50,000	125,000
Hy-Vee, Inc.	655,000	45,000	700,000
ITA Group, Inc.	190,000	175,000	365,000
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	90,000	90,000	180,000
Kum and Go, L.C.	215,000	205,000	420,000
Merchants Bonding Group, Inc.	30,000	30,000	60,000
Midland National Life Insurance Company	255,000	225,000	480,000
Mid-States Material Handling & Fabrication, Inc.	30,000	30,000	60,000
Mid-States Millwright & Builders, Inc.	60,000	60,000	120,000
Murphy Tower Service, LLC	55,000	10,000	65,000
Musco Sports Lighting, LLC	330,000	180,000	510,000
Pella Corporation	1,320,000	860,000	2,180,000
Performance Marketing of Iowa, Inc.	40,000	15,000	55,000
Power Brace, L.L.C.	45,000		45,000
Pratum, Inc.	80,000	80,000	160,000
Argus Group Holdings, LLC d/b/a Premier Safety	110,000	10,000	120,000
Prosource Finance, LLC	135,000	135,000	270,000

PurFoods, LLC	360,000	125,000	485,000
Shift Interactive, LLC	50,000	40,000	90,000
Smart Ag, Inc.	125,000	120,000	245,000
Symetra Life Insurance Company	55,000	10,000	65,000
Templeton Rye Spirits Holdings, LLC	135,000	105,000	240,000
TPI Iowa II, LLC	760,000	760,000	1,520,000
Vertex Software, LLC	420,000	420,000	840,000
Vision Electric, LLC	170,000	5,000	175,000
Windsor Window Company	145,000	40,000	185,000

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of Taxable New Jobs Training Certificates (Multiple Projects 49-A) of the College in an aggregate principal amount not to exceed \$7,410,000 (the "Act Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 49-B) of the College in an aggregate principal amount not to exceed \$4,445,000 (the "Supplemental Act Certificates") (the Act Certificates and the Supplemental Act Certificates are referred to in the aggregate as the "Certificates"); and

WHEREAS, before the Certificates may be issued, it is necessary to conduct a public hearing on the proposal to issue the Certificates and to publish a notice of the proposal to issue the Certificates and the right to appeal the decision of the Board of Directors to issue the Certificates, all as required and provided for by Section 260E.6 of the Act, the Supplemental Act and Section 147 of the Internal Revenue Code of 1986; and

WHEREAS, there has been presented to the Board of Directors a proposed form of preliminary official statement for use in connection with the marketing of the certificates and the members of the Board of Directors have had the opportunity to review and comment on the proposed form of preliminary official statement;

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

Section 1. That the Board of Directors of the Des Moines Area Community College meet in the DMACC Commons, Building 22, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50021 on the 10th day of December, 2018, at 4:00 p.m., at which time and place a public hearing shall be held on the proposal to issue the Certificates, at which hearing all interested individuals shall be given a reasonable opportunity to express their views, orally or in writing, on the proposal to issue the Certificates and on the location and nature of the Projects.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of intention to issue the Certificates, setting forth the amount and purpose thereof, and the time when and place where the hearing will be held, by publication at least once not less than fifteen (15) calendar days prior to the date fixed for the hearing, in a newspaper published

and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(MULTIPLE PROJECTS 49) OF  
DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that a public hearing will be conducted before the Board of Directors of Des Moines Area Community College (the "College") in the DMACC Commons, Building 22, at the DMACC Ankeny Campus, 2006 S. Ankeny Boulevard in Ankeny, Iowa at 4:00 p.m. on December 10, 2018, on a proposal to issue not to exceed \$7,410,000 aggregate principal amount of the College's Taxable New Jobs Training Certificates (Multiple Projects 49-A) (the "Act Certificates"), pursuant to the provisions of Chapter 260E of the Code of Iowa, and not to exceed \$4,445,000 aggregate principal amount of the College's Taxable New Jobs Training Certificates (Multiple Projects 49-B) (the "Supplemental Act Certificates"), pursuant to the provisions of Section 15A.7 of the Code of Iowa (the Act Certificates and the Supplemental Act Certificates are referred to in the aggregate as the "Certificates"). The Certificates are to be issued for the purpose of (i) providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at the following companies (each individually, a "Company," and collectively, the "Companies") at the following locations (each individually, a "Project," and collectively, the "Projects"), and (ii) paying costs of issuance, funding reserves and administrative expenses:

<u>Company</u>	<u>Project Location</u>	<u>Maximum Principal Amount of Act Certificates</u>	<u>Maximum Principal Amount of Supplemental Act Certificates</u>
Accelerated Ag Technologies, LLC	2302 Creechview Drive Suite 6 Ankeny, IA 50021	\$55,000	\$45,000
Access Technologies, Inc.	955 SE Olson Drive Waukee, IA 50263	160,000	20,000
Automed, Inc.	1421 S. Bell Avenue Suite 108 Ames, IA 50010	55,000	45,000
Barilla America Inc.	3311 E. Lincoln Way Ames, IA 50010	140,000	55,000
Danfoss Power Solutions (US) Company	2800 E. 13th Street Ames, IA 50010	785,000	340,000



Express Logistics, Inc.	1125 SE Westbrook Drive Suite B Waukee, IA 50263	135,000	50,000
Fairy Talc Cotton Candy, Inc.	5120 Park Avenue Des Moines, IA 50321	90,000	10,000
GCommerce, Inc.	250 10th Street Des Moines, IA 50309	55,000	55,000
GTI USA Inc.	4201 Westown Parkway Suite 114 West Des Moines, IA 50266	75,000	50,000
Hy-Vee, Inc.	5820 Westown Parkway West Des Moines, IA 50266	655,000	45,000
ITA Group, Inc.	4600 Westown Parkway West Des Moines, IA 50266	190,000	175,000
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	201 Campus Drive Huxley, IA 50124	90,000	90,000
Kum and Go, L.C.	6400 Westown Parkway West Des Moines, IA 50265	215,000	205,000
Merchants Bonding Group, Inc.	6700 Westown Parkway West Des Moines, IA 50265	30,000	30,000
Midland National Life Insurance Company	4350 Westown Parkway West Des Moines, IA 50266	255,000	225,000
Mid-States Material Handling & Fabrication, Inc.	116 South B Avenue Nevada, IA 50201	30,000	30,000
Mid-States Millwright & Builders, Inc.	116 South B Avenue Nevada, IA 50201	60,000	60,000
Murphy Tower Service, LLC	20220 Highway 5 Carlisle, IA 50047	55,000	10,000
Musco Sports Lighting, LLC	100 1st Avenue West Oskaloosa, IA 52577	330,000	180,000

Pella Corporation	102 Main Street Pella, IA 50219	1,320,000	860,000
Performance Marketing of Iowa, Inc.	1501 42nd Street #550 West Des Moines, IA 50266	40,000	15,000
Power Brace, L.L.C.	5153 NE 17th Street Des Moines, IA 50313	45,000	
Pratum, Inc.	1551 SW Prairie Trail Pkwy Ankeny, IA 50023	80,000	80,000
Argus Group Holdings, LLC d/b/a Premier Safety	505 5th Avenue Suite 900 Des Moines, IA 50309	110,000	10,000
Prosource Finance, LLC	2540 106th Street, #202 Urbandale, IA 50322	135,000	135,000
PurFoods, LLC	3210 SE Corporate Woods Drive Ankeny, IA 50021	360,000	125,000
Shift Interactive, LLC	1501 42nd Street, #580 West Des Moines, IA 50266	50,000	40,000
Smart Ag, Inc.	2710 South Loop Drive Ames, IA 50010	125,000	120,000
Symetra Life Insurance Company	4125 Westown Parkway West Des Moines, IA 50266	55,000	10,000
Templeton Rye Spirits Holdings, LLC	209 East 3rd Street Templeton, IA 50211	135,000	105,000
TPI Iowa II, LLC	2300 N. 33rd Avenue E Newton, IA 50208	760,000	760,000
Vertex Software, LLC	2625 N. Loop Drive Suite 2100 Ames, IA 50010	420,000	420,000

Vision Electric, LLC	3300 Henry Street SW Suite 5 Bondurant, IA 50035	170,000	5,000
Windsor Window Company	900 South 19th Street West Des Moines, IA 50265	145,000	40,000

Each Company shall be the initial owner and principal user of its respective Project.

At said public hearing, all interested individuals shall be given a reasonable opportunity to express their views, orally or in writing, on the proposal to issue Certificates and fund the Projects, and at said hearing, or any adjournment thereof, the Board of Directors of the College shall adopt a resolution determining whether or not to proceed with the issuance of the Certificates.

Notice is further given of the intention of the Board of Directors of the College to issue the Certificates and that 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 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 Projects or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

By Order of the Board of Directors of  
Des Moines Area Community College

  
Secretary of the Board of Directors

Section 3. That the preparation and distribution of a preliminary official statement in accordance with Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934, and in substantially a form which is presented to this meeting and approved by the Vice President of Business Services of the College, is hereby authorized and approved, such approval to be evidenced by the distribution of the preliminary official statement, and any officer of the College is hereby authorized to execute a certificate indicating that such preliminary official statement is deemed final with the meaning of Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934.

Section 4. That the officers 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 12th day of November, 2018.

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

Attest:

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF STORY                )

I, Carolyn Farlow, Secretary of the Board of Directors of the 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 and Warren, State of Iowa, 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 November 12, 2018, which proceedings remain in full force and effect, 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 and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board 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 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.

