Des Moines Area Community College

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Board of Directors Meeting Minutes

6-11-2018

Board of Directors Meeting Minutes (June 11, 2018)

DMACC

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Board of Directors Des Moines Area Community College

Regular Board Meeting June 11, 2018 – 4:00 p.m.

DMACC Urban Campus; Building 1, Rooms 124-126 1100 7th Street, Des Moines, Iowa

AGENDA

- 1. Call to order.
- 2. Roll call.
- 3. Consideration of tentative agenda.
- 4. Public comments.
- 5. Presentations: Anne Howsare Boyens; Provost, Urban Campus

LINC Presentation: Nicole Kalkwarf

Kim Didier; Executive Director, DMACC Business Resources

- 6. <u>Consent Items</u>.
 - a. Consideration of minutes from April 30, 2018 Special Board Meeting and May 7, 2018
 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
- 7. Board Report 18-026. Student Activities Council (SAC) Budgets for FY2019.
- 8. <u>Board Report 18-027</u>. Amendment to the DMACC Tuition and Fee Schedule.
- 9. <u>Board Report 18-028</u>. Revision of the Des Moines Area Community College Quality Faculty Plan.
- 10. <u>Board Report 18-029</u>. Consideration to renew membership dues to the Association of Community College Trustees (ACCT).
- 11. <u>Board Report 18-030</u>. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Iowa Network Services dba Aureon**, **West Des Moines**, **Project #2**.

- 12. <u>Board Report 18-031</u>. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Broker Dealer Financial Services**, **West Des Moines**, **Project #2**.
- 13. <u>Board Report 18-032</u>. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Precision Pulley & Idler**, **Inc.**, **Pella**, **Project #9**.
- 14. <u>Board Report 18-033.</u> 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 **3M Abrasive Systems Division**, **Ames**, **Project #4**.
- 15. <u>Board Report 18-034.</u> 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 **Keystone Electric**, **Des Moines**, **Project #1**.
- 16. Presentation of Financial Report.
- 17. President's Report.
- 18. Campus Updates.
- 19. Committee Reports.
- 20. Board Members' Reports.
- 21. Information Items:
 - ➤ June 21 DMACC Foundation CEO Golf Invitational
 - July 4 Holiday; All campuses closed
 - July 9— Board meeting, Ankeny; 4:00 p.m.
 - July 18-20 IACCT Conference hosted by North Iowa Area Community College
- 22. Closed Session.
- 23. <u>Board Report 18-035.</u> Consideration of Collective Bargaining Agreement with the Des Moines Area Community College Educational Service Association for July 1, 2018 June 30, 2021.
- 24. <u>Board Report 18-036.</u> Consideration of Collective Bargaining Agreement with the Des Moines Area Community College Higher Educational Association for July 1, 2018 June 30, 2021.
- 25. <u>Board Report 18-037.</u> Consideration of Administrative/Professional, Confidential Clerical, IES Administrative/Professional, IES Administrative Support and Trail Point Support Pay Rates.
- 26. Board Report 18-038. Consideration of Temporary, Adjunct, and Student Pay Rates.
- 27. Adjourn.

Board of Directors Des Moines Area Community College

REGULAR BOARD MEETING

June 11, 2018

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Urban Campus on June 11, 2018. Board Chair Joe

Pugel called the meeting to order at 4:00 p.m.

ROLL CALL Members present: Fred Buie, Kevin Halterman, Denny Presnall, Joe Pugel,

Madelyn Tursi.

Members absent: Felix Gallagher, Fred Greiner, Jim Knott, Cheryl Langston.

Others present: Robert Denson, President; Carolyn Farlow, Board Secretary;

Joe DeHart, Board Treasurer, faculty and staff.

CONSIDERATION OF

AGENDA

Tursi moved; seconded by Halterman to approve the agenda as presented. Motion passed unanimously. Aye-Buie, Halterman, Presnall, Pugel, Tursi.

PUBLIC COMMENTS

None.

Nay-none.

PRESENTATIONS

Anne Howsare Boyens, Provost of DMACC Urban Campus, welcomed everyone to the Urban campus. She provided information regarding diversity on the Urban campus, support services, student life activities and planning for new construction. Howsare-Boyens then introduced Shannon McGregor, who provided an overview of our ENG 145 course designed to provide additional support for those students who need it.

Nicole Kalkwarf, a member of our most recent LINC group, presented a summary of her project on using text messaging to reach our students.

Kim Didier, Executive Director of DMACC Business Resources, provided an overview of the master plan for the Green Space on our Newton campus.

CONSENT ITEMS

Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the April 30, 2018 Special Board Meeting and the May 7, 2018 Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).

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

APPROVE STUDENT
ACTIVITIES BUDGETS FOR
FY2019

<u>Board Report 18-026</u>. Presnall moved; seconded by Buie recommending that the Board accept the Student Activities Council (SAC) budgets for FY 2019 as proposed.

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

AMENDING THE APPROVED TUITION AND FEE SCHEDULE

<u>Board Report 18-027</u>. Tursi moved; seconded by Buie recommending that the Board adopt a resolution approving the amendment to the FY2019 Tuition and Fees Schedule.

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

REVISION OF THE DMACC QUALITY FACULTY PLAN

<u>Board Report 18-028</u>. Presnall moved; seconded by Tursi recommending that the Board approve the revised Quality Faculty Plan for FY2019.

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

APPROVE MEMBERSHIP DUES IN ACCT July 1, 2018-June 30, 2019 <u>Board Report 18-029.</u> Tursi moved; seconded by Buie recommending that the Board approve a motion renewing membership to the Association of Community College Trustees (ACCT) and authorizing payment of annual dues in the amount of \$7,228.

After some discussion, motion failed on a roll call vote. Aye-none. Nay-Buie, Halterman, Presnall, Pugel, Tursi.

APPROVE RETRAINING OR TRAINING AGREEMENTS

Halterman moved; seconded by Tursi to approve Items #11-14 as one consent item. Motion passed on a roll call vote. Aye-Buie, Halterman, Presnall, Pugel, Tursi. Nay-none.

Iowa Network Services dba Aureon, West Des Moines, Project #2 <u>Board Report 18-030</u>. Attachment #3. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Iowa Network Services dba Aureon**, **West Des Moines**, **Project #2**.

Broker Dealer Financial Services, West Des Moines, Project #2 <u>Board Report 18-031</u>. Attachment #4. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under Chapter 260F, Code of lowa, for Broker Dealer Financial Services, West Des Moines, Project #2.

Precision Pulley & Idler, Inc., Pella, Project #9 <u>Board Report 18-032</u>. Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Precision Pulley & Idler, Inc.**, **Pella, Project #9**.

3M Abrasive Systems Division, Ames, Project #4 <u>Board Report 18-033.</u> Attachment #6. 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 **3M Abrasive Systems Division, Ames, Project #4**.

Keystone Electric, Des Moines, Project #1 Board Report 18-034. Attachment #7. Halterman moved; seconded by Presnall recommending that the Board approve the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for Keystone Electric, Des Moines, Project #1.

Motion passed on a roll call vote. Aye-Halterman, Presnall, Pugel, Tursi. Nay-none. Abstain- Buie. Stan Jensen, Executive Vice President of College Operations, presented the May 2018 financial report as shown in Attachment #8 to these minutes. The following provided updates on activities and events at their campus/department: Joe DeHart, Drew Nelson and Jim Stick. Board President Joe Pugel reported that the President's Review Committee met earlier today to finalize the process of developing the FY19 evaluation matrix. Board Vice President Kevin Halterman reported that the Audit Committee met earlier today. He stated that the audit is in full swing and reminded all board members to complete a Conflict of Interest form. Buie moved; seconded by Tursi to hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in Section 20.17(3) of the Iowa Code. Motion passed on a roll call vote. Aye-Buie, Halterman, Presnall, Pugel, Tursi. Nay-none. The Board returned to open session at 5:56 p.m. An audio recording of the closed session has been filed by the Board Secretary. Board Report 18-035. Presnall moved; seconded by Tursi recommending that the Board approve the terms of the agreement. Motion passed on a roll call vote. Aye-Buie, Halterman, Presnall, Pugel, Tursi. Nay-none. JULY 1, 2018-JUNE 30, 2021 Board Report 18-036. Buie moved; seconded by Presnall recommending that the Board approve the terms of the agreement, subject to ratification by HEA. Motion passed on a roll call vote. Aye-Buie, Halterman, Presnall, Pugel,

CONSIDERATION OF COLLECTIVE BARGAINING AGREEMENT WITH HIGHER **EDUCATIONAL ASSOCIATION** (HEA) FOR JULY 1, 2018-JUNE 30, 2021

RETURN TO OPEN SESSION

CONSIDERATION OF COLLECTIVE BARGAINING

AGREEMENT WITH

EDUCATIONAL SERVICE ASSOCIATION (ESA) FOR

FINANCIAL REPORT

CAMPUS UPDATES

COMMITTEE REPORTS

CLOSED SESSION

Tursi. Nay-none.

ADMINISTRATIVE/ PROFESSIONAL, CONFIDENTIAL CLERICAL, IES ADMINISTRATIVE SUPPORT AND TRAIL POINT SUPPORT **PAY RATES**

Board Report 18-037. Tursi moved; seconded by Pugel recommending that the Board approve the proposed Administrative/Professional, Confidential Clerical, IES Administrative Support and Trail Point Support pay rates.

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

TEMPORARY, ADJUNCT AND STUDENT PAY RATES

<u>Board Report 18-038</u>. Halterman moved; seconded by Tursi recommending that the Board approve the proposed Temporary, Adjunct and Student pay rates.

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

ADJOURN

Tursi moved to adjourn; seconded by Pugel. Motion passed unanimously and at 6:03 p.m., Board Chair Joe Pugel adjourned the meeting. Aye-Buie, Halterman, Presnall, Pugel, Tursi. Nay-none.

JOE PUGEL, Board Chair

CAROLYN FARLOW, Board Secretary



BOARD REPORT

To the Board of Directors of Des Moines Area Community College Date:

June 11, 2018

Page:

<u>AGENDA ITEM</u>

Human Resources Report

BACKGROUND

I. **New Employee**

Replacement Position

1. Gordon, William

Instructor, Electronics Ankeny Campus 9 Month Position

Annual Salary: \$61,532 (FY 18 Salary)

Effective: August 20, 2018 **Continuing Contract**

2. Houk, Zach

Instructor, Accounting Ankeny Campus 9 Month Position

Annual Salary: \$59,964 (FY 18 Salary)

Effective: August 20, 2018 **Continuing Contract**

3. Jerome, Marilyn

Instructor, Psychology Ankeny Campus 9 Month Position

Annual Salary: \$67,805 (FY 18 Salary)

Effective: August 20, 2018 **Continuing Contract**

4. Kunkle, Ruth

Instructor, Correctional Education Program **Newton Correctional Facility** 12 Month Position Annual Salary: \$62,561 (FY 18 Salary)

Effective: May 29, 2018 **Continuing Contract**

5. Myers, Denise

Instructor, Correctional Education Program **Newton Correctional Facility** 12 Month Position Annual Salary: \$68,473 (FY 18 Salary)

Effective: July 2, 2018 **Continuing Contract**

6. Reyes, Brett

Instructor, Correctional Education Program **Newton Correctional Facility** 12 Month Position Annual Salary: \$59,604 (FY 18 Salary)

Effective: June 11, 2018 **Continuing Contract**

7. Vandenberg, Pamela

Instructor, Health Occupations Hunziker Center 9 Month Position

Annual Salary: \$64,669 (FY 18 Salary)

Effective: August 20, 2018 **Continuing Contract**

New Position

1. Hoffmann, Jeremy

Instructor, Cybersecurity **Ankeny Campus** 9 Month Position

Annual Salary: \$61,532 (FY 18 Salary)

Effective: August 20, 2018 **Continuing Contract**

H. Resignation

1. Chasse, Julie

Associate Professor, Accounting **Urban Campus** Effective: July 25, 2018

2. Johnson, Adam

Associate Professor, Automotive Technology Southridge Center Effective: May 4, 2018

3. Keyte, Beth

Professor, Nursing **Ankeny Campus** Effective: July 17, 2018

RECOMMENDATION

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



BOARD REPORT

To the Board of Directors of Des Moines Area Community College Date: Page: June 11, 2018

ge: 1

<u>Addendum</u>

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Gooch, Michael

Instructor, Diesel Technology Ankeny Campus

9 Month Position

Annual Salary: \$59,964 (FY 18 Salary)

