

Des Moines Area Community College

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Board of Directors Meeting Minutes

8-8-2016

Board of Directors Meeting Minutes (August 8, 2016)

DMACC

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Board of Directors
Des Moines Area Community College

Telephonic Board Meeting
August 8, 2016 – 4:00 p.m.

Revised Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Consent Items.
 - a. Consideration of minutes from July 11, 2016 Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
6. Board Report 16-087. Approval of Intent to Fill Vacancy in DMACC Director District 2 at September 13th Special Election.
7. Board Report 16-088. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Seneca Tank, Inc.**
8. Board Report 16-089. 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 **Consumer Safety Technology LLC, Project #1.**
9. Board Report 16-090. 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 **Habitat for Humanity – Marion County, Project #1.**
10. Board Report 16-091. 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 **Housby Mack, Inc., Project #2.**
11. Board Report 16-092. 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 **O'Halloran International, Project #2.**

12. **Board Report 16-093.** 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 Progress Industries, Newton, Project #6.**
13. **Board Report 16-094.** 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 Shade Tree Auto, LLC Project #1.**
14. **Board Report 16-095.** 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 Summertime Potato Company, Project #2.**
15. **Board Report 16-096.** A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F, Code of Iowa, for Concrete Technologies, Inc. Project #1.**
16. Information Items:
 - September 5 – Holiday; All campuses closed.
 - September 12 – Joint Meeting with Heartland AEA, Ankeny, 3:00 p.m.
 - September 12 - DMACC Board meeting, Ankeny; 4:00 p.m.
17. Adjourn.

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

**BOARD MEETING
August 8, 2016**

A telephonic meeting of the Des Moines Area Community College Board of Directors was held on August 8, 2016. Board Chair Joe Pugel called the meeting to order at 4:01 p.m.

ROLL CALL

Members in attendance or connected via telenet: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Jim Knott, Joe Pugel and Madelyn Tursi.

Members absent: Cheryl Langston, Denny Presnall.

Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer, staff.

APPROVE REVISED AGENDA

Tursi moved; seconded by Halterman to approve the revised agenda. Motion passed unanimously. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.

PUBLIC COMMENTS

None.

CONSENT ITEMS

Buie moved; seconded by Gallagher to approve the consent items: a) Minutes from the July 11, 2016 Regular Board Meeting b) Human Resources Report and Addendum (Attachment #1) and c) Payables (Attachment #2).

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

**INTENT TO FILL VACANCY IN
DMACC DIRECTOR DISTRICT 2
AT SEPTEMBER 13TH SPECIAL
ELECTION**

Board Report 16-087. Knott moved; seconded by Tursi recommending that the Board fill the vacancy for the unexpired term in DMACC District 2 at the September 13th Special Election.

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

**APPROVE RETRAINING OR
TRAINING AGREEMENTS**

Greiner moved; seconded by Tursi to approve Items #7-15 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.

Seneca Tank, Inc.

Board Report 16-088. 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 Seneca Tank, Inc.

*Consumer Safety Technology
LLC Project #1*

Board Report 16-089. Attachment #4. 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 Consumer Safety Technology LLC Project #1.

*Habitat for Humanity – Marion
County Project #1*

Board Report 16-090. Attachment #5. 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 Habitat for Humanity – Marion County Project #1.

Housby Mack Inc. Project #2

Board Report 16-091. 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 Housby Mack Inc. Project #2.

*O'Halloran International
Project #2*

Board Report 16-092. Attachment #7. 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 O'Hailoran International Project #2.

*Progress Industries - Newton
Project #6*

Board Report 16-093. Attachment #8. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under Chapter 260C, Code of Iowa, for Progress Industries - Newton Project #6.

Shade Tree Auto LLC Project #1

Board Report 16-094. Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under Chapter 260C, Code of Iowa, for Shade Tree Auto LLC Project #1.

*Summertime Potato Company
Project #2.*

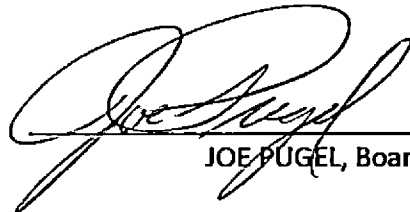
Board Report 16-095. Attachment #10. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under Chapter 260C, Code of Iowa, for Summertime Potato Company Project #2.

*Concrete Technologies, Inc.
Project #1*

Board Report 16-096. Attachment #11. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for Concrete Technologies, Inc. Project #1.

ADJOURN

Tursi moved; seconded by Greiner to adjourn. Motion passed unanimously and at 4:11 p.m. Board Chair Joe Pugel adjourned the meeting. Aye-Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

AGENDA ITEM Human Resources Report

BACKGROUND

There are no personnel actions to report at this time.