Dated this 12th day of November, 2018.

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

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Auduhon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, met in regular session on the 12th day of November, 2018 at 4:00 p.m. at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

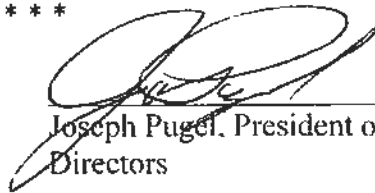
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning new jobs training programs involving the College and the companies referred to in the attached resolution and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Directing the Advertisement for Sale of New Jobs Training Certificates". The motion was moved and seconded, and 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:

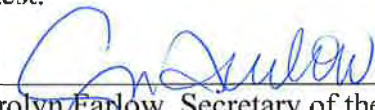
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

  
\_\_\_\_\_  
Joseph Pugel, President of the Board of  
Directors

Attest:

  
\_\_\_\_\_  
Carolyn Farlow, Secretary of the Board of  
Directors

## RESOLUTION

### A RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF NEW JOBS TRAINING CERTIFICATES

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), 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 is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with certain companies (the "Companies") with respect to New Jobs Training Programs, pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing job training programs (hereinafter referred to as the "Projects") to educate and train workers for new jobs with the Companies at their facilities located or to be located in the Merged Area served by the College, which Projects will be beneficial to the Companies and the College; and

WHEREAS, most of the Projects will include jobs which the Companies have agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Companies have agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the Act and the Supplemental Act authorize the College to issue New Jobs Training Certificates with respect to a single project or multiple projects and the College has determined that it will be beneficial to the College and the Companies to issue New Jobs Training Certificates under the Act and the Supplemental Act which will provide the aggregate funding for all of the Projects; and

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its Taxable New Jobs Training Certificates pursuant to the



provisions of the Act in the amount of \$7,410,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in the amount of \$4,445,000 for the purpose of funding the Projects, paying costs of issuance, and funding reserves and administrative costs in amounts not to exceed the amounts set forth below opposite the name of each Company:

<u>Company</u>	<u>Certificates Under the Act</u>	<u>Certificates Under the Supplemental Act</u>	<u>Total Amount</u>
Accelerated Ag Technologies, LLC	\$55,000	\$45,000	\$100,000
Access Technologies, Inc.	160,000	20,000	180,000
Automed, Inc.	55,000	45,000	100,000
Barilla America Inc.	140,000	55,000	195,000
Danfoss Power Solutions (US) Company	785,000	340,000	1,125,000
Express Logistics, Inc.	135,000	50,000	185,000
Fairy Tale Cotton Candy, Inc.	90,000	10,000	100,000
GCommerce, Inc.	55,000	55,000	110,000
GTI USA Inc.	75,000	50,000	125,000
Hy-Vec, Inc.	655,000	45,000	700,000
ITA Group, Inc.	190,000	175,000	365,000
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	90,000	90,000	180,000
Kum and Go, L.C.	215,000	205,000	420,000
Merchants Bonding Group, Inc.	30,000	30,000	60,000
Midland National Life Insurance Company	255,000	225,000	480,000
Mid-States Material Handling & Fabrication, Inc.	30,000	30,000	60,000
Mid-States Millwright & Builders, Inc.	60,000	60,000	120,000
Murphy Tower Service, LLC	55,000	10,000	65,000
Musco Sports Lighting, LLC	330,000	180,000	510,000
Pella Corporation	1,320,000	860,000	2,180,000
Performance Marketing of Iowa, Inc.	40,000	15,000	55,000
Power Brace, L.L.C.	45,000		45,000
Pratum, Inc.	80,000	80,000	160,000
Argus Group Holdings, LLC d/b/a Premier Safety	110,000	10,000	120,000
Prosource Finance, LLC	135,000	135,000	270,000
PurFoods, LLC	360,000	125,000	485,000
Shift Interactive, LLC	50,000	40,000	90,000
Smart Ag, Inc.	125,000	120,000	245,000
Symetra Life Insurance Company	55,000	10,000	65,000
Templeton Rye Spirits Holdings, LLC	135,000	105,000	240,000
TPI Iowa II, LLC	760,000	760,000	1,520,000
Vertex Software, LLC	420,000	420,000	840,000

Vision Electric, LLC	170,000	5,000	175,000
Windsor Window Company	145,000	40,000	185,000

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of Taxable New Jobs Training Certificates (Multiple Projects 48-A) of the College in an aggregate principal amount of \$7,410,000 (the "Act Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 48-B) of the College in an aggregate principal amount of \$4,445,000 (the "Supplemental Act Certificates") (the Act Certificates and the Supplemental Act Certificates are referred to in the aggregate as the "Certificates"); and

WHEREAS, the College has heretofore pursuant to resolution of the Board of Directors directed the publication of a notice of the proposal to issue New Jobs Training Certificates with respect to each of the Companies 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 as required and provided for by Section 260E.6 of the Act, the Supplemental Act and Section 147 of the Internal Revenue Code of 1986; and

WHEREAS, the Board of Directors of the College is authorized to proceed on behalf of the College with the sale of the Certificates, and has determined to select a date for the sale of the Certificates, publish notice of the sale, and take all action necessary to proceed with the sale of the Certificates on a basis favorable to the College and acceptable to the Board of Directors of the College;

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

Section 1. That the Certificates described herein be offered at public sale scheduled for December 10, 2018, with the opening of bids at 10:00 o'clock a.m. in Room 30A of Building Number 1, at the College in Ankeny, Iowa and the bids referred to the Board of Directors of the College at its meeting scheduled for December 10, 2018 at 4:00 p.m. in Building 22 at the Ankeny Campus of the College in Ankeny, Iowa.

Section 2. That the Secretary of the Board of Directors of the College shall cause to be published, in compliance with Chapter 75 of the Code of Iowa, notice of the sale of the Certificates at least once, the last one of which shall be not less than four nor more than twenty days before the sale in a legal newspaper, printed wholly in the English language, published in the county of or a county contiguous to the place of sale. The notice shall be in substantially the following form with such variations therein (including, but not limited to, the completion of the omissions therein, the determination or modification of the maturity schedule and tax-exempt status for the Certificates, the maturities of the Certificates, terms and date of sale and any appropriate reduction in the principal amount of the Certificates) as shall be approved by the officers of the College. Terms of the Certificates and the use of electronic bidding as set forth in the notice, to the extent not varied by the officers of the College, are approved and incorporated herein by reference:

## NOTICE OF BOND SALE

### DES MOINES AREA COMMUNITY COLLEGE NEW JOBS TRAINING CERTIFICATES

The Des Moines Area Community College (Merged Area XI) (the "College") of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren (the "Merged Area"), State of Iowa, will receive bids in Room 30A of Building Number 1 at the College in Ankeny, Iowa, at 10:00 o'clock a.m., Central Time, on Monday, December 10, 2018 for the purchase of the following New Jobs Training Certificates (in the aggregate, the "Bonds"):

\$7,410,000

Des Moines Area Community College  
Taxable New Jobs Training Certificates  
(Multiple Projects 48-A)  
(the "Series A Bonds")

\$4,445,000

Des Moines Area Community College  
Taxable New Jobs Training Certificates  
(Multiple Projects 48-B)  
(the "Series B Bonds")

The Series A Bonds are to be issued for the purpose of financing job training programs under Chapter 260E of the Code of Iowa, as amended (the "Act") and the Series B Bonds are to be issued for the purpose of financing job training programs under Section 15A.7 of the Code of Iowa, as amended (the "Supplemental Act").

Separate sealed or electronic bids for each series of Bonds will be received at the office of the President of the College at any time prior to 10:00 o'clock a.m., Central Time, on the date of the sale. The most favorable bids will be accepted by the College following the opening of bids and be sold to the most favorable bidders for cash, unless the College determines to reject either or both of the most favorable bids. The most favorable bidder for each series shall be the bidder whose bid produces the lowest true interest cost, computed as the discount rate which, when used with semiannual compounding to determine the present value of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. In the event two or more bids state the lowest true interest cost, the sale of the Bonds will be awarded by lot.

The College reserves the right to reduce the principal amount of the Bonds to be sold on the date of the sale on the basis of the bids received and market conditions and will adjust the purchase price proportionately.

**ELECTRONIC BIDS:** The College assumes no responsibility or liability for bids submitted electronically. Notice is hereby given that electronic bids will be received via PARITY®, in the manner described herein, until 10:00 a.m., Central Time on Monday, December 10, 2018, but no bid will be received after that time.

If any provisions in this Notice of Bond Sale conflicts with information provided by an electronic bidding service, these terms of bond sale shall control. For further information about electronic bidding or PARITY®, potential bidders may contact Independent Public Advisors, LLC, the College's financial advisor, or i-Deal LLC, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5000 or (800) 850-7422.

**BOND DETAILS:** The Bonds are in the aggregate principal amounts set forth above, to be dated the date of delivery, to be in the denomination of \$5,000, or any integral multiple thereof designated by the successful bidder within forty-eight hours of acceptance of the bid, and to mature as follows:

<u>Principal Amount</u>		<u>Maturity</u>
<u>Series A Bonds</u>	<u>Series B Bonds</u>	<u>(June 1)</u>
\$200,000	\$200,000	2020
790,000	465,000	2021
815,000	480,000	2022
845,000	500,000	2023
880,000	520,000	2024
910,000	535,000	2025
950,000	560,000	2026
990,000	580,000	2027
1,030,000	605,000	2028

Interest on the Bonds will be payable on June 1, 2019 and semiannually thereafter on each June 1 and December 1 until the principal on the Bonds is paid in full. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest will be payable by Bankers Trust Company, Des Moines, Iowa, the Paying Agent for the College.