Effective: August 20, 2018 Continuing Contract

2. Lucht, Kayla

Instructor, Speech Communication

West Campus

9 Month Position

Annual Salary: \$52,124 (FY 18 Salary)

Effective: August 20, 2018 Continuing Contract

3. Rosonke, Jolene*

Instructor, Early Childhood Education

Ankeny Campus

9 Month Position

Annual Salary: \$67,805 (FY 18 Salary)

Effective: August 20, 2018

Continuing Contract

II. Contract Change

1. Thilges, Natalia

From: Professor, Nursing (Terminating Continuing Contract)

To: District Coordinator, Nursing (Receiving Employment Agreement)

Effective: July 2, 2018

III. Resignation

1. Tobey, Uriah

Associate Professor, Math/Engineering Ankeny Campus Effective: May 4, 2018

RECOMMENDATION

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

^{*} Pending background check

Date:

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List of checks over \$2,500.00 m 19-APR-2018 to 23-MAY-2018

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
					THE SEC OF THE GOO ON AND IND SEC ON SEC OF SEC OF SEC OF SEC OF	, and the total local
Academy Roofing & Sheet M	631718	\$5,092.00	\$1,392.00	6090	Buildings Equipment	Maintenance/Repair o
• •			\$3,700.00		Buildings Equipment	Maintenance/Repair o
Alliant Energy	631724	\$14,928.58	\$1,816.83	6190	Utilities	Utilities
			\$1,376.00		Utilities	Utilities
			\$107.70		Utilities	Utilities
			\$2,075.49		Utilities	Utilities
			\$28.33		Utilities	Utilities
			\$9,141.93		Utilities	Utilities
			\$382.30	6190	Building Rental for	
Baker Mechanical Inc	631730	\$9,166.67	\$9,166.67	6090	Newton-Lease Operati	Maintenance/Repair o
Campus View Apartments	631750	\$50,875.00	\$50,875.00	6210	STRIVE Academy	Rental of Buildings
Chang, Jennifer	631757	\$2,548.94	\$2,000.00	6019	Communications	Prof Svcs-Individual
			\$548.94	6930	Communications	Other Current Expens
City of Boone	631761	\$5,675.28	\$445.81	6190	Utilities	Utilities
			\$967.88	6190	Utilities	Utilities
			\$24.09	6190	Utilities	Utilities
			\$521.49	6190	Boone Campus Housing	Utilities
			\$3,534.66	6190	Boone Campus Housing	Utilities
			\$181.35	6190	Utilities	Utilities
Collaborative Leadership	631763	\$27,632.21	\$27,632.21	6015	Workforce Developmen	Consultant's Fees
Council for Opportunity i	631766	\$3,350.00	\$3,350.00	6269	Office of Exec Dean,	Other Company Servic
D & S Sales	631770	\$5,723.11	\$5,723.11	6322	Future Business Lead	Materials & Supplies
Davis Brown Koehn Shors a	631774	\$4,790.00	\$1,044.00	6013	Office of Sr VP, Bus	Legal Fees

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from 19-APR-2018 to 23-MAY-2018 over \$2,500.00 checks

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List of checks over \$2,500.00 f. ... 19-APR-2018 to 23-MAY-2018

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/ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	631800	\$10,655.56	\$6.38		Civil Engineering Te	
			\$21.18		-	Materials & Supplies
			\$16.02	6322		Materials & Supplies
			\$633.38		PACE Program 260H	Materials & Supplies
			\$138.06	6322	Dean, Business & Inf	Materials & Supplies
Forst Training and Consul	631803	\$6,137.00	\$1,500.00	6015	Softskills Training	Consultant's Fees
			\$3,402.00	6015	Softskills Training	Consultant's Fees
			\$1,235.00	6015	Softskills Training	Consultant's Fees
Heartland Business System	631821	\$3,588.75	\$3,588.75	6269	Technical Update Equ	Other Company Servic
Houston, Pam	631829	\$3,244.60	\$1,244.60	6930	Communications	Other Current Expens
			\$2,000.00	6019	Communications	Prof Svcs-Individual
Iowa College Student Aid	631834	\$6,000.00	\$6,000.00	6269	Web Based Instructio	Other Company Servic
Kirkwood Community Colleg	631846	\$42,656.55	\$35,388.41	5300	IA Comm College Athl	Regular Prof Support
			\$7,268.14	5900	IA Comm College Athl	DMACC Paid Insurance
Man Up Iowa	631861	\$3,916.67	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
MidAmerican Energy Co	631872	\$51,886.50	\$3,799.09	6190	Physical Plant Opera	Utilities
			\$44,955.61	6190	Utilities	Utilities
			\$3,131.80	6190	Cap Med Bldg-Common	Utilities
Olzmann, Matthew	631894	\$2,634.90	\$634.90	6930	Communications	Other Current Expens
			\$2,000.00	6019	Communications	Prof Svcs-Individual
Plants N More	631906	\$5,024.75	\$3,015.00	6100	Grounds	Maintenance of Groun
			\$356.00	6444	Grounds	Landscaping Material

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Des Moines Area Comm College of checks over \$2,500.00 from 19-APR-2

from 19-APR-2018 to 23-MAY-2018

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Culinary Arts

6322

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List of checks over \$2,500.00 t ... 19-APR-2018 to 23-MAY-2018

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
6 12 Bank Garanters of to	621045	\$4,269.40	\$124.85	6222	Culinary Arts	Materials & Supplies
Sysco Food Services of Io	631945	\$4,269.40	\$28.32		Culinary Arts	Materials & Supplies
			\$487.33		Culinary Arts	Materials & Supplies
					Culinary Arts	Materials & Supplies
			\$88.32	6322	Cullinary Arts	materials & supplies
Torres, Justin	631951	\$2,766.00	\$766.00	6930	Communications	Other Current Expens
			\$2,000.00	6019	Communications	Prof Svcs-Individual
US Postal Service	631957	\$11,042.80	\$11,042.80	6230	Office of Exec Dir,	Postage and Expediti
Your Clear Next Step LLC	631977	\$18,436.44	\$940.00	6015	Softskills Training	Consultant's Fees
100% Clour Hand Doop Life	032377	410,100111	\$2,250.00		Softskills Training	Consultant's Fees
			\$2,646.44		Softskills Training	Consultant's Fees
			\$7,200.00		Softskills Training	Consultant's Fees
			\$5,400.00		Softskills Training	Consultant's Fees
			70,20000		2020211222 22111111	
DMACC Child Care	631995	\$4,687.41	\$4,687.41	2299	Payroll Office	Other Employee Deduc
m. 41 malai	50000	*** *** ***	#0 000 F0	0000	D	Obline Beeller Deller
Trail Point	632002	\$2,920.50	\$2,920.50	2299	Payroll Office	Other Employee Deduc
Academy Roofing & Sheet M	632011	\$130,760.35	\$372.85	6090	Buildings Equipment	Maintenance/Repair o
			\$130,387.50	6090	Buildings Equipment	Maintenance/Repair o
Addanged Analysis and Marks	(22012	410 F26 02	4020.00	62.60	Advanced Analyst Dead	Other Gennery General
Advanced Analytical Techn	632013	\$12,736.23	\$239.90		Advanced Analyt Proj	
			\$4,001.50		Advanced Analyt Proj	Other Company Servic
			\$257.95		Advanced Analyt Proj	Other Company Servic
			\$247.19		Advanced Analyt Proj	Other Company Servic
			\$4,779.41		Advanced Analyt Proj	Other Company Servic
			\$285.76		Advanced Analyt Proj	- -
			\$1,505.33		Advanced Analytical	
			\$1,419.19	6269	Advanced Analytical	Other Company Servic

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23-MAY-2018 from 19-APR-2018 to checks over \$2,500.00

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CHECK TRANSACTION ACCOUNT ACCOUNT TITLE NUMBER AMOUNT NUMBER INDEX TITLE 'ENDOR NAME CHECK AMOUNT 6190 Utilities Utilities lity of Ankeny 632060 \$10,905.20 \$32.58 \$621.48 6190 Utilities Utilities \$3,728.46 6190 Utilities Utilities 6190 Utilities \$56.61 Utilities Competitive Edge 632063 \$12,951.02 \$8,200.00 6322 Recruiting Materials & Supplies \$407.60 6322 Recruiting Materials & Supplies \$156.39 6322 Equip Replacement Sc Materials & Supplies 6322 Equip Replacement Sc Materials & Supplies \$216.39 6269 Miscellaneous Colleg Other Company Servic \$677.95 6322 Ask! Assimi of Stem Materials & Supplies \$1,486.31 6322 IA DOT Administrativ Materials & Supplies \$1,806.38 ISI Software LLC 6269 Trail Point-Facility Other Company Servic 632069 \$3,734.50 \$1,867.25 6269 Trail Point-Facility Other Company Servic \$1,867.25 Des Moines Water Works 632077 \$2,964.54 \$1,873.80 6190 Utilities Utilities 6190 Utilities \$345.80 Utilities \$692.29 6190 Utilities Utilities \$52.65 6190 Utilities Utilities DMACC Foundation 632085 \$2,777.82 \$2,777.82 6269 Office of Dean, Scie Other Company Servic EMBARC 632094 \$4,003.20 \$4,003.20 6268 IWD-EMBARC Ed Naviga Contracted Services-Barden Gate Landscaping 632102 \$4,100.00 \$4,100.00 6100 Newton-Lease Operati Maintenance of Groun Harrison Truck Center 632112 \$5,558.01 \$2,050.53 6377 Equip Replacement In Materials/Supplies f \$3,507.48 6377 Equip Replacement In Materials/Supplies f Heartland Door & Frame In 6090 Buildings Equipment Maintenance/Repair o 632113 \$6,496.51 \$6,496.51

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Area Comm College over \$2,500.00 Des Moines checks

23-MAY-2018 from 19-APR-2018 to

TRANSACTION ACCOUNT

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& Suppli & Suppli Serv Serv Serv Information Service Servic Servio Information Service Building Materials & Suppli Company Serv for Resa អិខុខន Fees Minor Equipment Equipment Equipment Equipment Minor Equipment Minor Equipment Minor Equipment Company Company ACCOUNT TITLE Company Architect's Information Information Architect's οĘ Materials Materials Purchases Utilities Utilities Utilities Rental Minor Minor Minor Other Other Other Other Campus ω O Ø ф 멅 Hu Office of Dir, Marke Office of Dir, Marke Marke Campus Motorcycle and Moped Equip Replacement In Marke Operations, St The The The The 1 County Farm Driver Improvement Equip Replacement Equip Replacement Program 260H PACE Program 260H Plant Operations Plant Operations g 8 g g Dir, Dir, - Nursing Newton Maytag Newton Maytag INTL FCStone FCStone INTL FCStone INTL FCStone WLAN Support UCT Program INDEX TITLE Office of οĘ Office Dallas Office STRIVE Plant PACE LINIT WTED 6012 6012 6110 6110 6323 6989 6389 6110 6110 6210 6190 6190 6190 6520 NUMBER 6322 6323 6323 6323 6323 6322 6322 6323 6323 6269 6369 \$2,012.50 \$2,357.50 \$1,448.58 \$1,448.58 \$44,232.00 \$35,095.00 \$3,153.92 \$10.00 \$29.75 AMOUNT \$596.00 \$718.10 \$1,530.00 \$718.10 \$149.00 \$5,990.67 \$1,926.30 \$718.10 \$40,384.00 \$30,289.00 \$233.75 \$2,146.25 \$5,797.00 \$8,333.33 \$1,153.83 \$10,264.99 \$10,264.99 \$150,000.00 \$8,206.75 \$7,360.24 CHECK AMOUNT \$15,243.43 \$8,333.33 \$4,317.75 CHECK NUMBER 632117 632119 632132 632147 632156 632159 632168 Tra idge Mall ধ্য mn[n rgy