Addendum Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Wollesen, Eric
Instructor, Automotive Technology
Carroll Campus
9 Month Position
Annual Salary: \$60,860 (FY16)
Effective: August 22, 2016
Continuing Contract

2. Willey, Meredith
Instructor, Nursing
Ankeny Campus
9 Month Position
Annual Salary: \$57,736 (FY16)
Effective: August 22, 2016
Continuing Contract

3. Barger, Steven
Instructor, Criminal Justice
Ankeny Campus
9 Month Position
Annual Salary: \$60,860 (FY16)
Effective: August 22, 2016
Continuing Contract

4. Hemann, Kari
Instructor, Nursing
Newton Campus
9 Month Position
Annual Salary: \$63,984 (FY16)
Effective: August 22, 2016
Continuing Contract

RECOMMENDATION

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

Report: FWRRC
 Date: 07/21/2016
 Time: 07:50 AM

Des Moines Area Community College
 List of checks over \$2,500.00 from 23-JUN-2016 to 20-JUL-2016

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	606150	\$31,837.50	\$1,837.50	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
Alliant Energy	606155	\$19,076.51	\$8,848.67	6190	Utilities	Utilities
			\$19.23	6190	Building Rental for	Utilities
			\$1,435.04	6190	Plant Operations, Pe	Utilities
			\$1,297.84	6190	Utilities	Utilities
			\$7,219.44	6190	Utilities	Utilities
			\$148.44	6190	Utilities	Utilities
			\$81.27	6190	Utilities	Utilities
			\$26.58	6190	Utilities	Utilities
Alt Studios LLC	606156	\$3,675.00	\$3,675.00	6269	WTED-General Exp	Other Company Servic
Ames Municipal Utilities	606158	\$3,283.85	\$3,283.85	6190	Utilities	Utilities
Arizona Mound Company	606161	\$4,499.28	\$1,875.00	6322	Booster Club	Materials & Supplies
			\$2,624.28	6322	Booster Club	Materials & Supplies
Avallon Inc	606165	\$2,759.00	\$2,759.00	6060	Equip Replacement In	Maintenance/Repair o
Baxter Construction	606169	\$22,124.52	\$22,124.52	7600	Building 7 Expansion	Buildings and Fixed
Cassandra R Halls	606192	\$3,475.00	\$3,475.00	6015	Softskills Training	Consultant's Fees
City of Ankeny	606197	\$11,926.77	\$336.69	6190	Utilities	Utilities
			\$75.07	6190	Utilities	Utilities
			\$71.50	6190	Utilities	Utilities
			\$30.50	6190	Utilities	Utilities

Report: FWRR040
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Des Moines Area Comm College
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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	606197	\$11,926.77	\$29.42	6190	Utilities	Utilities
			\$71.50	6190	Utilities	Utilities
			\$93.24	6190	Utilities	Utilities
			\$71.50	6190	Utilities	Utilities
			\$349.10	6190	Utilities	Utilities
			\$114.98	6190	Utilities	Utilities
			\$4,836.99	6190	Utilities	Utilities
			\$4,922.69	6190	Utilities	Utilities
			\$82.37	6190	Utilities	Utilities
			\$628.38	6190	Physical Plant Opera	Utilities
Mollignon, Jane	606201	\$3,135.00	\$1,567.50	6019	Special Needs	Prof Svcs-Individual
			\$1,567.50	6019	Special Needs	Prof Svcs-Individual
Crede Reference Limited	606206	\$11,934.00	\$11,934.00	6322	Equip Replacement Li	Materials & Supplies
MART	606210	\$2,742.00	\$4,760.00	6511	Ticket Sales	Purchases for Resale
			-\$2,018.00	6511	Ticket Sales	Purchases for Resale
Des Moines Asphalt & Pavi	606215	\$231,997.50	\$135,577.50	6100	Buildings Equipment	Maintenance of Groun
			\$96,420.00	6100	Buildings Equipment	Maintenance of Groun
Des Moines Asphalt & Pavi	606216	\$80,314.93	\$80,314.93	6100	Buildings Equipment	Maintenance of Groun
Des Moines Register	606218	\$6,631.58	\$6,631.58	6110	Office of Dir, Marke	Information Services
Des Moines Water Works	606220	\$2,641.22	\$551.07	6190	Utilities	Utilities
			\$288.11	6190	Utilities	Utilities
			\$53.39	6190	Utilities	Utilities