**AUTHORITY:** The Series A Bonds are issued under the authority of Chapter 260E of the Code of Iowa, as amended, and the Series B Bonds are issued under the authority of Section 15A.7 of the Code of Iowa, as amended.

**PURPOSE:** The proceeds of the issuance of the Bonds will be used to finance the training of workers (the "Projects"), including the costs of the issuance of the Bonds and the funding of reserves and administrative expenses, in new jobs at the following companies (the "Companies") at the following locations:

<u>COMPANY</u>	<u>PROJECT LOCATION</u>
Accelerated Ag Technologies, LLC	2302 Creekview Drive Suite 6 Ankeny, IA 50021

Access Technologies, Inc.	955 SE Olson Drive Waukee, IA 50263
Automed, Inc.	1421 S. Bell Avenue Suite 108 Ames, IA 50010
Barilla America Inc.	3311 E. Lincoln Way Ames, IA 50010
Danfoss Power Solutions (US) Company	2800 E. 13th Street Ames, IA 50010
Express Logistics, Inc.	1125 SE Westbrook Drive Suite B Waukee, IA 50263
Fairy Tale Cotton Candy, Inc.	5120 Park Avenue Des Moines, IA 50321
GCommerce, Inc.	250 10th Street Des Moines, IA 50309
GTI USA Inc.	4201 Westown Parkway Suite 114 West Des Moines, IA 50266
Hy-Vee, Inc.	5820 Westown Parkway West Des Moines, IA 50266
ITA Group, Inc.	4600 Westown Parkway West Des Moines, IA 50266
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	201 Campus Drive Huxley, IA 50124
Kum and Go, L.C.	6400 Westown Parkway West Des Moines, IA 50265
Merchants Bonding Group, Inc.	6700 Westown Parkway West Des Moines, IA 50265
Midland National Life Insurance Company	4350 Westown Parkway West Des Moines, IA 50266
Mid-States Material Handling & Fabrication, Inc.	116 South B Avenue Nevada, IA 50201

Mid-States Millwright & Builders, Inc.	116 South B Avenue Nevada, IA 50201
Murphy Tower Service, LLC	20220 Highway 5 Carlisle, IA 50047
Musco Sports Lighting, LLC	100 1st Avenue West Oskaloosa, IA 52577
Pella Corporation	102 Main Street Pella, IA 50219
Performance Marketing of Iowa, Inc.	1501 42nd Street #550 West Des Moines, IA 50266
Power Brace, L.L.C.	5153 NE 17th Street Des Moines, IA 50313
Pratum, Inc.	1551 SW Prairie Trail Pkwy Ankeny, IA 50023
Argus Group Holdings, LLC d/b/a Premier Safety	505 5th Avenue Suite 900 Des Moines, IA 50309
Prosource Finance, LLC	2540 106th Street, #202 Urbandale, IA 50322
PurFoods, LLC	3210 SE Corporate Woods Drive Ankeny, IA 50021
Shift Interactive, LLC	1501 42nd Street, #580 West Des Moines, IA 50266
Smart Ag, Inc.	2710 South Loop Drive Ames, IA 50010
Symetra Life Insurance Company	4125 Westown Parkway West Des Moines, IA 50266
Templeton Rye Spirits Holdings, LLC	209 East 3rd Street Templeton, IA 50211
TPI Iowa II, LLC	2300 N. 33rd Avenue E Newton, IA 50208

Vertex Software, LLC

2625 N. Loop Drive  
Suite 2100  
Ames, IA 50010

Vision Electric, LLC

3300 Henry Street SW  
Suite 5  
Bondurant, IA 50035

Windsor Window Company

900 South 19th Street  
West Des Moines, IA 50265

The Projects are undertaken pursuant to Industrial New Jobs Training Agreements. The proceeds of the issuance of the Bonds will also be used to pay related administrative costs of the new jobs training programs, fund reserves and pay costs of issuance.

SECURITY: The Series A Bonds are secured by a special fund of the College into which are deposited a new jobs credit from withholding taxes authorized under the Act and to be received or derived from new employment resulting from each of the Projects.

The Series B Bonds are secured by a special fund of the College into which are deposited a supplemental new jobs credit from withholding taxes authorized under the Supplemental Act and to be received or derived from new employment resulting from most of the Projects.

In addition, each series of Bonds is secured by a special standby tax assessed upon all taxable property within the Merged Area to the extent necessary to pay principal and interest on the Bonds.

PARITY BONDS: The College reserves the right to issue additional bonds payable from the same sources and ranking on a parity with each series of the Bonds.

INTEREST RATE AND BIDDING REQUIREMENTS: The two series of Bonds shall be sold separately. Bidders may bid on one or both series of Bonds. The Bonds shall bear interest at a rate or rates to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. No Bond shall bear more than one interest rate, all Bonds of a series maturing in any one year shall carry the same interest rate, and each rate of interest specified for Bonds of any maturity shall not be less than a rate of interest specified for an earlier maturity of the same series. No proposal for the purchase of less than all of the Bonds of the same series or at a price less than \$7,365,540 (99.4%) plus accrued interest for the Series A Bonds and \$4,418,330 (99.4%) plus accrued interest for the Series B Bonds will be considered. Each bid shall state the total interest cost, total premium or discount, the net interest cost to the College and the true effective interest rate thereunder, but such statements shall not be considered a part of the bid.

TERM BONDS: Term Bonds are not permitted.

BID SECURITY: A Good Faith Deposit ("Deposit") in an amount equal to \$74,100 (1%) in the case of the Series A Bonds and \$44,450 (1%) in the case of a bid for the Series B Bonds is required from the lowest bidder for each series of Bonds. The lowest bidder for each series is required to submit its Deposit to the College or its Financial Advisor either (i) in the form of a

cashier's check payable to the order of the Treasurer of the College prior to the opening of bids, or (ii) by wire transfer as instructed by the College or its Financial Advisor not later than 1:30 p.m. Des Moines, Iowa time on the day of sale of the Bonds. If a Deposit is not so received, the College may reject the bid of the lowest bidder for a series and direct that the next lowest bidder for that series submit a Deposit and thereafter award the sale of that series of Bonds to that bidder. No interest on the Deposits will accrue to any Purchaser. The Deposits will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid, the Deposit will be retained by the College. Checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.

**REGISTRATION:** The Bonds will be registered as to principal and interest. Bankers Trust Company, Des Moines, Iowa, will act as registrar of the Bonds and transfer agent for the College.

**PRIOR REDEMPTION:** Any Series A Bonds maturing on or after June 1, 2027, are subject to redemption prior to their stated maturities, in whole or from time to time in part, in numerical order, on June 1, 2026, or on any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call. Any Series B Bonds maturing on or after June 1, 2027, are subject to redemption prior to their stated maturities, in whole or from time to time in part, in numerical order, on June 1, 2026, or on any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

**BOOK ENTRY SYSTEM:** The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

**DELIVERY OF BONDS:** The Bonds will be delivered, without expense to the purchasers, at any mutually acceptable bank or trust company in the United States, upon full payment in immediately available cash or federal funds. The Bonds are expected to be delivered within thirty days after the sale. Should delivery be delayed beyond sixty days from date of sale for any reason, except failure of performance by the purchasers, the purchasers may withdraw their bids and thereafter their interest in and liability for the Bonds will cease and their bid security will be returned without interest. When the Bonds are ready for delivery, the College may give the successful bidders five working days notice of the delivery date and the College will expect payment in full on that date, otherwise reserving the right at its option to determine that the bidders have failed to comply with the offers of purchase. Accrued interest to the date of delivery of the Bonds shall be paid by the purchasers at the time of delivery.



OFFICIAL STATEMENT: Prior to the date of sale of the Bonds, potential underwriters may obtain copies of a preliminary official statement in accordance with Rule 15c2-12(b)(1) under the Securities Exchange Act of 1934 (the "Act"), the notice of sale and official bid forms may be obtained from the Financial Advisor to the College, Independent Public Advisors, L.L.C., 8805 Chambery Blvd, Suite 300 #114, Johnston, Iowa 50131, (515) 259-8193, or electronically at [www.munihub.com](http://www.munihub.com). The College will provide the purchasers of the Bonds with copies of a final official statement in accordance with Rule 15c2-12(b)(3) under the Act.

INTEREST TAXABLE: The interest on both the Series A Bonds and the Series B Bonds will be includable in gross income for federal income tax purposes.

CONTINUING DISCLOSURE: The College will agree in the Resolution to be adopted on the date of sale to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to January 1, 2020 and on or prior to January 1 of each year thereafter, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (provided that the College shall not be obligated to provide the audited financial statements referred to herein until the later of January 1 of any year or thirty days after receipt of such audited financial statements by the College), generally consistent with the information contained or cross-referenced in the Official Statement, (ii) timely notice of the occurrence of certain events with respect to the Bonds, and (iii) timely notice of a failure by the College (of which the College has knowledge) to provide the required annual financial information on or before the date specified in (i) above. Each purchaser's obligation to purchase Bonds shall be conditioned upon its receiving, at or prior to the delivery of the Bonds, in form and substance satisfactory to the purchasers, evidence that the College has made the undertaking set forth in the prior sentence in a written agreement or contract for the benefit of the holders of the Bonds.