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Des Moines Area Cc College

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
OPM Architects	632168	\$7,360.24	\$813.58 \$2,176.66		Newton Maytag Campus Newton Maytag Campus	
Park Place Technologies	632171	\$27,040.44	\$27,040.44	6060	Non Tort Equip Maint	Maintenance/Repair o
Perishable Distributors I	632172	\$3,481.75	\$1,272.75 \$2,209.00		PDI, Inc Proj#9 On T PDI, Inc Proj#9 On T	
Purcell Printing and Grap	632180	\$3,864.91	\$589.17 \$64.00 \$730.73 \$72.00 \$144.00 \$251.00 \$251.00 \$456.98 \$900.10 \$189.93 \$64.00 \$144.00 \$108.00	6322 6322 6322 6322 6322 6322 6120 6322 6322 6322	Recruiting AEFLA-ABE Level 1 00 PACE Program 260H UCT Program UCT Program UCT Program UCT Program Office of Exec Dir, Admission Processing Office of the Presid Office of Dir, Stude Office of Exec Dean, Economic Development	Materials & Supplies Printing/Reproductio Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies
Security Servic	632199	\$45,677.33	\$20,971.43 \$892.56 \$23,603.44 \$209.90	6261 6261	Non Tort Security In Office of Exec Dean, Non Tort Security In Non Tort Security In	Contracted Security Contracted Security
Tangerine Food Company	632210	\$4,428.00	\$1,000.00 \$3,428.00		Fashion Management-D Fashion Promotion	Food Food
VanWall Group	632220	\$4,100.00	\$4,100.00	6323	Equip Replacement Ph	Minor Equipment

from 19-APR-2018 to 23-MAY-2018 Des Moines Area Comm College

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List of checks over \$2,500.00

Books/Elec Books/Elec Books/Elec Books/Elec Materials Vehicle Materials Vehicle Materials Vehicle Materials Vehicle Materials Vehicle Materials Materials Materials ACCOUNT TITLE Library Vehicle Vehicle Vehicle Vehicle Vehicle Library Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle Library Library Vehicle Vehicle Vehicle Vehicle Vehicle Vehicle Opera Office of the Dir, P Dean, Motorcycle and Moped Non Tort Security In Ŋ Equip Replacement Li Equip Replacement Li Mechanical Maintenan Physical Plant Opera Opera Economic Development Office of Dir, Marke Physical Plant Opera Physical Plant Opera Non Tort Security In 검 Office of Exec Dean, Occupational Safety Program Development Plant Operations -Equip Replacement Equip Replacement Equip Replacement Building Trades Office of Exec Physical Plant Plant Transportation Agri Business Mail Service WLAN Support Auto Service Vehicle Pool INDEX TITLE Recruiting Physical Grounds 6310 6310 6310 6420 NUMBER 6420 6420 TRANSACTION ACCOUNT \$57.07 \$20.84 \$33.81 AMOUNT \$130.36 \$328.65 \$1,274.15 \$831.39 \$165.29 \$509.68 \$62.18 \$45.95 \$116.46 \$784.14 \$139.50 \$1,088.66 \$2,389.24 \$3,218.86 \$940.84 \$64.87 \$28.84 \$52.88 \$182.92 \$65.14 \$40.72 \$220.14 \$182.37 \$62.74 CHECK AMOUNT \$9,808.45 \$4,401.54 CHECK NUMBER 632225 632233 ddler Inc

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Des Moines Area Co College

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/ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
lows Workforce Developmen	632239	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
(owa Workforce Developmen	632240	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
[owa Workforce Developmen	632241	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
[owa Workforce Developmen	632242	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
Swan Creek Cabinetry Inc	632251	\$3,985.27	\$2,112.81 \$1,872.46		WIA-Dislocated Worke WIA-Dislocated Worke	-
ABC Virtual Communication	632293	\$2,829.25	\$514.00 \$2,315.25		Office of Exec Dir, Non Tort Equip Maint	
Access Systems	632294	\$4,172.76	\$1,124.64 \$593.56 \$620.60 \$1,833.96	6269 6269	Access Systems Proj Access Systems Proj Access Systems Proj Access Systems Proj	Other Company Servic Other Company Servic Other Company Servic Other Company Servic
Accumold Corporation	632295	\$12,759.60	\$2,000.00 \$221.00 \$799.00 \$2,612.25 \$1,365.55 \$110.00 \$1,824.00 \$1,407.75 \$1,970.05 \$125.00 \$325.00	6269 6269 6269 6269 6269 6269 6269 6269	Accu-Mold Proj#7 Job Accu-Mold Proj#7 Mgt	Other Company Servic
Alliant Energy	632299	\$9,422.10	\$1,520.24	6190	Boone Campus Housing	Utilities

Des Moines Area Comm College List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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	CHECK	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT	NDEX TITLE	ACCOUNT TITLE
Ϋ́	63223	\$9,422.10	\$1,550.17 \$4,149.42 \$2,202.27	6190 6190 6190	Boone Campus Housing Boone Campus Housing Boone Campus Housing	Utilities Utilities Utilities
itage Life In	632302	\$4,525.00	\$1,621.76 \$1,513.82 \$93.20 \$1,296.22	2286 2288 2289 2289	Payroll Office Payroll Office Payroll Office Payroll Office	Accident Insurar Critical Illness Hospitalization Cancer Insurance
al Utilities	632306	\$3,911.25	\$3,911.25	6190	Utilities	Utilities
ners	632307	\$11,604.78	\$4,688.83 \$4,557.77 \$304.16 \$1,945.17 \$108.85	6322 6322 6322 6460 6511	Program Development Program Development Building Trades Equip Replacement In Building Trades	Materials & Supp Materials & Supp Materials & Supp Other Materials Purchases for Re
Systems of Io	632311	\$4,652.91	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	6030 6030 6030 6030 6030 6030 6030 6030	Physical Plant Opera Custodial Custodial Custodial Custodial Custodial Cup Med Bldg-Common Plant Operations - S Physical Plant Opera Physical Plant Opera Custodial Transportation Insti	Custodial Servic Custodial Servic

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Des Moines Area Co College
List of checks over \$2,500.00 fl.... 19-APR-2018 to 23-MAY-2018

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	CHECK		TRANSACTION	ACCOUNT		
ENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
arilla America Inc	632314	\$22,951.86	\$3,250.00	6269	Barilla America Proj	Other Company Servic
			\$497.81	6269	Barilla America Proj	Other Company Servic
			\$1,107.40	6269	Barilla America Proj	Other Company Servic
			\$161.22	6269	Barilla America Proj	Other Company Servic
			\$1,722.41	6269	Barilla America Proj	Other Company Servic
			\$6,884.85	6269	Barilla America Proj	Other Company Servic
			\$3,306.33	6269	Barilla America Proj	Other Company Servic
			\$5,678.74	6269	Barilla America Proj	Other Company Servic
			\$343.10	6269	Barilla America Proj	Other Company Servic
eissers Inc	632315	\$15,135.60	-\$646.85	6511	Building Trades	Purchases for Resale
			\$324.95	6511	Building Trades	Purchases for Resale
			\$21.87	6511	Building Trades	Purchases for Resale
			\$387.77	6511	Building Trades	Purchases for Resale
			\$132.80		Building Trades	Purchases for Resale
			\$897.00	6511	Building Trades	Purchases for Resale
			\$707.52	7600	Equip Replacement In	Buildings and Fixed
			\$2,457.74	6511		Purchases for Resale
			\$355.50	7600	Equip Replacement In	=
			\$10.80	7600	Equip Replacement In	<u> </u>
			\$6,895.10	7600	Equip Replacement In	•
			\$3,205.00	7600	Equip Replacement In	
			\$332.40	7600	Equip Replacement In	<u> </u>
			\$54.00	7600	Equip Replacement In	Buildings and Fixed
3emis Companies	632316	\$14,000.00	\$14,000.00	6269	Bemis Company Mgt/Su	Other Company Servic
Black Hills Energy	632317	\$3,444.84	\$3,444.84	6190	Newton-Lease Operati	Utilities
lardtronics USA Inc	632327	\$2,750.00	\$2,750.00	6269	Student ID Card Offi	Other Company Servic
City of Ames	632333	\$14,513.00	\$14,513.00	6269	Ames High School	Other Company Servic

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Materials & Suppli Maintenance/Repair Ø Service A Service A Serv Other Company Serv Software Service Other Company ACCOUNT TITLE Company Company Utilities Utilities Utilities Software Software Other UTC Aero-WDSM #1 260 Trail Point-Facility Proj# Non Tort Equip Maint Point-Facility Point-Facility Point-Facility Center Cognizant Tech Davis Davis Davis Evelyn Davis WLAN Support TITLE Utilities Utilities Evelyn Trail Trail INDEX Trail 6989 6265 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6190 6060 6190 6265 6265 6269 6190 6269 6322 NUMBER TRANSACTION ACCOUNT \$1,867.25 \$1,680.00 \$1,680.00 \$1,680.00 AMOUNT \$1,119.39 \$829.00 \$1,680.00 -\$864.00 \$1,680.00 \$1,680.00 \$630.00 \$1,680.00 -\$768.00 -\$960.00 -\$1,200.00 -\$816.00 -\$1,296.00 \$3,427.00 \$2,170.71 \$378.87 \$20,000.00 \$5,642.54 \$20,672.68 \$3,381.04 \$3,427.00 \$5,814.00 CHECK AMOUNT \$20,000.00 \$9,023.58 \$20,672.68 \$3,815.64 \$2,549 632349 NUMBER 632335 632338 632340 632347 CHECK 632334 632343 Solu Ã ט UTC Aerosp VewEnergy of Des ology ಭ

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Des Moines Area Cor Follege List of checks over \$2,500.00 fr.... 19-APR-

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
elta Dental Plan of Iowa	632350	\$3,436.10	\$3,436.10	2285	Payroll Office	Vision Insurance Pay
LR Group Inc	632356	\$24,204.31	\$24,204.31	6269	Bldg 13-Automotive R	Other Company Servic
oor Store and Fence Stor	632357	\$6,780.00	\$6,780.00	6460	Equip Replacement In	Other Materials and
FA Employee & Family Res	632358	\$7,679.97	\$179.97 \$2,625.00 \$2,625.00 \$2,250.00	6269 6269	EE & Family Res #3 2	Other Company Servic Other Company Servic
BG Service Corporation	632359	\$57,388.65	\$328.82 \$229.50 \$156.75 \$286.00 \$114.00 \$19,942.24 \$4,058.01 \$90.25 \$60.00 \$31.50 \$180.00 \$118.75 \$194.75 \$156.33 \$114.00 \$244.61 \$147.25 \$433.08 \$7,520.04 \$4,261.95	6030 6030 6030 6030 6030 6030 6030 6030	FFA Enrichment Cente Custodial Physical Plant Opera FFA Enrichment Cente	Custodial Services

Des Moines Area Comm College List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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		CHECK AMOUNT	AMOUNT	UMBE	DEX TITLE	ACCOUNT TITLE
rporation	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$57,388.65	\$10,213.00 \$273.00 \$6,029.10 \$2,205.72	6030 6030 6030 6030	Trail Point-Facility FFA Enrichment Cente Physical Plant Opera Plant Operations, Pe	Custodial Services Custodial Services Custodial Services Custodial Services
istribution	632361	\$8,058.09	\$322.00 \$6,270.57 \$200.00 \$139.36 \$205.48 \$641.13 \$140.19 \$139.36	6410 6410 6030 6410 6410 6410 6410	Physical Plant Opera Custodial Custodial Office of Dean, Heal Plant Operations - S Physical Plant Wareh Physical Plant Opera Culinary Arts	Janitorial Materia Janitorial Materia Custodial Services Janitorial Materia Janitorial Materia Janitorial Materia
and Consul	632363	\$4,452.40	\$4,452.40	6015	Softskills Training	Consultant's Fees
ture Struct	632372	\$9,038.92	\$3,174.71 \$2,825.50 \$3,038.71	6012 6012 6012	Cap Med Bldg-Common Buildings Equipment Buildings Equipment	Architect's Fees Architect's Fees Architect's Fees
shes Inc	632377	\$6,655.05	\$4,651.66 \$2,003.39	0609	Equip Replacement In Buildings Equipment	Maintenance/Repair Maintenance/Repair
	632383	\$24,988.19	\$11,395.89 \$12,842.00 \$750.30	6323 6323 6323	Non Tort Security In Office of Exec Dean, Equipment Replacemen	Minor Equipment Minor Equipment Minor Equipment
ores	632387	\$8,097.50	\$8,097.50	6321	Skills USA	Food
	632388	\$3,327.50	\$3,327.50	6269	Impact7G - Job Spec	Other Company Serv
versity / C	632394	\$7,350.00	\$7,350.00	6015	Manufacturing Skills	Consultant's Fees

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List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

	CHECK		TRANSACTION	ACCOUNT		
VENTOR NAME	NUMBER	CHECK AMOUNT	TRUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
IP Pathways	632395	\$7,320.00	\$3,960.00	6269	-	Other Company Servic
			\$3,360.00	6269	Campus Communication	Other Company Servic
Kabel Business Services	632400	\$9,798.00	\$9,798.00	6269	Office of Exec Dir,	Other Company Servic
Lincoln National Life Ins	632413	\$73,619.40	\$1,613.60	2259	Payroll Office	Dep Supp Life Ins Pa
			\$3,362.85	2258	Payroll Office	Spouse Opt Life Ins
			\$10,129.20	2256	Payroll Office	ST Disability - B In
			\$24,585.13	2253	Payroll Office	Basic Life Insurance
			\$16,966.08	2254	Payroll Office	Long Term Disability
			\$7,144.44	2255	Payroll Office	ST Disability - A In
			\$9,818.10	2257	Payroll Office	Emp Opt Life Ins Pay
Midland National Life Ins	632425	\$23,185.78	\$125.00	6269	Midland Life Proj#9	Other Company Servic
			\$11,340.00	6269	Midland Life Proj#9	Other Company Servic
			\$4,841.22	6269	Midland Life Proj#9	Other Company Servic
			\$6,879.56	6269	Midland Life Proj#9	Other Company Servic
Municipal Supply Inc	632430	\$3,152.45	\$3,152.45	6322	Water Treatment	Materials & Supplies
Murphy Tower Service LLC	632431	\$7,759.62	\$1,625.15	6269	Murphy Tower Proj#2	Other Company Servic
			\$2,240.73	6269	Murphy Tower Proj#2	Other Company Servic
			\$1,817.16	6269	Murphy Tower Proj#2	Other Company Servic
			\$2,076.58	6269	Murphy Tower Proj#2	Other Company Servic
National Recoveries Inc	632437	\$2,946.04	\$2,946.04	6780	Office of Controller	Collection Agency Ex
New Link Genetics Corp	632440	\$5,949.74	\$2,361.65	6269	NewLink Genetic Proj	Other Company Servic
			\$149.00	6269	NewLink Genetic Proj	Other Company Servic
			\$3,439.09	6269	NewLink Genetic Proj	Other Company Servic
Pleva Plumbing & Heating	632454	\$2,946.00	\$1,473.00	6269	Trail Point-Facility	Other Company Servic

from 19-APR-2018 to 23-MAY-2018 Des Moines Area Comm College \$2,500.00 over checks οĘ List

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Des Moines Area Corpollege List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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	CHECK		TRANSACTION			
ENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
torey Kenworthy	632487	\$7,634.44	\$303.53	6322	Arts and Sciences	Materials & Supplies
recety heliworthy	052407	Q,,OJ1.11	\$100.36	6322		Materials & Supplies
			\$180.23		Office of the Dir, P	Materials & Supplies
			\$164.48	6322		
			\$114.69	6322	Office of Dir, Marke	
			\$199.46	6322	Office of Exec Dir,	Materials & Supplies
			\$111.86	6322	•	Materials & Supplies
			\$407.68		Evening & Weekend	Materials & Supplies
			\$105.75	6322	Special Needs	Materials & Supplies
			\$441.41	6322	Information Systems	Materials & Supplies
			\$137.19	6322	Academic Development	Materials & Supplies
			\$107.11	6322	Story County Academy	Materials & Supplies
			\$170.87	6322	Judicial Office	Materials & Supplies
			\$216.14	6322	IES-Des Moines	Materials & Supplies
			\$49.20	6322	Graphic Design	Materials & Supplies
•			\$43.00	6322	Surgical Technician	Materials & Supplies
			\$79.16	6322	Culinary Arts	Materials & Supplies
			\$31.78	6322	Perry Operations	Materials & Supplies
			\$102.91		Adult Literacy-South	Materials & Supplies
			\$142.16			Materials & Supplies
			\$1,264.16		——————————————————————————————————————	Materials & Supplies
			\$147.26		Trail Point-Facility	
			\$247.28		Civil Engineering Te	
			\$252.57	6322	Civil Engineering Te	Materials & Supplies
Summerfield Hotel LLC	632490	\$2,822.40	\$2,822.40	6269	Continuing Ed, 2 Day	Other Company Servic
ymetra Financial	632492	\$4,485.29	\$1,685.82	6269		Other Company Servic
			\$1,359.67		=	Other Company Servic
			\$1,439.80	6269	Symetra Life Insuran	Other Company Servic
Rangerine Food Company	632494	\$3,542.00	\$3,542.00	6321	Office of Exec Dir,	Food

Des Moines Area Comm College List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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ACCOUNT TITLE	1	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications	Communications
	:	Non Tort Security In	Non Tort Security In	Office of Exec Dir,	Continuing Ed, 2 Day	Continuing Ed, Trade	Director, Nursing	Dental Assistant	Office of Dean, Scie	Office of the Presid	Transportation Insti	Architectural Drafti	Heating/AC/Refrig Te	Office of Dean, Heal	Student Records/Serv	Office of Exec Dean,	Office of Exec Dean,	Office of Exec Dean,	Associate Dean, Urba	Office of Exec Dean,	Grounds	Office of the Dir, P	Transportation	Custodial	Physical Plant Opera	Physical Plant Opera	Physical Plant Opera	Continuing Ed, Healt	Mechanical Maintenan	Physical Plant Opera	Softskills Training	Utilities
ACCOUNT] 	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150	6150
TRANSACTION ACCOUNT AMOUNT NUMBER	: ! ! ! ! ! ! !	\$171.63	\$156.60	\$52.20	\$37.23	\$37.23	\$37.23	\$96.95	\$575.33	\$52.20	\$83.15	\$40.01	\$47.23	\$52.20	\$874.37	\$52.20	\$99.43	\$52.20	\$136.05	\$188.86	\$52.20	\$316.31	\$37.23	\$74.46	\$114.40	\$47.23	\$89.43	\$52.20	\$1,625.81	\$74.46	\$38.52	\$50.13
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	CHECK		TRANSACTION	ACCOUNT		
ENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
'erizon Wireless	632507	\$12,777.95	\$99.43	6150	Respiratory Therapy	Communications
			\$38.52		Safety Committee	Communications
			\$104.40	6150	WIA-Disability Emplo	Communications
			\$62.20	6150	GED Testing	Communications
			\$612.43	6150	Economic Development	Communications
			\$10.53	6150	Academic Development	Communications
			\$102.21	6150	Judicial Office	Communications
			\$37.23	6150	IES-Des Moines	Communications
			\$62.20	6150	Jasper County Career	Communications
			\$52.20	6150	Office Exec Dir, Ins	Communications
			\$302.19	6150	Office of VP, Info S	Communications
			\$37.23	6150	Workforce Developmen	Communications
			\$52.20	6150	Plant Operations - S	Communications
			\$52.20	6150	English Literacy-Sou	Communications
			\$313.20	6150	WTED-General Exp	Communications
			\$216.61	6150	TSA Officer Educatio	Communications
			\$52.20	6150	Physical Plant Opera	Communications
			\$144.41	6150	Office of Exec Dir,	Communications
			\$2,362.03	6150	WLAN Support	Communications
			\$52.20	6150	Motorcycle and Moped	Communications
			\$172.23	6150	Office of Dir, Marke	Communications
			\$52.20	6150	Office of Exec Dir,	Communications
			\$1,049.46	6150	Program Development	Communications
			\$52.20	6150	Office of Exec Dean,	Communications
			\$150.07	6150	Volleyball	Communications
			\$30.02	6150	Veterinary Techician	Communications
			\$37.23	6150	Practical Nursing	Communications
			\$104.40	6150	Special Needs	Communications
			\$55.65	6150	Trail Point-Aquatics	Communications
			\$104.40	6150	Trail Point-Facility	Communications
			\$480.14	6150	Civil Engineering Te	Communications
					-	

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Serv Consultant's Fees Communications Communications Communications Communications Company Company Company Company Company Company Company Other Company Company Сощрапу Company Company Сощрапу Company Company Сощрапу Company Company Company TITLE Company Company ACCOUNT Other Proj#5 Job S Proj#5 Job S Inc Proj#4 J വ 26 ひししりしりじりりり Continuing Ed, Manuf Vermeer Manuf Proj#1 Proj#1 Proj#1 Vermeer Manuf Proj#1 Newton-Lease Operati Proj#5 Trng Softskills Training Workiva Proj#5 Job #4 #4 #4 #4 #4 #4 #4 Workiva Proj#5 Job YouthBuild Project #4 Year Proj Vermeer Manuf Manuf Upward Bound TITLE Inc Inc Inc Inc Inc IncInc Inc Inc Inc Inc Recruiting Vermeer Workiva Workiva Workiva Weiler INDEX 6150 6150 6150 6150 6269 6269 6269 6269 6269 6269 6269 6269 6269 6269 6015 6269 6269 6269 6269 NUMBER 6269 6269 6269 6269 6269 6269 6269 TRANSACTION ACCOUNT \$50.13 \$20.00 \$1,551.81 \$3,664.75 AMOUNT \$57.56 \$97.36 \$104.40 \$228.19 \$824.00 \$42,958.00 \$4,364.80 \$36,000.00 \$7,000.00 \$9,650.00 \$1,526.55 \$1,376.73 \$231.32 \$3,850.00 \$1,350.11 \$10,021.97 \$2,428.16 \$6,653.72 \$2,224.84 \$2,017.97 \$5,000.00 \$1,340.87 \$36,000.00 \$21,281.66 CHECK AMOUNT \$12,777.95 \$48,374.99 \$38,385.52 \$5,000.00 CHECK NUMBER 632508 632509 632526 632507 632517 632521 sturing Com turing Com

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
orkiva Inc	632526	\$21,281.66	\$1,908.48 \$2,535.31 \$314.59	6269	Workiva Inc Proj#4 J Workiva Inc Proj#4 J Workiva Inc Proj#4 J	Other Company Servic
Torkman, William S.	632527	\$3,500.00	\$3,500.00	6015	WTED-Information Tec	Consultant's Fees
Cerox Corp	632528	\$6,552.70	\$108.46 \$427.76 \$580.25 \$282.64 \$987.14 \$214.14 \$279.58 \$214.14 \$689.05 \$483.63 \$211.69	6220 6220 6322 6060 6220 6220 6220	Copy Center Copy Center Copy Center Copy Center Non Tort Equip Maint Copy Center	Rental of Equipment Rental of Equipment Rental of Equipment Materials & Supplies Maintenance/Repair o Rental of Equipment Materials & Supplies Rental of Equipment
Our Clear Next Step LLC	632530	\$16,784.47	\$211.69 \$50.00 \$428.88 \$774.89 \$392.23 \$428.22 \$4,500.00 \$5,345.00	6060 6060 6060 6322 6220	Non Tort Equip Maint Non Tort Equip Maint	Maintenance/Repair o Maintenance/Repair o
			\$1,039.47 \$5,900.00	6015	Softskills Training Softskills Training	Consultant's Fees Consultant's Fees Consultant's Fees
Zirous Inc	632532	\$10,605.75	\$139.00 \$79.00 \$79.00	6269	Zirous Inc Job Spec Zirous Inc Job Spec Zirous Inc Job Spec	Other Company Servic Other Company Servic Other Company Servic

Des Moines Area Comm College List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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	CHECK	CHECK AMOUNT	TRANSACTION	ACCOUNT	INDEX TITLE	ACCOUNT TITLE
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	 					
	632532	\$10,605.75	\$1,448.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$79.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$79.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$642.00	6569	Zirous Inc Job Spec	Other Company Serv
			\$79.00	6569	Zirous Inc Job Spec	Other Company Serv
			\$355.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$642.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$79.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$18.30	6269	Zirous Inc Job Spec	Other Company Serv
			\$23.20	6989	Zirous Inc Job Spec	Other Company Serv
			\$355.00	6989	Zirous Inc Job Spec	Other Company Serv
			\$9.15	6569	Zirous Inc Job Spec	Other Company Serv
			\$282.95	6989	Zirous Inc Job Spec	Other Company Serv
			\$336.55	6989	Zirous Inc Job Spec	Other Company Serv
			\$389.15	6989	Zirous Inc Job Spec	Other Company Serv
			\$1,995.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$372.49	6269	Zirous Inc Job Spec	Other Company Serv
			\$400.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$250.00	6269	Zirous Inc Job Spec	Other Company Serv
			\$119.90	6269	Zirous Inc Trng Mate	Other Company Serv
			\$225.00	6989	Zirous Inc Job Spec	Other Company Serv
			\$21.42	6989	Zirous Inc Job Spec	Other Company Serv
			\$1,448.00	6989	Zirous Inc Job Spec	Other Company Serv
			\$355.00	6989	Zirous Inc Job Spec	Other Company Serv
			\$304.64	6269	Zirous Inc Job Spec	Other Company Serv
newellawell	75575	94 95 72	\$4.955 72	0109	מסת-מאד מסת-ניסש	Rental of Building
	1	1	1	1		9
	632562	\$2,858.50	\$2,858.50	2299	Payroll Office	Other Employee Ded
Services L	632568	\$4,997.00	\$4,997.00	0609	Physical Plant Opera	Maintenance/Repair