CUSIP NUMBERS: It is anticipated that the Bonds will be printed with CUSIP numbers, unless otherwise requested by the purchaser. In no event will the College be responsible for or Bond Counsel or Financial Advisor review or express any opinion of the correctness of such numbers, and incorrect numbers on said Bonds shall not be cause for the purchasers to refuse to accept delivery of the Bonds.

RATINGS: The Bonds will be rated by Moody's Investors Service, Inc.

LEGAL OPINION: The Bonds will be sold subject to the opinion of Davis, Brown, Koch, Shors & Roberts, P.C., Attorneys, of Des Moines, Iowa, which will be furnished without expense to the purchasers of the Bonds at the delivery thereof. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in connection with the sale, issuance or marketing of the Bonds.

RIGHTS RESERVED: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.

Dated this 12th day of November, 2018.



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Carolyn Farlow, Secretary of the Board of  
Directors of the Des Moines Area  
Community College

(end of notice)

Section 4. That the preparation and distribution of a preliminary official statement in accordance with Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934, and in substantially the form presented to this meeting and which is approved by the Vice President of Business Services of the College, is hereby authorized and approved, such approval to be evidenced by the distribution of the preliminary official statement, and any officer of the College is hereby authorized to execute a certificate indicating that such preliminary official statement is deemed final with the meaning of Rule 15c2-12(b)(1) of the Securities Exchange Act of 1934.

Section 5. That the Board of Directors of the College hereby finds and determines that the procedures to be used for the receipt of facsimile and electronic bids as set forth in the Notice of Bond Sale will provide reasonable security and maintain the integrity of the competitive bidding process, and facilitate the delivery of bids by interested parties under the circumstances of the sale of the Certificates.

Section 6. 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 7. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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

Attest:

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF STORY                )

I, Carolyn Farlow, Secretary of the Board of Directors of the 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 and Warren, State of Iowa, 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 November 12, 2018, which proceedings remain in full force and effect, 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 and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board 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 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.

Dated this 12th day of November, 2018.

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

Ames, Iowa  
November 12, 2018

The Board of Directors of the 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, Poweshick, Shelby, Story and Warren, State of Iowa, met in regular session on the 12th day of November, 2018 at 4:00 p.m. at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning the Legacy Plaza Buildings 17 and 18 Roof Replacement Project. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Setting the Time and Place of a Public Hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Costs for the Legacy Plaza Buildings 17 and 18 Roof Replacement Project". The resolution was moved and seconded, and 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:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

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

Attest:

  
\_\_\_\_\_  
Carolyn Farlow, Secretary  
of the Board of Directors

## RESOLUTION

### RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE LEGACY PLAZA BUILDINGS 17 AND 18 ROOF REPLACEMENT PROJECT.

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

WHEREAS, the roofs of Buildings 17 and 18 on the Legacy Plaza Campus, Newton, Iowa need to be replaced; and

WHEREAS, OPN Architects has prepared plans, specifications, a form of contract and estimated costs of the Legacy Plaza Buildings 17 and 18 Roof Replacement Project (the "Project"); and

WHEREAS, before said plans, specifications, form of contract and estimated costs of the Project may be approved, it is necessary to hold a public hearing on such plans, specifications, form of contract and estimated costs pursuant to Section 26.12 of the Code of Iowa.

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

Section 1. That the Board of Directors of the College meet in the DMACC Commons, Building 22, Eldon Leonard Board Room, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50023 on the 10th day of December, 2018, at 4:00 p.m., at which time and place a public hearing shall be held on the plans, specifications, form of contract and estimated costs for the Project, at which hearing all interested individuals shall be given a reasonable opportunity to express their views, orally or in writing, on the plans, specifications, form of contract and estimated costs of the Project.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of the time when and place where the hearing will be held, by publication at least once not less than four (4) nor more than twenty (20) calendar days prior to the date fixed for the hearing, in a newspaper published and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS,  
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED  
COSTS FOR THE LEGACY PLAZA BUILDINGS 17 AND 18  
ROOF REPLACEMENT PROJECT.

Notice is hereby given that the Board of Directors of the Des Moines Area Community College (the "College") will meet in the DMAACC Commons, Building 22, Eldon Leonard Board Room, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50023, on the 10th day of December, 2018, at 4:00 p.m., at which time and place a hearing will be held on the proposed plans, specifications, form of contract and estimated costs for the Legacy Plaza Buildings 17 and 18 Roof Replacement Project (the "Project") located at the College's Legacy Plaza Campus, Newton, Iowa. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated costs of the Project. After hearing objections, the Board of Directors of the College will, by resolution, enter its decision on the plans, specifications, form of contract, and estimated costs of the Project.

By Order of the Board of Directors of  
Des Moines Area Community College

A handwritten signature in blue ink, appearing to read "S. J. Kulow", is written over a horizontal line.

Secretary of the Board of Directors



Section 3. That the officers 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 12th day of November, 2018.

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

Attest:

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

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF STORY                )

I, Carolyn Farlow, Secretary of the Board of Directors of the 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, Poweshick, Shelby, Story and Warren, State of Iowa, 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 November 12, 2018, which proceedings remain in full force and effect, 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 and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board 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 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.

Dated this 12th day of November, 2018.

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

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and McAninch Corporation. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and McAninch Corporation." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 BETWEEN THE COLLEGE AND MCANINCH CORPORATION.**

**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 McAninch Corporation (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 \$25,000; 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 Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

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 12th day of November, 2018.

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

ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)**

**REQUEST FOR RELEASE OF FUNDS**

20190918124837

Project Loan ID Number Form Approval Letter

Des Moines Area Community College

Community College

McAninch Corporation

Business

Cathy Spenceri

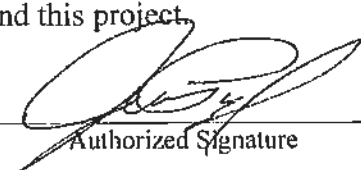
College Contact Person

4001 Delaware Des Moines, IA 50313

Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. **A Training Contract, Form 260F-2, has been finalized and signed by authorized representatives of the Community College and the Business.**

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

  
Authorized Signature

11-12-18  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.



**Training Plan and Budget  
For McAninch Corporation  
260F Project #2**

The following Training Plan reflects the expected training activities for McAninch Corporation. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by McAninch staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>17,650</b>	<b>8,552</b>
Safety training – McAninch would like to upgrade and implement More safety training for employees. This could include but is not Limited to CPR, lift training, risk management, Competent Person, Defensive driving, etc.		
<b>II. Management/Supervisory Skills</b>	<b>12,000</b>	<b>12,000</b>
Leadership Training – McAninch would like to start training Leaders in consistent leadership classes. This could include but Is not limited to: Coaching, giving feedback, discipline.		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 4448</b>	<b>\$4448</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$34,098</b>	<b>\$25,000</b>

The training began April 9, 2018 with completion anticipated by April 9, 2020. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 50 unduplicated employees and will show, at the completion of the contract, \$9098 in-kind cash match. This match will be linked to the training as outlined in this plan.

## IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and McAninch Corporation, Des Moines, IA, (the "Employer" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

### ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the 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 Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

(C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; PROJECT EVALUATION; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Iowa Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out

by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Iowa Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Iowa Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Economic Development Authority (EDA). Funds awarded by EDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Iowa Economic Development Authority, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

#### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to ensure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to ensure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall ensure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

#### **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

(G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.

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

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

Des Moines Area Community College,  
Community College: 1111 E Army Post Rd Des Moines, IA 50315

McAninch Corporation,  
4001  
Employer: 4100 Delaware Ave. Des Moines, IA 50313

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Community College

Employer

Des Moines Area Community College

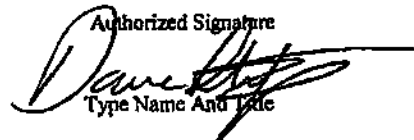
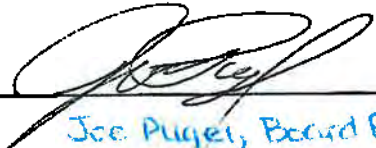
McAninch Corporation

Authorized Signature

Authorized Signature

Type Name And Title

Type Name And Title



Joe Auger, Board President

Dave Stitz  
Vice President of Finance

Address

Address

2006 South Ankeny Blvd  
Ankeny, IA 50023

4001 Delaware Avenue  
Des Moines, IA 50313

Date

Date

11-12-18

10/1/2018



Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Vision Electric, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Vision Electric, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 BETWEEN THE COLLEGE AND VISION ELECTRIC, LLC.**

**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 Vision Electric, LLC (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 \$25,000; 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 Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)**  
**REQUEST FOR RELEASE OF FUNDS**

\_\_\_\_20190917094251\_\_\_\_  
Project Loan ID Number Form Approval Letter

\_\_\_\_Des Moines Area Community College\_\_\_\_  
Community College

\_\_\_\_Vision Electric\_\_\_\_  
Business

\_\_\_\_Cathy Spenceri\_\_\_\_  
College Contact Person

\_\_\_\_3400 Henry St. Bondurant, IA 50035\_\_\_\_  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-2, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

\_\_\_\_\_\_\_\_  
Authorized Signature

\_\_\_\_11-12-18\_\_\_\_  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_  
Authorized Signature

\_\_\_\_  
Date

**IMPORTANT!**

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

## Training Plan and Budget For Vision Electric 260F Project #1

The following Training Plan reflects the expected training activities for Vision Electric. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Vision Electric staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
<b>I. Job Skill Training</b>	<b>20,000</b>	<b>20,000</b>
<b>Electrical Training – Upskilling helpers with Electrical training, to become electricians</b>		
<b>II. Management/Supervisory Skills</b>	<b>9,650</b>	<b>552</b>
<b>EOS Leader Training</b>		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 4,448</b>	<b>\$4,448</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$34,098</b>	<b>\$25,000</b>

The training began May 25, 2018 with completion anticipated by May 22, 2020. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 12 unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.