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	CHECK		TRANSACTION	ACCOUNT		
VENTOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Danking C Chart M	(22570	\$C 8C2 E0	åc 960 E0	6000	Buildings Equipment	Maintenance/Repair o
Academy Roofing & Sheet M	632570	\$6,862.50	\$6,862.50	6090	Bullaings Equipment	Maintenance/Repair O
ACT	632572	\$4,740.00	\$4,740.00	6269	NCRC Testing	Other Company Servic
Alliant Energy	632575	\$27,885.81	\$27,885.81	6190	Newton-Lease Operati	Utilities
Baker Group Corp.	632583	\$30,262.01	\$8,443.93	6269	Baker Group #3 260E	Other Company Servic
			\$3,283.75	6269	Baker Group #3 260E	Other Company Servic
			\$6,853.04	6269	Baker Group #3 260E	Other Company Servic
			\$8,250.00	6269	Baker Group #3 260E	Other Company Servic
			\$2,497.29	6269	Baker Group #3 260E	Other Company Servic
			\$759.00	6269	Baker Group #3 260E	Other Company Servic
			\$175.00	6269	Baker Group #3 260E	Other Company Servic
Barilla America Inc	632585	\$34,708.00	\$2,190.00	6269	Barilla America Proj	Other Company Servic
		, ,	\$2,190.00	6269	Barilla America Proj	Other Company Servic
			\$1,980.00	6269	Barilla America Proj	Other Company Servic
			\$2,364.00	6269	Barilla America Proj	Other Company Servic
			\$3,844.80	6269	Barilla America Proj	Other Company Servic
			\$3,396.00	6269	Barilla America Proj	Other Company Servic
			\$1,980.00	6269	Barilla America Proj	Other Company Servic
			\$2,190.00	6269	Barilla America Proj	Other Company Servic
			\$2,190.00	6269	Barilla America Proj	Other Company Servic
			\$2,028.00	6269	Barilla America Proj	Other Company Servic
			\$2,448.00	6269	Barilla America Proj	Other Company Servic
			\$1,980.00	6269	Barilla America Proj	Other Company Servic
			\$1,980.00	6269	Barilla America Proj	Other Company Servic
			\$2,190.00	6269	Barilla America Proj	Other Company Servic
			\$1,757.20	6269	Barilla America Proj	Other Company Servic
Beitman Furniture	632587	\$19,176.30	\$11,711.49	6322	Equip Replacement In	Materials & Supplies

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Materials & Supplie Other Company Serv Service Service Service Gro Gro Gro Maintenance/Repair Minor Equipment οĘ οĘ οĘ Communications ACCOUNT TITLE Information Maintenance Information Information Maintenance Maintenance 占 ддр Motorcycle and Moped Boone Athletic Depar of Dir, Marke Campus Communication Newton-Lease Operati Newton-Lease Operati Cap Med Bldg-Common Davis Center the Dir, the Dir, the Dir, Equip Replacement Communications INDEX TITLE of of Office of Campus Campus Campus Campus Campus Campus Campus Campus Office Office Office Campus Campus Campus Campus Evelyn 6110 6110 6110 6150 6150 6150 6150 6150 6150 6150 6150 6150 6100 6100 6100 6323 6322 6269 0609 6150 6150 6150 6150 6150 6150 NUMBER TRANSACTION ACCOUNT \$3,250.00 \$6,860.00 \$2,750.00 \$47.06 \$47.06 AMOUNT \$2,665.70 \$500.00 \$1,000.00 \$1,500.00 \$507.00 \$507.00 \$575.00 \$44.88 \$507.00 \$507.00 \$600.00 \$600.00 \$507.00 \$507.00 \$106.30 \$302.10 \$6,941.69 \$523.12 \$28,300.50 \$2,869.61 CHECK AMOUNT \$19,176.30 \$2,665.70 \$28,300.50 \$3,000.00 \$2,869.61 \$5,364.40 \$14,060.00 632607 NUMBER CHECK 632587 632593 632596 632600 632606 632617 ROO Cor Comp habilitati હ ations cting ical re

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05/24/2018 List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

/ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Concrete Contracting Comp	632617	\$14,060.00	\$1,200.00	6100	Office of the Dir, P	Maintenance of Groun
JustomOne CFO & Controlle	632625	\$2,727.00	\$2,727.00	6015	Manufacturing Skills	Consultant's Fees
Dickten Masch Plastics	632633	\$40,150.13	\$1,995.00 \$3,900.00 \$8,666.67 \$6,919.42	6269 6269 6269	Dickten Masch Proj#3 Dickten Masch Proj#3 Dickten Masch Proj#3 Dickten Masch Proj#3	Other Company Servic Other Company Servic Other Company Servic
			\$1,295.00 \$11,405.00 \$2,000.00 \$650.00 \$3,319.04	6269 6269 6269	Dickten Masch Proj#3	Other Company Servic Other Company Servic Other Company Servic
Edu c ational Testing Servi	632642	\$3,450.00	\$3,450.00	6322	GED Testing	Materials & Supplies
Ellucian Company LP	632645	\$67,072.50	\$67,072.50	6269	Office of VP, Info S	Other Company Servic
FBG Service Corporation	632651	\$17,250.49	\$6,842.88 \$1,450.35 \$95.00 \$80.75 \$37.50 \$157.50 \$6,842.88 \$293.28 \$1,450.35	6030 6030 6030 6030 6030 6030	Physical Plant Opera Plant Operations - E FFA Enrichment Cente FFA Enrichment Cente Physical Plant Opera FFA Enrichment Cente Physical Plant Opera FFA Enrichment Cente Plant Operations - E	Custodial Services Custodial Services Custodial Services Custodial Services Custodial Services
FHRG Ankeny Bookstore #10	632654	\$3,771.51	\$31.96 \$15.08 \$12.10	6322 6322 6322		Materials & Supplies Materials & Supplies Materials & Supplies

Des Moines Area Comm College List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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ACCOUNT TITLE TRANSACTION ACCOUNT
AMOUNT NUMBER INDEX TITLE CHECK AMOUNT CHECK okstor

	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
1 2 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	: : : : : :	1 1 1 5 1 1 1 1 1	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	† 1 1 1 1		
okstore #10	632654	\$3,771.51	\$31.92	6322	Office of Exec Dean,	Materials & Suppli
			\$71.75	6322	Program Development	Materials & Suppli
			\$35.00	6322	Student Activities	Materials & Suppli
			\$9.50	6322	Mathematics & Scienc	Materials & Suppli
			\$3.51	6322	Civil Engineering Te	Materials & Suppli
			\$47.70	6322	Recruiting	Materials & Suppli
			\$99.85	6322	PACE Program 260H	Materials & Suppli
			\$35.80	6322	STRIVE	Materials & Suppli
			\$136.43	2019	Follett Bookstore	Accounts Payable A
			\$275.75	2019	Follett Bookstore	Accounts Payable A
			\$420.36	2019	Follett Bookstore	Accounts Payable A
			\$183.81	2019	Follett Bookstore	Accounts Payable A
			-\$174.11	2019	Follett Bookstore	Accounts Payable A
			\$37.51	6322	Jasper County Career	Materials & Suppli
			\$50.00	6322	Aging Services Admin	Materials & Suppli
			\$492.63	4850	Program Development	Miscellaneous Rece
			\$109.99	6322	Library	Materials & Suppli
			\$169.50	6322	Mortuary Science Pro	Materials & Suppli
			\$99.99	6322	Developmental Educat	Materials & Suppli
			\$890.00	6322	Student Activities	Materials & Suppli
			\$5.95	6322	Dean, Business & Inf	Materials & Suppli
			\$78.99	6322	Office of Dean, Scie	Materials & Suppli
			\$504.22	6322	Communications	Materials & Suppli
			\$64.95	6322	Horticulture	Materials & Suppli
			\$2.37	6322	Communications	Materials & Suppli
			\$3.50	6322	Practical Nursing	Materials & Suppli
			\$25.50	6322	Social/Behavioral Sc	Materials & Suppli
istribution	632655	\$4,614.34	\$1,528.78	6410	Physical Plant Opera	Janitorial Materia
			\$1,823.40	6410	Plant Operations - E	Janitorial Materia
			\$1,262.16	6410	Plant Operations - E	

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Midland National Life Ins

Midwest Office Technology

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/ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
Hartford Ins Co of the Mi	632664	\$23,307.00	\$23,307.00	6180	Non Tort Insurance	Insurance
Heartland Area Education	632666	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Holiday Inn	632671	\$9,233.88	\$9,233.88	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
HP Inc	632672	\$8,818.39	\$7,503.00 \$1,149.08 \$166.31	6323 6323 6322	Program Development Equip Replacement We Equip Replacement In	Minor Equipment Minor Equipment Materials & Supplies
Iowa Communications Netwo	632675	\$25,333.04	\$25.01 \$6.45 \$16,394.67 \$1,628.37 \$2.15 \$30.71 \$7,237.42 \$8.26	6150 6150 6150 6150 6150 6150 6150	Campus Communication	Communications Communications
Kan o py LLC	632682	\$6,360.00	\$720.00 \$3,240.00 \$2,400.00	6269 6269 6269	Equip Replacement Li Equip Replacement Li Equip Replacement Li	
MidAmerican Energy Co	632700	\$7,404.78	\$5,750.80 \$1,420.58 \$233.40	6190 6190 6190	Plant Operations - E Utilities Plant Operations - E	Utilities

\$45,918.06

\$5,072.95

632701

632702

\$45,918.06

\$4,933.00

\$139.95

6269 Midland Life Proj #1 Other Company Servic

6322 Other General Instit Materials & Supplies

6323 Equip Replacement In Minor Equipment

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List of checks over \$2,500.00

Des Moines Area Comm College sr \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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Sta Sta Other Company Ser Travel-Out of Travel-Out of ACCOUNT TITLE Office of Controller Perkins-Professional Phi Beta Lambda Phi Beta Lambda INDEX TITLE 6470 6321 6470 6269 NUMBER TRANSACTION ACCOUNT \$488.60 \$234.34 \$3,420.20 AMOUNT \$4,472.09 \$4,472.09 CHECK AMOUNT \$4,143.14 CHECK 632710 632706 ss Solutions ne Rochelle

Other Company Ser	Equip Replacement St	6269	\$2,596.92	\$2,596.92	632745	thy
Maintenance/Repai	Buildings Equipment	0609	\$5,150.00	\$5,150.00	632741	ial Contract
Software Service	Non Tort Equip Maint	6265	\$14,096.00	\$14,096.00	632738	ftware
Prof Svcs-Individ	Urban Student Center	6019	\$15,384.70	\$15,384.70	632736	Inc
Contracted Securi Contracted Securi Contracted Securi	Non Tort Security In Office of Exec Dean, Non Tort Security In	6261 6261 6261	\$21,457.55 \$105.00 \$22,332.70	\$43,895.25	632734	urity Servic
Rental of Buildin	Building Rental for	6210	\$6,000.00	\$6,000.00	632730	amily Partne
Other Company Ser Other Company Ser Other Company Ser Other Company Ser	Purfoods Proj#2 Trng Purfoods Proj#2 Job Purfoods Proj#2 Job Purfoods Proj#2 Mgt/ Purfoods Proj#2 Job	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	\$29,468.80 \$179.00 \$2,074.00 \$3,565.40 \$3,258.60	\$38,545.80	632728	
Sponsorships & Do	In My Boots	6260	\$10,000.00	\$10,000.00	632718	
Architect's Fees	Newton Maytag Campus	6012	\$9,528.06	\$9,528.06	632715	m
Other Company Ser Other Company Ser	WTED - General Marke WTED - General Marke	6269	\$1,500.00 \$12,200.00	\$13,700.00	632713	

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	CHECK		TRANSACTION	ACCOUNT		
ENDOR NAME	NUMBER	CHECK AMOUNT	THUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
Studio Iowa LLC	632746	\$2,912.50	\$775.00		Office of Dir, Marke	
			\$2,137.50	6269	Office of Dir, Marke	Other Company Servic
/ermeer Manufacturing Com	632766	\$33,404.45	\$3,637.59	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$2,238.05	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$6,189.54	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$5,160.44	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$241.48	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$219.00	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$2,992.47	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$1,590.00	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$4,441.08	6269	Vermeer Manuf Proj#1	Other Company Servic
			\$6,694.80	6269	Vermeer Manuf Proj#1	Other Company Servic
Kaplan University	632796	\$3,333.33	\$1,666.66	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,666.67	6266	WIA-Dislocated Worke	Stipends/Allowances
Accelerate Business Coach	632838	\$8,694.00	\$8,694.00	6015	Softskills Training	Consultant's Fees
Accumold Corporation	632839	\$7,291.49	\$7,291.49	6269	Accu-Mold Proj#7 Mgt	Other Company Servic
Ad Astra Information Syst	632840	\$32,600.00	\$32,600.00	6265	Non Tort Equip Maint	Software Service Agr
Ahlers and Cooney PC	632842	\$4,624.00	\$4,624.00	6013	Office of Sr VP, Bus	Legal Fees
Alliant Energy	632845	\$10,605.98	\$858.52		Utilities	Utilities
			\$788.94		Utilities	Utilities
			\$24.54		Utilities	Utilities
			\$1,371.82	6190	Utilities	Utilities
			\$7,387.18	6190	Utilities	Utilities
			\$174.98	6190	Building Rental for	Utilities

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		CHECK AMOUNT	TRANSACTION A	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ners	632848	\$4,591.32	\$4,591.32	6322	Program Development	Materials & Supp
er Inc	632851	\$35,795.00	\$1,979.00 \$31,899.00 \$1,518.00 \$399.00	6323 6323 6323 6322	Honors Program Technical Update Equ Honors Program Graphic Design	Minor Equipment Minor Equipment Minor Equipment Materials & Supp
or Group Inc	632854	\$5,800.00	\$3,600.00 \$2,200.00	6377	Physical Plant Opera Office of Exec Dean,	Materials/Suppli Maintenance/Repa
.dro	632856	\$4,591.19	\$295.00 \$400.00 \$199.00 \$1167.19 \$749.00 \$338.00 \$1,276.00 \$318.00	6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6 6	Baker Group #3 260E	Other Company Se
ical Inc	632857	\$22,666.67	\$9,166.67 \$13,500.00	0609	Newton-Lease Operati Boone Campus Housing	Maintenance/Repa Maintenance/Repa
iture	632860	\$3,283.92	\$3,283.92	6322	Equipment Replacemen	Materials & Supp
ee Jean.	632861	\$3,487.06	\$287.06 \$3,200.00	6930 6019	IDPH-Pregnancy Assis IDPH-Pregnancy Assis	Other Current Ex Prof Svcs-Indivi
Halls	632872	\$4,242.67	\$4,242.67	6015	Softskills Training	Consultant's Fee
	632874	\$3,079.50	\$68.54	6150	Campus Communication	Communications

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	CHECK		TRANSACTION			
JENDOR NAME	NUMBER	CHECK AMOUNT		NUMBER	INDEX TITLE	ACCOUNT TITLE
CepturyLink	632874	\$3,079.50	\$1,002.88	6150	Campus Communication	Communications
			\$85.89	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$160.74	6150	Campus Communication	Communications
			\$286.15	6150	Campus Communication	Communications
			\$194.24	6150	Campus Communication	Communications
			\$774.06	6150	Campus Communication	Communications
Cooper Company	632883	\$20,751.00	\$20,751.00	6200	Graduation	Rental of Materials
Davis Brown Koehn Shors a	632890	\$4,693.00	\$660.00	6013	Newton Campus Expans	Legal Fees
		, .,	\$216.00	6013	Economic Development	<u> </u>
			\$1,260.00	6013	Economic Development	_
			\$2,557.00	6013	Office of Sr VP, Bus	Legal Fees
	50000	**** *** **	*** *** ***	63.63		Minary Barrian and
DiaMedical USA Equipment	632898	\$26,649.12	\$7,089.98		WTED - Nursing	Minor Equipment
			\$2,689.59	6323	WTED - Nursing WTED - Nursing	Minor Equipment Minor Equipment
			\$7,089.98	6323	WTED - Nursing	Minor Equipment
			\$7,089.98 \$2,689.59		WTED - Nursing	Minor Equipment
			\$2,689.59	6323	WIED - Mursing	Willor Edgibmenc
Echo Electric Supply	632902	\$7,117.88	\$7,117.88	6377	Buildings Equipment	Materials/Supplies f
Event Decorators of Iowa	632906	\$6,797.60	\$6,797.60	6322	Graduation	Materials & Supplies
Forst Training and Consul	632912	\$5,612.00	\$3,402.00	6015	Softskills Training	Consultant's Fees
		4 - 7	\$2,210.00		Softskills Training	Consultant's Fees
					•	
Goodwill Industries of Ce	632918	\$4,695.53	\$4,695.53	6269	Miscellaneous Colleg	Other Company Servic
Harrison Truck Center	632922	d100 117 0C	¢100 117 0¢	7400	Office of the Durant	Mohimlog
narrison Truck Center	032322	\$179,TT1.70	\$128,117.26	/400	Office of the Presid	Aettrores

	CHECK	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
	1 E E E E E E E E E E E E E E E E E E E	\$ 00 00 00 00 00 00 00 00 00 00 00 00 00	\$134.70 \$949.00 \$100.00 \$99.00 \$822.50 \$3,500.00	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	INTL FCStone Job Spe INTL FCStone Job Spe	Other Company Ser Other Company Ser Other Company Ser Other Company Ser Other Company Ser Other Company Ser
on of Commu	632934	\$80,412.73	\$80,412.73	6040	Board of Directors Physical Plant Opera	Memberships Materials/Supplies
rs Associati	632936	\$2,500.00	\$2,500.00	6260	Office of the Presid	Sponsorships & Do
Αξ	632940	\$20,005.00	\$985.00 \$2,130.00 \$2,130.00 \$3,527.50 \$2,702.50 \$1,557.50 \$1,557.50 \$1,857.50 \$1,857.50		Program Development	Other Company Serother Company Ser
versity / C	632941 632943 632947	\$7,350.00 \$9,222.29 \$41,400.00	\$7,350.00 \$6,928.29 \$2,294.00 \$41,400.00	6015 6269 6269 6019	Manufacturing Skills Technical Update Equ Technical Update Equ Manufacturing Skills	Consultant's Fees Other Company Ser Other Company Ser

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/ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Laerdal Medical Corp	632952	\$10,037.67	\$10,037.67	7100	WTED - Nursing	Furniture, Machinery
Lamar Companies	632953	\$4,775.00	\$4,100.00 \$675.00		Office of Dir, Marke Office of Dir, Marke	
Macerich Southridge Mall	632958	\$8,333.33	\$8,333.33	6210	Plant Operations - S	Rental of Buildings
McAminch Corp	632962	\$20,552.00	\$7,500.00 \$5,552.00 \$0.00 \$7,500.00	6269 6269	McAnich Corp #1 260F McAnich Corp #1 260F McAnich Corp #1 260F McAnich Corp #1 260F	Other Company Servic Other Company Servic
MidAmerican Energy Co	632967	\$64,310.73	\$10,000.51 \$3,626.71 \$2,640.64 \$194.09 \$2,261.71 \$45,587.07	6190 6190 6190 6190	Trail Point-Facility Physical Plant Opera Cap Med Bldg-Common Building Rental for Utilities Utilities	Utilities Utilities
Mittera Group	632970	\$4,493.00	\$2,099.00 \$500.00 \$1,894.00	6120	Recruiting-Program D Student Activities Office of Exec Dean,	Printing/Reproductio
National Recoveries Inc	632974	\$5,283.39	\$5,283.39	6780	Office of Controller	Collection Agency Ex
Northland PCC Inc	632979	\$14,672.00	\$14,672.00	6100	Buildings Equipment	Maintenance of Groun
OneNeck IT Solutions	632981	\$3,115.00	\$3,115.00	6265	Non Tort Equip Maint	Software Service Agr
Patriot Converting Inc	632983	\$9,945.00	\$9,945.00	6269	Patriot Conv Proj #2	Other Company Servic
Qualtrics	632996	\$7,500.00	\$7,500.00	6265	Non Tort Equip Maint	Software Service Agr

23-MAY-2018 from 19-APR-2018 to Des Moines Area Comm College over \$2,500.00 checks O H List

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Books/Elect Books/Elec Books/Elec Software Service A Serv Serv Serv Serv Furniture, Machine Company Company ACCOUNT TITLE Company Company Library Library Library Other Other Other Other Proj#2 귽 끉 Non Tort Equip Maint Proj#2 Proj#2 Proj#2 Equip Replacement Sc Equip Replacement Replacement Replacement Svcs Svcs Svcs Svcs TITLE A A Onken Ag Onken Ag Equip Equip Onken INDEX Onken 6310 6310 6310 6269 6269 6269 6269 7100 NUMBER 6265 TRANSACTION ACCOUNT \$94.50 AMOUNT \$1,762.20 \$1,656.00 \$4,366.25 \$3,032.71 \$10,852.41 \$5,000.00 \$166.88 \$13,916.00 \$13,916.00 \$4,366.25 \$19,052.00 CHECK AMOUNT \$3,512.70 CHECK NUMBER 633005 633006 633004 Headd orld

& Don Other Materials an Serv Other Company Serv Company Sponsorships Other анғърррыа Presid $^{\circ}$ Continuing Ed, Manuf 260E Mater Job #4 Job Job #4 #4 #4 #4 #4 Stelter Company #3 Proj Proj Proj Inc Proj 260至 Inc Proj Inc Proj 260至 260百 Office of the Inc Inc Inc #5 #2 #2 Weiler 6269 6269 6269 6269 6260 6269 6460 6269 6269 6269 6269 6269 6269 \$62.50 \$20,552.00 \$7,897.54 \$220.08 \$376.75 \$1,069.32 \$1,678.66 \$62.50 \$848.15 \$113.90 \$3,606.15 \$19,517.00 \$2,109.90 \$3,606.15 \$20,552.00 \$19,517.00 \$18,660.56 633011 633021 633026 633035

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List of checks over \$2,500.00 from 19-APR-2018 to 23-MAY-2018

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
					~	
Weiler Inc	633035	\$18,660.56	\$1,191.11	6269	Weiler Inc Proj #4 J	Other Company Servic
			\$1,543.97	6269	Weiler Inc Proj #4 J	Other Company Servic
			\$1,486.18	6269	Weiler Inc Proj #4 J	Other Company Servic
Windstar Lines Inc	633036	\$4,015.00	\$4,015.00	6269	Office of Exec Dean,	Other Company Servic
World Trade Press	633039	\$2,550.00	\$2,550.00	6460	Equip Replacement Li	Other Materials and
Your Clear Next Step LLC	633042	\$8,500.00	\$1,350.00	6015	Softskills Training	Consultant's Fees
			\$2,250.00	6015	Softskills Training	Consultant's Fees
			\$900.00	6015	Softskills Training	Consultant's Fees
			\$3,375.00	6015	Softskills Training	Consultant's Fees
			\$625.00	6015	Softskills Training	Consultant's Fees

REPORT TOTAL \$3,252,678.82

Des Moines, Iowa June 11, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of June, 2018, at 4:00 p.m., at the Urban Campus of the College, 1100 7th Street in Des Moines, Iowa. 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 Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall		

Matters were discussed concerning a Retraining Agreement between the College and Iowa Network Services, Inc. d/b/a Aureon Network Services. 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 Iowa Network Services, Inc. d/b/a Aureon Network Services." 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>	Moved	Seconded	Aye	Nay
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall				

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 IOWA NETWORK SERVICES, INC. D/B/A AUREON NETWORK SERVICES.

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 Iowa Network Services, Inc. d/b/a Aureon Network Services (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.
- <u>Section 4</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA) ss COUNTY OF POLK)

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 June 11, 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 11th day of June, 2018.