## **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Vision Electric, Bondurant, IA, (the "Employer" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

### **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;

(B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the 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 Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

(C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; PROJECT EVALUATION; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Economic Development Authority, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Iowa Economic Development Authority. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out



by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Iowa Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Iowa Economic Development Authority within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Economic Development Authority (EDA). Funds awarded by EDA shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000 is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Iowa Economic Development Authority, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

## **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to ensure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to ensure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall ensure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

(G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.

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

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6 %. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Iowa Economic Development Authority for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

*Des Moines Area Community College,*  
Community College: 1111 E Army Post Rd. Des Moines, IA 50315

*Vision Electric,*  
Employer: 3400 Henry St. Bondurant, IA 50035

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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.

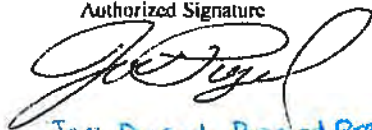
Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Community College

Des Moines Area Community College

Authorized Signature



Joe Puget, Board President

Type Name And Title

2006 South Ankeny Blvd  
Ankeny, IA 50023

Address

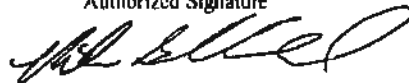
Date

11-12-18

Employer

Vision Electric

Authorized Signature



Type Name And Title

Michael Blanchard - Owner

Address

3300 Henry St SW #5  
Bondurant, IA 50035

Date

9-28-18

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Global Source Distribution, LLC. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Global Source Distribution, LLC." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND GLOBAL SOURCE DISTRIBUTION, LLC.**

**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 (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with Global Source Distribution, LLC (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 train 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 allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$20,000; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, 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 Contract, to provide the Project for the Company;

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

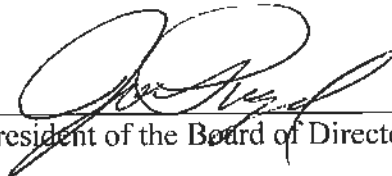
Section 1. That the Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.



Section 2. 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 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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


ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

## Training Plan and Budget For Global Source Distribution, LLC WTED Project 2

The following Training Plan reflects the expected training activities for Global Source Distribution, LLC. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Global Source Distribution staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>	<b>0</b>	<b>0</b>
<b>II. Management/Supervisory Skills</b>	<b>23,500</b>	<b>16,475</b>
GSD plans to develop company leaders by providing training on various leadership topics along with providing one-on-one consulting for supervisors.		
GSD will also continue their work on internal communication and teamwork with the entire staff.		
Training may be completed by DMACC and/or other vendors in the form of classes, seminars, workshops, consulting or conferences.		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 3,525</b>	<b>\$3,525</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$27,025</b>	<b>\$20,000</b>

The training began October 1, 2018 with completion anticipated by September 30, 2019. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 4 unduplicated employees and will show, at the completion of the contract, \$7,025 in-kind cash match. This match will be linked to the training as outlined in this plan.

# **WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT**

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and Global Source Distribution, LLC, Urbandale, Iowa, (the "Business" and its location), is  
entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$20,000, (the "Project Award") is issued by DMAACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Business under this Contract.



Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Global Source Distribution</u>
	<u>11388 Aurora Ave.</u>
	<u>Urbandale, IA 50322</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

  
Joe Puzel, Board President

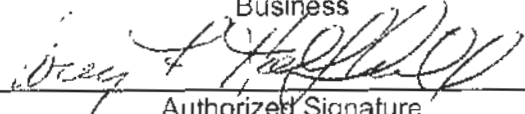
Global Source Distribution, LLC

Business

Authorized Signature

Corey F Halfhill - President

Type Name and Title



Corey.h@centraliowaecigs.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

11-12-18

Date

11338 Aurora Ave.

Urbandale, IA 50322

Address

10/3/2018

Date

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and GTG Construction, L.L.C. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and GTG Construction, L.L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND GTG CONSTRUCTION, L.L.C.**

**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 (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with GTG Construction, L.L.C. (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 train 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 allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$20,000; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, 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 Contract, to provide the Project 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 Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. 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 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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

ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **Training Plan and Budget For GTG Construction, LLC WTED Project 1**

The following Training Plan reflects the expected training activities for GTG Construction, LLC. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by GTG Construction staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>	<b>23,500</b>	<b>16,475</b>
GTG Construction plans to develop company leaders by providing training on various sales topics along with providing one-on-one consulting for staff.		
Training may be completed by DMACC and/or other vendors in the form of classes, seminars, workshops, consulting or conferences.		
<b>II. Management/Supervisory Skills</b>	<b>0</b>	<b>0</b>
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 3,525</b>	<b>\$3,525</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$27,025</b>	<b>\$20,000</b>

The training began September 25, 2018 with completion anticipated by September 24, 2019. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 2 unduplicated employees and will show, at the completion of the contract, \$7,025 in-kind cash match. This match will be linked to the training as outlined in this plan.



# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and GTG Construction, LLC, Johnston, Iowa, (the "Business" and its location), is entered into  
under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$20,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. **Events of Default.** Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>GTG Construction, LLC</u>
	<u>6505 Merle Hay Rd.</u>
	<u>Johnston, IA 50131</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the

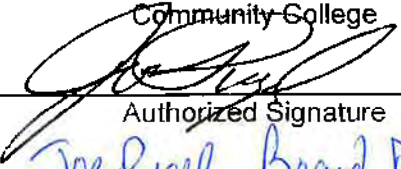
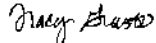
Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

<u>Des Moines Area Community College</u>	<u>GTG Construction, LLC</u>
<u>Community College</u>	<u>Business</u>
	
<u>Authorized Signature</u>	<u>Authorized Signature</u>
<u>Joe Fusell, Board President</u>	<u>Tracy Grasso – Owner GTG Construction LLC</u>
<u>Type Name and Title</u>	<u>Type Name and Title</u>
<u>2006 South Ankeny Blvd.</u>	<u>6505 Merle Hay Rd.</u>
<u>Ankeny, IA 50023</u>	<u>Johnston, IA 50131</u>
<u>Address</u>	<u>Address</u>
<u>11-12-18</u>	<u>10/02/2018</u>
<u>Date</u>	<u>Date</u>

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Iowa Property Exchange, L.L.C. d/b/a IPE1031. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Iowa Property Exchange, L.L.C. d/b/a IPE1031." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA PROPERTY EXCHANGE, L.L.C. D/B/A IPE1031.**

**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 (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with Iowa Property Exchange, L.L.C. d/b/a IPE1031 (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 train 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 allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$5,175; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, 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 Contract, to provide the Project 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 Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. 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 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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

ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **Training Plan and Budget For IPE1031 LLC WTED Project 4**

The following Training Plan reflects the expected training activities for IPE 1031. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by IPE 1031 staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>		
<b>II. Management/Supervisory Skills</b>	<b>\$6,000</b>	<b>\$4,275</b>
HR and Business Coaching for leadership and employees		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 900</b>	<b>\$900</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$6,900</b>	<b>\$5,175</b>

The training began 9/10/18 with completion anticipated by 9/9/19. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 4 unduplicated employees and will show, at the completion of the contract, \$1725 in cash match. This match will be linked to the training as outlined in this plan.

# **WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT**

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and Iowa Property Exchange LLC dba IPF1031, West Des Moines, Iowa, (the "Business" and its location),  
is entered into under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$5,175, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

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Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Business under this Contract.



Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Type Name and Title

Joe Ruess, Board President

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Date

11-12-18

Iowa Property Exchange LLC dba IPE1031

Business

Authorized Signature

Kathleen Brown, Vice President

Type Name and Title

kbrown@ipe1031.com

Email Address

6150 Village View Drive, Suite 113

West Des Moines, IA 50266

Address

Date

10/3/18

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Perficut Companies, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Perficut Companies, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND PERFICUT COMPANIES, INC.**

**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 (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with Perficut Companies, 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 train 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 allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$5,153; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, 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 Contract, to provide the Project for the Company;

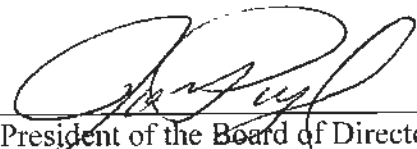
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. 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 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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


ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

## Training Plan and Budget For Perficut WTED Project 4

The following Training Plan reflects the expected training activities for Perficut. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Perficut staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>	<b>\$4,075</b>	<b>\$2,356</b>
First Aid		
OSHA 10		
Forklift Drive		
<b>II. Management/Supervisory</b>		
Emerging Leader Series	<b>\$1,900</b>	<b>\$1,900</b>
<b>IV. Administrative Costs</b>	<b>\$ 897</b>	<b>\$897</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$6,872</b>	<b>\$5,153</b>

The training began 9/7/18 with completion anticipated by 9/6/19. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 21 unduplicated employees and will show, at the completion of the contract, \$1,718 in cash match. This match will be linked to the training as outlined in this plan.

# **WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT**

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and Perficut Inc., Des Moines, Iowa, (the "Business" and its location), is entered into under  
the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.



- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$5,153, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Perficut, Inc.</u>
	<u>6550 NE 14<sup>th</sup> Street</u>
	<u>Des Moines, IA 50313</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the

Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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 7.5. If any provision of this Contract, 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College



Authorized Signature

Joe Pugh, Board President

Type Name and Title

Perficut, Inc.  
Business



Authorized Signature

Julie Kernes, Training Specialist  
Type Name and Title

jkernes@perficut.com  
Email Address

2006 South Ankeny Blvd.

6550 NE 14<sup>th</sup> Street

Ankeny, IA 50023  
Address

Des Moines, IA 50313  
Address

11-12-18

Date

9/24/18  
Date

Ames, Iowa  
November 12, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of November, 2018, at 4:00 p.m., at the DMACC Career Academy, 1420 South Bell Avenue, Ames, Iowa 50010. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Tyson Fresh Meats, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Workforce Training and Economic Development Training Contract between the College and Tyson Fresh Meats, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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 WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND TYSON FRESH MEATS, INC.**

**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 (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

**WHEREAS**, the College has undertaken negotiations with respect to a jobs training program with Tyson Fresh Meats, 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 train 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 allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$20,000; and

**WHEREAS**, the Company has represented that the Project meets the criteria established by the Act and the Iowa Economic Development Authority for funding; and

**WHEREAS**, a Workforce Training and Economic Development Training Contract, 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 Contract, to provide the Project 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 Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Workforce Training and Economic Development Training Contract, 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 Workforce Training and Economic Development Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.




Section 2. 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 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of November, 2018.

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

ATTEST:

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

STATE OF IOWA                    )  
  ) ss  
COUNTY OF STORY                )

I, Carolyn Farlow, 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 November 12, 2018, 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 facc 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 proccedings 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 bc stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existencce 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 12th day of November, 2018.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **Training Plan and Budget For WTED-1 Project Tyson Foods, Inc.**

The following Training Plan reflects the expected training activities for Tyson Foods, Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Tyson Foods, Inc. staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>	<b>\$52,666</b>	<b>\$16,475</b>
Machine Print Reading		
Machine Shop Measuring		
Hand & Bench Machine Tools		
DC & AC Fundamentals		
Motor Controls		
PLCs Basics and Troubleshooting		
Hydraulics/Pneumatics		
Hydraulics/Pneumatics Lab		
Mechanical Power Transmission		
Pump Overhaul & Repair		
Troubleshooting		
<b>II. Management/Supervisory Skills</b>	<b>\$0</b>	<b>\$0</b>
<b>III. Materials and Supplies</b>	<b>\$0</b>	<b>\$0</b>
The company will pay for materials needed for training identified in the Job Skills section.		
<b>IV. Administrative Costs</b>	<b>\$ 3,525</b>	<b>\$3,525</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$56,191</b>	<b>\$20,000</b>

The training began \_8/21/18\_ with completion anticipated by \_8/20/2019\_. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least \_7\_ unduplicated employees and will show, at the completion of the contract, \$36,241 in cash match. This match will be linked to the training as outlined in this plan.

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_  
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),  
and Tyson Fresh Meats, Inc, Perry, Iowa, (the "Business" and its location), is entered into  
under the following circumstances:

- A. Pursuant to Chapter 260C.18A (the "Act"), the Community College enters into this Contract with the Business for purposes of establishing a training program to educate and train certain persons with the the Business.
- B. The Community College and the Business each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Business.

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

## ARTICLE I REPRESENTATIONS

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products or conducting research and development, or provides services and has customers outside of Iowa.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College on behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved Application.

Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.

Section 2.4. The Business agrees to complete a Performance Report in a form reasonably acceptable to the Business, at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by

mutual agreement of the parties. In any event, the Business shall pay all administrative costs associated with this Project which have been incurred by the Community College as set forth in the Application.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project.

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$20,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. Business shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Business, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program with notice to and consent of the Business.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved in writing by the Community College, and the Business.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Business shall comply with all applicable federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business shall insure, to the extent commercially reasonable, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall not receive the reimbursable project funds.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall not receive the reimbursable project funds.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), if applicable, the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. If applicable, the Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. If applicable, the Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.

Section 6.5. Whenever an event of default has occurred and is continuing, the 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 the Business under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and



shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the 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 6.7. In the event any agreement contained in this Contract 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 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

## **ARTICLE VII MISCELLANEOUS**

Section 7.1. All notices, 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:	<u>Des Moines Area Community College</u>	
	<u>2006 South Ankeny Boulevard</u>	
	<u>Ankeny, IA 50023</u>	
Business:	<u>Tyson Fresh Meats, Inc.</u>	<u>with copy to: Tyson Foods, Inc.</u>
	<u>Attn: Daniel Moreno</u>	<u>Attn: Law Department</u>
	<u>800 Stevens Port Drive</u>	<u>2200 W. Don Tyson Pkwy</u>
	<u>Dakota Dunes, SD 57049</u>	<u>Springdale, AR 72762</u>

The Business and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract 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 either Party or the party's Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of either Party contained in this Contract.

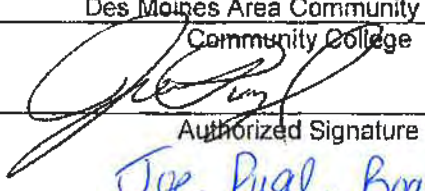
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract 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.

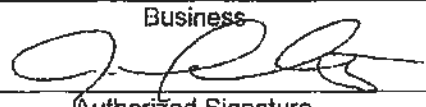
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 illegality of 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 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College  
  
Authorized Signature  
Joe Pugh, Board President  
Type Name and Title

2006 South Ankeny Blvd.  
Ankeny, IA 50023  
Address  
11-12-18  
Date

Tyson Fresh Meats, Inc.  
Business  
  
Authorized Signature  
Jim Schmitz  
Type Name and Title  
jim.schmitz@tyson.com  
Email Address  
800 Stevens Point Dr  
Dakota Dunes, SD 57049  
Address  
9-17-18  
Date

NOTE: This Document Is For Planning Purposes Only and Is Subject To Change

#13

Sources of Funds:		Sources / Uses		Total
		Other Sources	Plant Fund	
Plant Fund:				
1	Property Tax **		91,900,204	91,900,204
2	Interest on investments	46,705		46,705
Government:				
3	Additional State Aid Appropriation		2,568,570	2,568,570
4	ACE Infrastructure funds	4,000,000		4,000,000
5	Operating Lease - Ankeny Schools/Pool(estimated)	2,178,372		2,178,372
6	City of Newton - Maytag Campus Reimb.	401,600		401,600
7	Mid-American Rebate Program - Bldg. 5	475,655		475,655
8	Borrowing Proceeds		73,518,660	73,518,660
9	Donations/Gifts in kind	17,913,414		17,913,414
10	Story County Schools - 28E Contribution	160,000		160,000
11	Jasper County Schools - 28E Contribution	212,500		212,500
Transfers:				
12	Fund 1 - Utilities **	16,105,326		16,105,326
13	Fund 3 - Boone Housing	532,400		532,400
14	Fund 3 - Boone Housing/Debt Service	4,689,682		4,689,682
15	Fund 3 - Trail Point Operations	6,700,000		6,700,000
16	Fund 1 - Operational Surplus	4,500,000		4,500,000
17	Various Departments	1,011,363		1,011,363
18	Other revenue	1,100,178		1,100,178
19	Total Sources	60,027,195	167,987,434	228,014,629
Uses of Funds:				228,014,629
Debt Service:				
20	Principal & Interest	4,694,974	66,713,100	71,408,074
Annual Allocations:				
21	Utilities **	16,175,219		16,175,219
22	District - Capital renewal **		16,550,660	16,550,660
23	District - Technology Upgrades/Equipment **		14,517,520	14,517,520
24	Administration **		3,968,803	3,968,803
25	Completed Projects (Page 2, Line 15):	10,479,345	46,897,373	57,376,718
Projects Under Construction:				
26	Ankeny-Future B13 Project	2,000,000	12,122,085	14,122,085
27	Ankeny-Siemans Automation Project	475,655		475,655
28	Ankeny-Trail Point Child Watch Expansion		20,415	20,415
29	Ankeny-Oralabor Rd Project		259,085	259,085
30	Boone-Athletic Addition		4,000,000	4,000,000
31	District - Ad Astra Proj/Misc		26,392	26,392
32	Newton-Maytag Campus Maintenance	542,681	1,000,000	1,542,681
33	Southridge - New Space Design	168,151	113,486	281,637
34	Urban-Evelyn Davis Bldg		900,000	900,000
35	Urban-Student Center	1,100,000	23,147,532	24,247,532
36	Unencumbered funds	24,391,170	(20,029,614)	4,361,556
37	Total Uses	60,027,195	170,206,837	230,234,032
38	Excess (deficit)	-	(2,219,403)	(2,219,403)
39	Beginning Fund Balance	-	2,219,403	2,219,403
40	Ending Fund Balance	-	-	-

	Other Sources	Plant Fund	Total
<b>Completed Projects:</b>			
1 Ankeny - Culinary Expansion Bldg 7 (\$6,976,717)	1,301,361	3,875,512	5,176,873
2 Ankeny - Board Room Remodel (\$167,265)		77,654	77,654
3 Ankeny - Outdoor Sport Court (\$74,524)		12,527	12,527
4 Ankeny - Road Project		337	337
5 Ankeny - Bldg 5 Dept Moves		325,846	325,846
6 Ankeny - Bldg 5 Student Center/Trail Point(\$45,170,376)		41,448,437	41,448,437
7 Boone - Civil Engineering Expansion (\$2,055,909)	564,444	1,000,000	1,564,444
8 <u>Carroll -</u>			
9 <u>District -</u>			
10 Newton - Maytag Campus Acquisition	8,613,540	157,060	8,770,600
11 <u>Perry -</u>			
12 <u>Story County -</u>			
13 <u>Evelyn Davis Center -</u>			
14 <u>Southridge Center -</u>			
15 <u>Urban -</u>			
16 <u>West -</u>			
17 <b>Total Completed Projects to Page 1, Line 24</b>	<u>10,479,345</u>	<u>46,897,373</u>	<u>57,376,718</u>



# Des Moines Area Community College



**FINANCIAL STATEMENTS  
FOR OCTOBER 31, 2018  
AND THE FOUR MONTHS THEN ENDED**

## **DMACC Fund Descriptions**

### **Fund 1 – General Unrestricted Fund**

This fund is used to account for the general operations of the College. These funds are available for any legally authorized purpose and are, therefore, used to account for all revenue and expenditures for activities not provided for in other funds. The organizational units to be financed through this fund are those which are generally directly concerned with the operation and support of the educational programs of the College as a whole.