SECRETARY OF THE BOARD OF

DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This lowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and <u>lowa Network Services dba Aureon</u> , <u>West Des Moines, Iowa</u> , (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 lowa;
 - (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 lowa.
- (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; 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 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 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, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer 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.
- ction 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the 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 Economic Development Authority (IEDA). Funds awarded by IEDA 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 IEDA 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 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 positions 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 IEDA.
- Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must by approved by the 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 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 employer 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 employer 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 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 business.
- (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 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 IEDA.
- (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 Economic Development Authority the amount of penalty determined by the IEDA. 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 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 aid 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 then 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. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority 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:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Employer:	Iowa Network Services dba Aureon
	7760 Office Plaza Drive
	West Des Moines, IA 50266

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.

Intract 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, bligations 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 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.

Des Moines Area Community College	Iowa Network Services dba Aureon
Community College	Business
Jie Sagel	Mux Bine
Authorized Signature	Authorized Signature
De Prexe, Board President	Amy Boyce, Manager – Talent Development
Type Name and Title	Type Name and Title
	Amy.boyce@aureon.com Email Address
	Lillali Address
2006 South Ankeny Blvd.	7760 Office Plaza Drive
Ankeny, IA 50023	West Des Moines, IA 50266
Address	Address
6-11-18	5/2/2018
Date	Date

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

	20181013112246 Project Loan ID Number Form Approval Letter
Des Moines Area Community College Community College	Iowa Network Services dba Aureon Business
Aaron Chittenden College Contact Person	7760 Office Plaza Drive, West Des Moines, IA 50266 Business Location
The above-referenced Community College and Business has Program (260F) training project to provide job training to orm 260F-2, has been finalized and signed by authorized Business.	employees of the Business. A Training Contract,
The Iowa Economic Development Authority is therefore refund this project. Authorized Signature	requested to allocate \$_25,000 to Date
Approved for allocation by the Iowa Economic Developm	ent Authority:
Authorized Signature	Date

IMPORTANT!

nis 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 260F Project

The following Training Plan reflects the expected training activities for INS dba Aueron. 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 INS dba Aueron staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

		Cost	260F Cost
I.	Job Skill Training	\$29,650	\$20,552
-	Technical Systems		
-	Core Business Processes		
	Communication		
-	Team Building		
-	Industry Certifications		
II.	Management/Supervisory Skills	\$0	\$0
III.	Materials and Supplies	\$0	\$0
IV.	Administrative Costs	\$ 4,448	\$4,448

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total \$34,098 \$25,000

The training began 11/18/16 with completion anticipated by _11/17/18 ... 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 _19__unduplicated employees and will show, at the completion of the contract, \$9,098 kind cash match. This match will be linked to the training as outlined in this plan.

Des Moines, Iowa June 11, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of June, 2018, at 4:00 p.m., at the Urban Campus of the College, 1100 7th Street in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Broker Dealer Financial Services Corp. 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 Broker Dealer Financial Services Corp." 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>	Moved	Seconded	<u>Aye</u>	<u>Nay</u>
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall				

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:

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND BROKER DEALER FINANCIAL SERVICES CORP.

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 Broker Dealer Financial Services Corp. (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 \$17,500; 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.

<u>Section 2</u>. 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 11th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA) ss COUNTY OF POLK)

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 June 11, 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 11th day of June, 2018.

SECRETARY OF THE BOARD OF

DIRECTORS

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

	20181009100334 Project Loan ID Number Form Approval Letter
Des Moines Area Community College Community College	Broker Dealer Financial Services Business
	140 S. 68 th St., West Des Moines, IA 50266 Business Location
Program (260F) training project to provide job training	ness have agreed to implement an Iowa Jobs Training ng to employees of the Business. A Training Contract , orized representatives of the Community College and the
The Iowa Economic Development Authority is there: fund this project. Authorized Signature	fore requested to allocate $$\underline{17,500}$$ to
- Ingressed Signary	
Approved for allocation by the Iowa Economic Deve	lopment Authority:
Authorized Signature	Date

IMPORTANT!

nis 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 260F Project

The following Training Plan reflects the expected training activities for Broker Dealer Financial Services. 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 Broker Dealer Financial Services staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

Cost 260F Cost

I. Job Skill Training

\$15,000 \$10,000

FINRA Certifications, Customer Service, Communication, SEC requirements, Anti-fraud training, Technology training

II. Management/Supervisory Skills

\$3,975

\$3,975

Diversity, Discrimination, Leadership Development, Compensation Management, Employee Discipline.

III. Materials and Supplies

\$1,500

\$454

DVDs, software, books, manuals, etc

IV. Administrative Costs

\$3,071

\$3,071

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total

\$23,546

\$17,500

The training began _8/3/17_ with completion anticipated by _8/2/19__. 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 _22_ unduplicated employees and will show, at the completion of the contract, \$6,046 in cash match. This match will be linked to the training as outlined in this plan.

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This lowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of			
between <u>Des Moines Area Community College</u> , <u>Ankeny, Iowa</u> , (the "Community College" and its location),			
and Broker Dealer Financial Services , West Des Moines, Iowa , (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 lowa;
 - (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 lowa;
 - (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 lowa.
- (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 lowa 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 lowa.
- (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; 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 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 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, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer 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 Employer that should project funds not be available or received from the 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 Economic Development Authority (IEDA). Funds awarded by IEDA 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 \$17,500 , is issued by IEDA 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 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 IEDA.
- Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must by approved by the 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 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 employer 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 employer 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 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 business.
- (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 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 IEDA.
- (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 Economic Development Authority the amount of penalty determined by the IEDA. 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 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 then 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. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority 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:	Des Moines Area Community College	
	2006 South Ankeny Boulevard	
	Ankeny, IA 50023	
Employer:	Broker Dealer Financial Services	
	140 S. 68 th Street	
	West Des Moines, IA 50266	

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 of and be binding in accordance with its terms upon 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.

Des Moines Area Community College	Broker Dealer Financial Services
Community College	Business
(Southern	Jahr Shrow
Authorized Signature	Authorized Signature
Tive Pugil, Board President Type Name and Title	Type Name and Title
Type Hame and The	
	rsherwood as bots, corr Email Address
2006 South Ankeny Blvd.	140 S. 68 th Street
Ankeny, IA 50023	West Des Moines, IA 50266
Address	Address
6-11-18 Date	04/20/2018 Date

260F-4 (03/00)

South Calo Approved as to Form 08/26/96 by DMACC General Counsel

Des Moines, Iowa June 11, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of June, 2018, at 4:00 p.m., at the Urban Campus of the College, 1100 7th Street in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

Joseph Pugel, President Kevin Halterman	Name	Present	Absent
Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall	Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott		

Matters were discussed concerning a Retraining Agreement between the College and Precision, Inc. d/b/a Precision Pulley and Idler. 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 Precision, Inc. d/b/a Precision Pulley and Idler." 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:

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

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:

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND PRECISION, INC. D/B/A PRECISION PULLEY AND IDLER.

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 Precision, Inc. d/b/a Precision Pulley and Idler (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.
- <u>Section 3</u>. 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.
- <u>Section 4</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA)
ss COUNTY OF POLK)

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 June 11, 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 I further certify that the individuals named in the attached of the public in attendance. 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 11th day of June, 2018.

SECRETARY OF THE BOARD OF

DIRECTORS

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

	20180925150225 Project Loan ID Number Form Approval Letter
Des Moines Area Community College Community College	Precision Pulley & Idler Inc. Business
Kelly Mitchell College Contact Person	300 Southeast 14 th St., Pella, IA 50219 Business Location
The above-referenced Community College and Business In Program (260F) training project to provide job training to Form 260F-2, has been finalized and signed by authorized Business. The Iowa Economic Development Authority is therefore in the Iowa Economic Development Authority is the Iowa Economic Development Authority Iowa Economic Development Authority Iowa Economic Development Authority Iowa Economic Development Authority Iowa Economic Development Iowa E	employees of the Business. A Training Contract , I representatives of the Community College and the
Authorized Signature	Date
Approved for allocation by the Iowa Economic Developm	nent Authority:
Authorized Signature	Date

IMPORTANT!

is 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 PRECISION PULLEY & IDLER 260F Project 9

The following Training Plan reflects the expected training activities for PPI. 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 Precision Pulley & Idler staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

Cost 260F Cost

I. Job Skill Training:

\$14,325

\$10,026

Orientation, Quality Assurance, Lean, Safety, Workplace Communication & Respectful Workplace, CNC, welding, Industry specific conferences and certifications and sales training.

II. Management/Supervisory Skills:

\$14,325

\$10,026

Coaching, conducting performance reviews, interviewing/hiring

III. Materials and Supplies:

\$ 1,000

\$ 500

Interactive CDs, videos, books, power points, video and conferencing equipment and training manuals will be purchased to support the training in this plan in order to provide on-going training for Precision employees.

IV. Administrative Costs

\$ 4,448

\$4,448

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total

\$34,098.00

\$25,000

The training began _9/7/2017_ with completion anticipated by 9/6/2019___. 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 _40__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 lowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Precision Pulley & Idler Inc., Pella, (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 lowa.
- (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 lowa.
- (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; 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 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 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, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer 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 Employer that should project funds not be vailable or received from the 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 Economic Development Authority (IEDA). Funds awarded by IEDA 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 IEDA 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 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 IEDA.
 - Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must by approved by the 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 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 employer 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 employer 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 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 business.
- (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 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 IEDA.
- (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 Economic Development Authority the amount of penalty determined by the IEDA. 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 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 then 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. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority 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:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Employer:	Precision Pulley & Idler, Inc.
	300 Southeast 14 th St.
	Pella, IA 50219

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, bligation 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 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.

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

Des Moines Area Community College	Precision Pulley & Idler Inc.
Community College	Business
Toe Pued Board Aresident	Authorized Signature Les Fuller - HR-Training/Dev
Type Name and Title	Type Name and Title L Fuller@ ppi - global . Com Email Address
2006 South Ankeny Blvd.	300 Southeast 14 th St.
Ankeny, IA 50023 Address	Pella, IA 50219 Address
6-11-18	5.2.18
Date	Date

260F-4 (03/00) Section Distriction (03/00) Approved as to Form 08/26/96 by DMACC General Counsel

Des Moines, Iowa June 11, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of June, 2018, at 4:00 p.m., at the Urban Campus of the College, 1100 7th Street in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and 3M Company. 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 3M Company." 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>	Moved	Seconded	<u>Aye</u>	Nay
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall				

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 3M COMPANY.

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 3M Company (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 \$28,000; 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 11th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA) ss COUNTY OF POLK)

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 June 11, 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 11th day of June, 2018.

SECRETARY OF THE BOARD OF

DIRECTORS

Training Plan and Budget For 3M Ames WTED Project #4

The following Training Plan reflects the expected training activities for *3M-Ames*. 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 3M Ames—staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

Cost WTED Cost

I. Job Skill Training

\$33,450 \$23,018

* Training Within Industry events will be delivered by CIRAS approximately once a month.

IV. Administrative Costs

\$ 4,982

\$4,982

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total

\$38,432

\$28,000

The training began August 1, 2018 with completion anticipated by March 1, 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 <u>15</u> unduplicated employees and will show, at the completion of the contract, \$10,432 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

- 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 lowa 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 lowa.
- (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 \$28,000 , (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 <u>6</u>% 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.
- Jection 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:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Business:	3M Abrasive Systems Division
	900 Dayton Ave.
	Ames, IA 50010

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.

ection 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	3M Abrasive Systems Division
Community College	Business
Authorized Signature	Authorized Signature
Type Name and Title	Jeff Biehn - Plant Manager Type Name and Title
Type Hame and The	
	jjbiehn@mmm.com Email Address
	Email Address
2006 South Ankeny Blvd.	900 Dayton Ave
Ankeny, IA 50023	Ames, IA 50010
Address	Address
6-11-18	4-20-18
Date	Date

Des Moines, Iowa June 11, 2018

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of June, 2018, at 4:00 p.m., at the Urban Campus of the College, 1100 7th Street in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Keystone Electrical Manufacturing Co. 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 Keystone Electrical Manufacturing Co." 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>	Moved	Seconded	<u>Aye</u>	Nay
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Fred Greiner Cheryl Langston Jim Knott Dennis Presnall				

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

PRESIDENT OF PHE 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 KEYSTONE ELECTRICAL MANUFACTURING CO.