### **Fund 2 – General Restricted Fund**

This fund is used to account for resources that are available for the operation and support of the educational programs, but are restricted as to their use by outside agencies or donors.

### **Fund 3 – Auxiliary Fund**

These funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to provide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the educational and general objectives of the College.

### **Fund 4 – Agency Fund**

This fund is used to account for assets held by the College as custodian or fiscal agent for others.

### **Fund 5 – Scholarship Fund**

This fund accounts for the receipt and disbursement of scholarship awards to students, primarily PELL grants.

### **Fund 6 – Loan Fund**

This fund accounts for the receipt and disbursement of funds relating to student loans.

### **Fund 7 – Plant Fund**

This fund is used to account for transactions relating to investment in College properties. They include amounts which have been appropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the administration of the physical plant.

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
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**FINANCIAL STATEMENTS & ATTACHMENTS:**

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| 2 | Statement of Revenue, Expenditures & Changes in Fund Balance |
| 3 | Cash in Banks and Investments                                |
| 4 | Budget/Actual Report - All Funds                             |
| 5 | Fund 1 Revenue Comparison & Fund 1 Expense Comparison        |

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.



**Ben Voaklander, Controller**

**Des Moines Area Community College**  
**Balance Sheet**  
**October 31, 2018**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	17,688,092	\$ 49,077,330	\$ 4,360,167	\$ 3,203,300	\$ 82,181	\$ 1,814	\$ 1,446,708	\$ 75,859,592
Accounts Receivable	13,930,401	40,338,736	88,832	10,248	2,071	-	73,106	54,443,394
Student Loans	-	-	-	-	-	68,557	-	68,557
Deposits & Prepaid Expenses	(10,252)	-	-	-	-	-	-	(10,252)
Inventories	34,952	-	234,521	-	-	-	-	269,473
Total Current Assets	31,643,193	89,416,066	4,683,520	3,213,548	84,252	70,371	1,519,814	130,630,764
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	220,227,819	220,227,819
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	18,649,439	18,649,439
Accumulated Depreciation	-	-	-	-	-	-	(83,998,937)	(83,998,937)
Total Fixed Assets	-	-	-	-	-	-	154,878,321	154,878,321
<b>TOTAL ASSETS</b>	<b>\$ 31,643,193</b>	<b>\$ 89,416,066</b>	<b>\$ 4,683,520</b>	<b>\$ 3,213,548</b>	<b>\$ 84,252</b>	<b>\$ 70,371</b>	<b>\$ 156,398,135</b>	<b>\$ 285,509,085</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 2,104,209	\$ 2,326,462	\$ 100,048	\$ 7,269	\$ -	\$ -	\$ 78,904	\$ 4,616,892
Long Term Liabilities	1,484,500	2,873,600	50,500	-	-	-	1,575,937	5,984,537
Certificates/Bonds Payable	-	47,735,000	-	-	-	-	24,890,000	72,625,000
Health & Dental Liabilities	-	5,485,514	-	-	-	-	-	5,485,514
Deferred Revenue	14,667,254	29,908,214	500	-	-	-	-	44,575,968
Deposits Held in Custody for Others	19,127	-	-	3,206,279	-	-	-	3,225,406
Total Liabilities	18,275,090	88,328,790	151,048	3,213,548	-	-	26,544,841	136,513,317
<b>Fund Balance:</b>								
Unrestricted	13,368,103	-	4,532,472	-	-	-	-	17,900,575
Restricted-Specific Purposes	-	1,087,276	-	-	84,252	70,371	(135,027)	1,106,872
Net Investment in Plant	-	-	-	-	-	-	129,988,321	129,988,321
Total Fund Balance	13,368,103	1,087,276	4,532,472	-	84,252	70,371	129,853,294	148,995,768
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 31,643,193</b>	<b>\$ 89,416,066</b>	<b>\$ 4,683,520</b>	<b>\$ 3,213,548</b>	<b>\$ 84,252</b>	<b>\$ 70,371</b>	<b>\$ 156,398,135</b>	<b>\$ 285,509,085</b>



**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Four Months Ended October 31, 2018**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 18,646,123	\$ 297,691	\$ 241,636	\$ 159,230	\$ -	\$ -	\$ -	\$ 19,344,680
Local Support (Property Taxes)	3,899,306	5,578,200	-	-	-	-	3,907,508	13,385,014
State Support	11,432,272	3,527,754	-	-	-	-	400,000	15,360,026
Federal Support	2,170	491,859	(2,025)	636,225	7,948,710	-	-	9,076,939
Sales and Services	139,274	5,933	893,563	14,719	-	-	10,655	1,064,144
Training Revenue / ACE	-	4,536,339	-	-	-	-	-	4,536,339
Other Income	1,013,756	608,634	940,568	512,490	-	-	645,447	3,720,895
<b>Total Revenue</b>	<b>35,132,900</b>	<b>15,046,410</b>	<b>2,073,742</b>	<b>1,322,664</b>	<b>7,948,710</b>	<b>-</b>	<b>4,963,610</b>	<b>66,488,036</b>
<b>Transfers In - General</b>	<b>1,434,430</b>	<b>-</b>	<b>118,526</b>	<b>112,080</b>	<b>137,500</b>	<b>5,000</b>	<b>1,184,552</b>	<b>2,992,088</b>
<b>Total Revenue and Transfers In</b>	<b>\$ 36,567,330</b>	<b>\$ 15,046,410</b>	<b>\$ 2,192,268</b>	<b>\$ 1,434,744</b>	<b>\$ 8,086,210</b>	<b>\$ 5,000</b>	<b>\$ 6,148,162</b>	<b>\$ 69,480,124</b>
<b>Expenditures:</b>								
Instruction	\$ 17,096,429	\$ 4,724,355	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,820,784
Academic Support	4,667,938	-	-	-	-	-	-	4,667,938
Student Services	3,815,323	209,212	-	-	-	-	-	4,024,535
Institutional Support	5,277,179	3,071,363	-	-	-	-	-	8,348,542
Operation and Maintenance of Plant	3,107,366	5,215,062	-	-	-	-	-	8,322,428
Auxiliary Enterprise Expenditures	-	-	2,056,471	-	-	-	-	2,056,471
Scholarship Expense	-	-	-	-	8,356,907	-	-	8,356,907
Loan Fund Expense	-	-	-	-	-	(1,506)	-	(1,506)
Plant Fund Expense	-	-	-	-	-	-	2,955,459	2,955,459
Agency Fund Expense	-	-	-	442,151	-	-	-	442,151
<b>Total Expenditures</b>	<b>33,964,235</b>	<b>13,219,992</b>	<b>2,056,471</b>	<b>442,151</b>	<b>8,356,907</b>	<b>(1,506)</b>	<b>2,955,459</b>	<b>60,993,709</b>
<b>Transfers Out - General</b>	<b>872,093</b>	<b>1,631,205</b>	<b>391,959</b>	<b>96,831</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,992,088</b>
<b>Total Expenditures and Transfers Out</b>	<b>34,836,328</b>	<b>14,851,197</b>	<b>2,448,430</b>	<b>538,982</b>	<b>8,356,907</b>	<b>(1,506)</b>	<b>2,955,459</b>	<b>63,985,797</b>
<b>Net Increase (Decrease) for the Period</b>	<b>1,731,002</b>	<b>195,213</b>	<b>(256,162)</b>	<b>895,762</b>	<b>(270,697)</b>	<b>6,506</b>	<b>3,192,703</b>	<b>5,494,327</b>
<b>Fund Balance at Beginning of Year</b>	<b>11,637,101</b>	<b>892,063</b>	<b>4,788,634</b>	<b>1,520,962</b>	<b>354,949</b>	<b>63,865</b>	<b>126,660,591</b>	<b>145,918,165</b>
<b>Fund Balance at End of Period</b>	<b>\$ 13,368,103</b>	<b>\$ 1,087,276</b>	<b>\$ 4,532,472</b>	<b>\$ 2,416,724</b>	<b>\$ 84,252</b>	<b>\$ 70,371</b>	<b>\$ 129,853,294</b>	<b>\$ 151,412,492</b>

**DES MOINES AREA COMMUNITY COLLEGE**  
**INVESTMENT RECAP**  
**October 31, 2018**

**DEPOSITORY ACCOUNTS**

Bankers Trust	\$	15,852,058	1.34%	Money Market
United Bank of Iowa	\$	3,000,000	1.35%	Money Market
Various Checking Accounts	\$	205,994	0.85%	Checking Accounts
Wells Fargo Bank - Ankeny	\$	-	0.00%	Money Market
Sub Total	\$	19,058,052		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank Iowa		\$ 7,071,157	1.69%	Investment Account
Bank of the West		\$ 551,682	1.25%	Checking Accounts
Lincoln Savings Bank	December 13, 2017	\$ 1,000,000	1.90%	December 13, 2018
Lincoln Savings Bank	December 13, 2017	\$ 1,000,000	2.17%	December 13, 2019
MetaBank	May 30, 2018	\$ 1,000,000	2.40%	May 30, 2019
West Bank		\$ 59,159	0.20%	Investment Account
Wells Fargo		\$ 4,523,446	1.25%	Investment Account
Sub Total		\$ 15,205,444		

					<u>Calculated</u>
					<u>Term</u>
					<u>Months</u>
<b>ISJIT INVESTMENTS</b>					
Bank Iowa	March 8, 2018	\$ 1,100,000	2.31%	May 24, 2019	14.7
Bank Iowa	March 8, 2018	\$ 1,500,000	2.31%	May 24, 2019	14.7
Bankers Trust	August 27, 2018	\$ 2,000,000	2.65%	February 28, 2020	18.3
City State Bank - Madrid	February 27, 2017	\$ 1,000,000	1.62%	February 27, 2019	24.3
City State Bank - Madrid	February 16, 2018	\$ 2,500,000	2.05%	February 19, 2019	12.3
Collins Credit Union (Collateralized)	June 30, 2016	\$ 4,000,000	1.54%	January 16, 2019	31.0
Great Western Bank	September 12, 2018	\$ 1,000,000	2.50%	May 15, 2019	8.2
U of I Credit Union (Collateralized)		\$ 20,026,512	2.42%	Money Market	
Bankers Trust - Des Moines Money Market		\$ 1,500,878	1.32%	Money Market	
ISJIT Diversified Fund		\$ 6,968,706	1.88%	Money Market	
Total ISJIT Investments		\$ 41,596,096			
Grand Total of Investments		\$ 75,859,592			
Grand Total Weighted Average of Investments			1.89%		

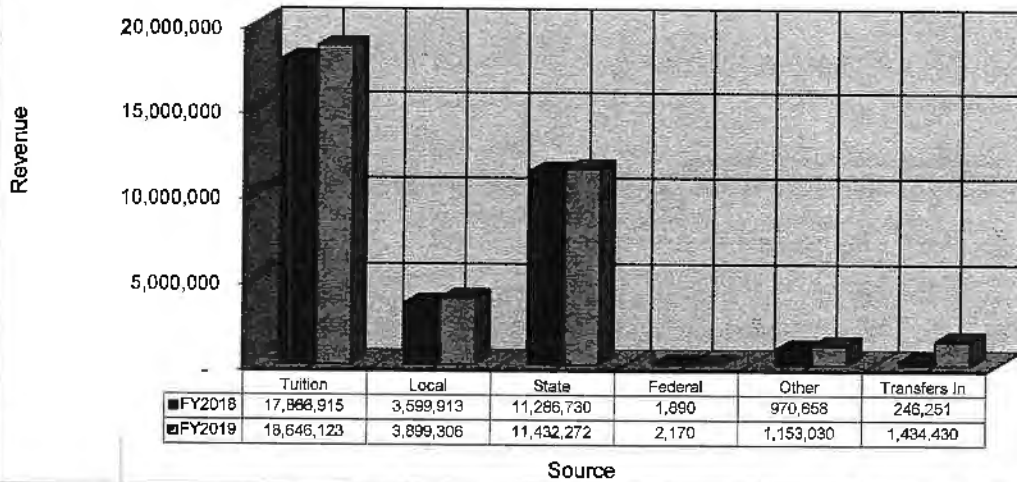
Callable Feature \*

**Des Moines Area Community College  
Fiscal Year Ending June 30, 2019 Budget Report  
Summary by Fund (All Funds)  
For the Four Months Ended October 31, 2018**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 109,205,090	\$ 110,975,335	\$ 36,567,330		\$ 74,408,005
Restricted Current	2	52,842,083	53,127,083	15,046,410		38,080,673
Auxiliary	3	6,552,776	7,004,916	2,192,268		4,812,648
Agency	4	703,917	703,917	1,434,744		(730,827)
Scholarship	5	18,299,154	18,299,154	8,086,210		10,212,944
Loan	6	5,000	5,000	5,000		-
Plant	7	<u>38,507,025</u>	<u>37,707,025</u>	<u>6,148,162</u>		<u>31,558,863</u>
<b>Total Revenue</b>		<u>\$ 226,115,045</u>	<u>\$ 227,822,430</u>	<u>\$ 69,480,124</u>		<u>\$ 158,342,306</u>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 109,241,917	\$ 110,343,076	\$ 34,836,328	\$ 41,005,383	\$ 34,501,365
Restricted Current	2	51,611,743	52,059,300	14,851,197	5,578,203	31,629,900
Auxiliary	3	6,413,427	6,525,867	2,448,430	1,449,819	2,627,618
Agency	4	670,542	670,542	538,982	24,353	107,207
Scholarship	5	18,394,154	18,382,154	8,356,907		10,025,247
Loan	6	5,000	5,000	(1,506)		6,506
Plant	7	<u>35,328,336</u>	<u>34,951,891</u>	<u>2,955,459</u>	<u>1,429,144</u>	<u>30,567,288</u>
<b>Total Expenditures</b>		<u>\$ 221,665,119</u>	<u>\$ 222,937,830</u>	<u>\$ 63,985,797</u>	<u>\$ 49,486,902</u>	<u>\$ 109,465,131</u>

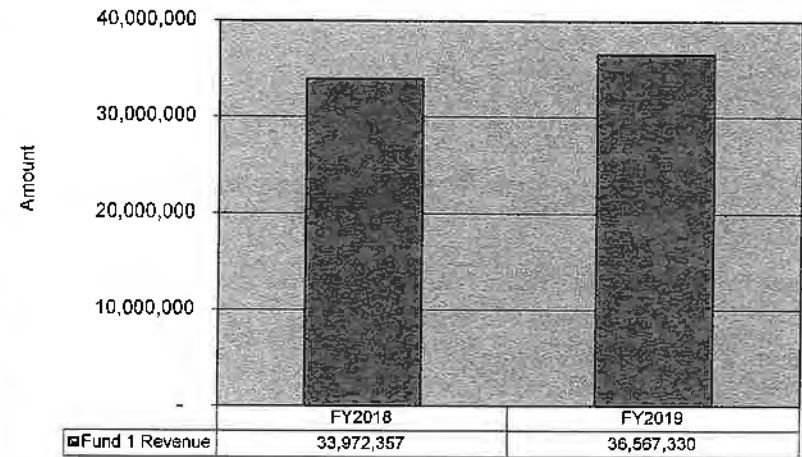
**Des Moines Area Community College**  
**Revenue/Expense Comparison With Prior Year**  
**For the Four Months Ended October 31, 2018**

**Fund 1 Revenue**  
**October 31, 2018**

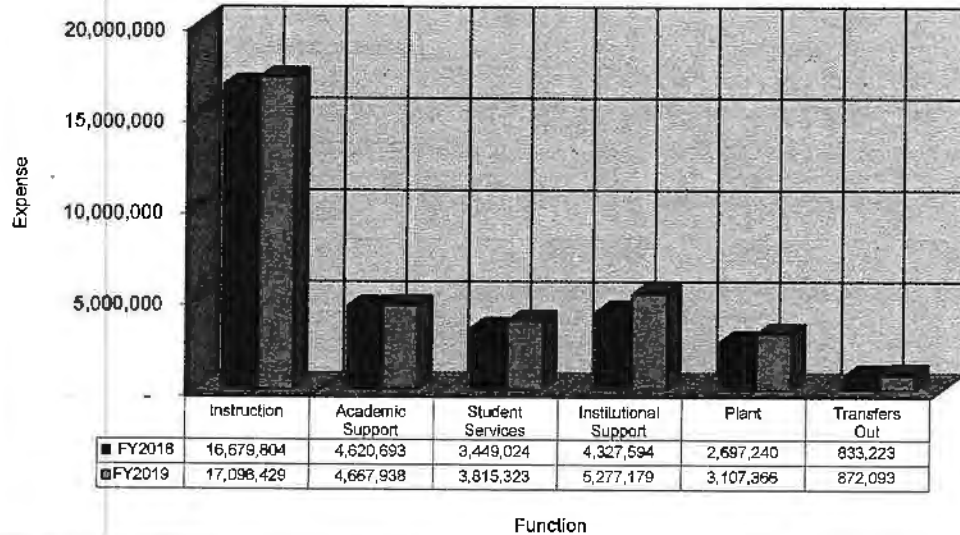


Tuition Increase	4.36%
Overall Increase	7.64%

**Fund 1 Revenue**  
**October 31, 2018**



**Fund 1 Expense Comparison by Function**  
**October 31, 2018**



Overall Increase	6.84%
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**Fund 1 Expense**  
**October 31, 2018**