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 Keystone Electrical Manufacturing Co. (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 \$25,000; 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.

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

Passed and approved this 11th day of June, 2018.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA) ss COUNTY OF POLK)

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 June 11, 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 11th day of June, 2018.

SECRETARY OF THE BOARD OF

DIRECTORS

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 Keystone Electric Des Moines, (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 lowa;
 - (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 lowa;
 - (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 lowa.
- (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 25,000 (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:	Des Moines Area Community College						
	2006 South Ankeny Boulevard						
	Ankeny, IA 50023						
Business:	Keystone Electric						
	2511 Bell Ave						
	Des Moines, IA 50321						

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	Keystone Electrical Manufacturing Co.
Community College	Business
	26
Authorized Cignotius	Authorized Claysoft we
Authorized Signature	Authorized Signature
Soe Prient, Borerd Kresident	Freder of V. Byie Pres. Type Name and Title
Type Name and Title	Type Name and Title
	FByie @ Keystone emc. Con
	Email Address
2006 South Ankeny Blvd.	2511 Bell Ave
Ankeny, IA 50023 Address	Des Maines, IA 50321 Address
0-11-18 Date	5-22-18 Date
Date	Date



AND THE ELEVEN MONTHS THEN ENDED FINANCIAL STATEMENTS

DMACC Fund Descriptions

Fund 1 - General Unrestricted Fund

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

Fund 2 – General Restricted Fund

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

Fund 3 – Auxiliary Fund

hese funds are unrestricted, but they have been designated for a particular use. They account for activities intended primarily to rovide non-instructional services or sales to students, staff, and/or institutional departments, and which are in addition to the ducational 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

his 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 ppropriated or designated for purchase of land, improvements, buildings, and equipment, the retirement of indebtedness and the dministration of the physical plant.

DES MOINES AREA COMMUNITY COLLEGE MONTHLY FINANCIAL REPORT TABLE OF CONTENTS

FINANCIAL STATEMENTS & ATTACHMENTS:

Balance Sheet - All Funds
 Statement of Revenue, Expenditures & Changes in Fund Balance
 Cash in Banks and Investments
 Budget/Actual Report - All Funds
 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 May 31, 2018

	=	Unrestricted	ď	Restricted			SS	Scholar-				
		General Fund 1	ωш	General Fund 2	Auxiliary Fund 3	Agency Fund 4	, <u>T</u>	ship Fund 5	Loan Fund 6		Plant Fund 7	
ASSETS					T			! !				
ets:												
ks and Investments		14,123,550 \$	€9	62,433,013 53,468,417	\$ 3,495,866 31,829	\$2,790,785	69	130,208	\$ 10,220	↔	345,115	& K
SU		1		1	,) 1 1 2		1	52,467			-
Prepaid Expenses		75,006 17,663		1 1	258,264	1 1		1 1	1 1		+ 1	
otal Current Assets		32,461,753		115,901,430	3,785,959	2,800,505		130,208	62,687		419,837	15
; ngs & Improvements		ı		ı	ı	ı		1	1		219,267,635	21
Leased Prop, Books & Films		ı		i	ı	t		ł	1		17,410,577	← [
d Depreciation		-		1	1	1		·			(0/8,800,77)	
Fotal Fixed Assets		1		r	•	•		•	•		158,818,234	15
TOTAL ASSETS	₩	32,461,753	8	115,901,430	\$ 3,785,959	\$2,800,505	ь	130,208	\$ 62,687	ь	159,238,071	\$ 31
ES AND FUND BALANCES												
ilities	↔		↔	2,080,148	\$ 103,542	\$ 1,199	€>	1	, &	₩	99,679	€>
Liabilities		1,445,000		2,637,303	43,700	1		•	•		1,800,356	
Bonds Payable		1		58,980,000	,	i		1	1		27,905,000	ω
ntal Liabilities		ı		5,003,213	1	ı		•	1		1	
įty		t		8,918,116		ſ		1	1		ı	
venue		13,359,069		39,910,275	200	1		•	1		ľ	u)
ld in Custody for Others		20,771		i	•	2,799,306		1	-		1	
Total Liabilities		21,050,831	_	117,529,055	147,742	2,800,505		•	ľ		29,805,035	17
ë		11,410,922		•	3,638,217	ì		1	t		ı	_
pecific Purposes ent in Plant		, ,		(1,627,625)		i 1		130,208	62,687		(1,480,198) 130,913,234	13
otal Fund Balance		11,410,922		(1,627,625)	3,638,217	•		130,208	62,687		129,433,036	14
ILITIES & FUND BAL	↔	32,461,753	⊗	115,901,430	\$ 3,785,959	\$2,800,505	↔	130,208	\$ 62,687	↔	159,238,071	\$ 31

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

	Unrestricted Fund 1	Restricted Fund 2		Auxiliary Fund 3		Agency Fund 4	5	Scholarship <u>Fund 5</u>		Loan Fund 6		Plant und 7		<u>Total</u>
Revenue:														
Tuition and Fees	\$ 54,232,603	\$ 1,062,778	\$	449,950	\$	315,710	\$	-	\$	-	\$		-	\$ 56,061,041
Local Support (Property Taxes)	8,116,485	10,824,017	7	-		-		-		-	8	,133,7	45	27,074,247
State Support	31,224,541	6,681,497	7	-		-		-		-		655,1	22	38,561,160
Federal Support	317,206	3,692,189)	26,421		633,599		16,475,223		-			-	21,144,638
Sales and Services	642,083	3,324	ļ	2,165,218		32,138		-		-		340,4	98	3,183,261
Training Revenue / ACE	-	15,198,863	3	-		-		-		-			-	15,198,863
Other Income	2,282,200	5,245,305	5	2,554,009		1,012,263		1,750		-		305,1	09	 11,400,636
Total Revenue	96,815,118	42,707,973	} _	5,195,598		1,993,710		16,476,973		_	(,434,4	74	172,623,846
Transfers In - General	2,492,632	2,202,748	3	185,060		202,828		187,104		5,000		,750,8	84	7,026,256
Total Revenue and Transfers In	\$ 99,307,750	\$ 44,910,721	- -	5,380,658	\$	2,196,538	\$	16,664,077	\$	5,000	\$ 1	,185,3	58	\$ 179,650,102
, , , , , , , , , , , , , , , , , , , ,	+	<u> </u>			<u> </u>				<u> </u>	1				
Expenditures:														
Instruction	\$ 53,216,589	\$ 19,292,893	\$	-	\$	-	\$	-	\$	-	\$		-	\$ 72,509,482
Academic Support	12,907,178		-	-		-		-		-			-	12,907,178
Student Services	10,038,487	739,584	ļ	-		-		-		-			-	10,778,071
Institutional Support	13,326,947	7,619,566	3	-		-		-		-			-	20,946,513
Operation and Maintenance of Plant	7,616,302	7,706,029)	•-		-		-		-			-	15,322,331
Auxiliary Enterprise Expenditures	-			5,415,662		-		-		_			~	5,415,662
Scholarship Expense	-	-	-	-		-		17,040,551					-	17,040,551
Loan Fund Expense	-		•	-		-		-		3,808			-	3,808
Plant Fund Expense	-	-	•	-		-		-		-	į	,439,8	72	5,439,872
Agency Fund Expense						1,412,525	_	_	_	-			_	1,412,525
Total Expenditures	97,105,503	35,358,072	2	5,415,662		1,412,525		17,040,551		3,808		,439,8	72	161,775,993
Transfers Out - General	2,041,483	4,372,068	3	420,809		191,896		-		-				7,026,256
Total Expenditures and Transfers Out	99,146,986	39,730,140		5,836,471		1,604,421		17,040,551		3,808		,439,8	72	 168,802,249
Net Increase (Decrease) for the Period	160,764	5,180,581		(455,813)		592,117		(376,474)		1,192	(,745,4	86	10,847,853
Fund Balance at Beginning of Year	11,250,158	(6,808,206	5)	4,094,030		1,464,778		506,682	_	61,495	123	,687,5	50	 134,256,487
Fund Balance at End of Period	\$ 11,410,922	\$ (1,627,625	5) \$	3,638,217	\$	2,056,895	\$	130,208	\$	62,687	\$ 129	,433,0	36	\$ 145,104,340

DES MOINES AREA COMMUNITY COLLEGE INVESTMENT RECAP May 31, 2018

DEPOSITORY ACCOUNTS Bank			Amount	<u>Rate</u>	<u>Maturity</u>	
Bankers Trust		\$	14,868,887	1.25%	Money Market	
Various Checking Accounts		\$	292,317	0.75%	Checking Accounts	
Wells Fargo Bank - Ankeny		\$		0.15%	Money Market	
Sub Total		\$	15,161,204			
DMACC INVESTMENTS		Ψ	13,101,201			
<u>Bank</u>	Purchase Date		<u>Amount</u>	<u>Rate</u>	Maturity	
Bank Iowa		\$	7,037,643	1.35%	Investment Account	
Bank of the West		\$	168,319	0.50%	Checking Accounts	
Federal Home Loan Bank	May 26, 2016	\$	3,350,000	1.00%	6/29/2018*	
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		\$	59,114	0.35%	Investment Account	
Wells Fargo		\$_	519,057	1.25%	Investment Account	
Sub Total		\$	14,134,133			
						Calculated Term
ISJIT INVESTMENTS						Months
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
City State Bank - Madrid	February 10, 2017	\$	2,000,000	1.41%	August 14, 2018	18.3
Collins Credit Union (Collateralized)	June 30, 2016	\$	4,000,000	1.54%	January 16, 2019	31.0
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
People Savings Bank - Des Moines	August 10, 2017	\$	2,000,000	1.55%	August 10, 2018	12.2
U of I Credit Union (Collateralized)	May 2, 2016	\$	1,000,000	1.00%	May 2, 2018	24.3
U of I Credit Union (Collateralized)	•	\$	18,200,731	2.26%	Money Market	
Bankers Trust - Des Moines Money Market		\$	12,147,922	1.25%	Money Market	
ISJIT Diversified Fund		\$	8,584,768	1.41%	Money Market	
Total ISJIT Investments		\$	54,033,421			
Grand Total of Investments		\$	83,328,758			
Grand Total Weighted Average of Investments		•		1.62%		

Callable Feature *

SLGS – An acronym (pronounced "slugs") for "State and Local Government Series." SLGS are special Treasury securities sold by the United States Treasury Department to states, municipalities and other local government bodies. The interest rates and maturities of SLGS can be subscribed for by an issuer of municipal securities in such a manner as to comply with arbitrage restrictions imposed under the Internal Revenue Code.

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

Fund Name	Fund Number		Board Approved Budget		Working Budget		Amount Received/ Expended	C	Budget ommitments	Working Budget Balance		
Revenue				_		_						
Unrestricted Current	1	\$	105,757,815	\$	108,168,063	\$	99,307,750			\$	8,860,313	
Restricted Current	2		49,646,938		51,926,848		44,910,721				7,016,127	
Auxiliary	3		6,162,744		6,210,744		5,380,658				830,086	
Agency	4		857,917		851,417		2,196,538				(1,345,121)	
Scholarship	5		20,799,154		20,797,454		16,664,077				4,133,377	
Loan	6		5,000		5,000		5,000				-	
Plant	7	_	14,394,515		12,131,672	_	11,185,358			_	946,314	
Total Revenue		\$	197,624,083	\$	200,091,198	\$	179,650,102	:		\$	20,441,096	
Expenditures									,			
Unrestricted Current	1	\$	105,588,536	\$	107,793,890	\$	99,146,986	\$	4,128,350	\$	4,518,554	
Restricted Current	2		50,194,986		53,559,891		39,730,140		1,484,017		12,345,734	
Auxiliary	3		6,144,127		6,507,569		5,836,471		461,913		209,185	
Agency	4		788,269		794,314		1,604,421		38,304		(848,411)	
Scholarship	5		20,894,154		20,883,554		17,040,551				3,843,003	
Loan	6		5,000		5,000		3,808				1,192	
Plant	7		14,374,049		9,478,589		5,439,872		131,066		3,907,651	
Total Expenditures		\$	197,989,121	\$	199,022,807	\$	168,802,249	\$	6,243,650	\$	23,976,908	

Des Moines Area Community College Revenue/Expense Comparison With Prior Year For the Eleven Months Ended May 31, 2018