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Des Moines Water Works	606220	\$2,641.22	\$1,458.88	6190	Utilities	Utilities
			\$289.77	6190	Utilities	Utilities
Ebsco Subscription Servic	606230	\$11,677.64	\$1,407.00	6269	Equipment Replacemen	Other Company Servic
			\$6,500.00	6269	Library Automation	Other Company Servic
			\$3,770.64	6322	Equip Replacement Li	Materials & Supplies
FFA Enrichment Center	606240	\$5,810.00	\$4,650.00	6210	On-site Wastewater T	Rental of Buildings
			\$1,050.00	6210	On-site Wastewater T	Rental of Buildings
			\$110.00	6210	On-site Wastewater T	Rental of Buildings
Forst Training and Consul	606243	\$9,030.61	\$1,428.00	6015	Softskills Training	Consultant's Fees
			\$1,800.00	6015	Softskills Training	Consultant's Fees
			\$2,578.00	6015	Softskills Training	Consultant's Fees
			\$294.61	6015	Softskills Training	Consultant's Fees
			\$2,930.00	6015	Softskills Training	Consultant's Fees
Gay, Kelly K.	606246	\$4,225.00	\$425.00	6019	Manufacturing Skills	Prof Svcs-Individual
			\$3,800.00	6019	Manufacturing Skills	Prof Svcs-Individual
Gov Connection Inc	606251	\$4,670.78	\$4,670.78	6323	IA DOT Administrativ	Minor Equipment
Graphic Edge	606254	\$4,198.46	\$651.48	6269	Office of Exec Dean,	Other Company Servic
			\$3,339.63	6322	Office of Exec Dean,	Materials & Supplies
			\$207.35	6322	IA Comm College Athl	Materials & Supplies
Hawkeye Community College	606264	\$6,570.00	\$6,570.00	6460	Continuing Ed, Manuf	Other Materials and
HostIowa.net	606272	\$6,930.00	\$6,930.00	6015	On-site Wastewater T	Consultant's Fees
Iowa Department of Correc	606277	\$4,166.67	\$2,500.00	4309	Corrections-Newton	Federal Vocational A

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Iowa Department of Correc	606277	\$4,166.67	\$1,666.67	4309	Corrections-Mitchell	Federal Vocational A
Iowa Health Educators Ass	606278	\$14,595.00	\$14,595.00	6269	Iowa Health Educator	Other Company Servic
Iowa Machinery	606280	\$3,163.73	\$72.88	6322	Equip Replacement In	Materials & Supplies
			\$1,655.63	6322	Tool Machinist	Materials & Supplies
			\$24.29	6322	Tool Machinist	Materials & Supplies
			\$749.20	6322	Equip Replacement In	Materials & Supplies
			\$502.75	6322	Follett Bookstore	Materials & Supplies
			\$158.98	6322	Equip Replacement In	Materials & Supplies
Jepson, Brad E.	606286	\$2,827.50	\$2,827.50	6100	Grounds	Maintenance of Groun
Kleis Consulting Group In	606296	\$9,350.00	\$8,100.00	6015	Softskills Training	Consultant's Fees
			\$1,250.00	6015	Softskills Training	Consultant's Fees
Lean Steps Consulting Inc	606302	\$7,500.00	\$2,500.00	6269	Quality Assurance Tr	Other Company Servic
			\$5,000.00	6269	Quality Assurance Tr	Other Company Servic
LearnWell Projects LLC	606303	\$6,650.00	\$6,650.00	6269	Office of Sr VP, Aca	Other Company Servic
Liebovich/PDM Steel & Alu	606306	\$6,972.68	\$213.22	6322	Tool Machinist	Materials & Supplies
			\$4,742.64	6322	Tool Machinist	Materials & Supplies
			\$2,016.82	6322	Tool Machinist	Materials & Supplies
Macerich Southridge Mall	606315	\$4,137.57	\$4,137.57	6210	Plant Operations - S	Rental of Buildings
MarketPoint Productions I	606318	\$3,925.00	\$3,925.00	7100	Motorcycle and Moped	Furniture, Machinery
MHC Systems	606326	\$2,781.58	\$2,781.58	6323	Equip Replacement In	Minor Equipment
MidAmerican Energy Co	606328	\$81,512.12	\$3,485.80	6190	Cap Med Bldg-Common	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	606328	\$81,512.12	\$73,655.92	6190	Utilities	Utilities
			\$4,370.40	6190	Physical Plant Opera	Utilities
MidAmerican Energy Co	606329	\$6,106.85	\$205.83	6190	Plant Operations - S	Utilities
			\$5,557.79	6190	Plant Operations - S	Utilities
			\$343.23	6190	Building Rental for	Utilities
Nelson, Maura G.	606342	\$5,069.45	\$5,069.45	6470	Culinary Training in	Travel-Out of State
Northwest Iowa Community	606348	\$7,979.56	\$7,000.00	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$979.56	6952	Iowa Adv Manufacturi	TAACT Fringes
OCLC Inc	606351	\$18,571.50	\$18,571.50	6322	Equip Replacement Li	Materials & Supplies
Reinhart Foodservice	606370	\$9,297.78	\$2,055.92	6322	Hospitality Careers	Materials & Supplies
			\$2,428.19	6321	Culinary Arts	Food
			\$2,055.92	6322	Conference Center/Sp	Materials & Supplies
			\$2,055.92	6322	Bistro	Materials & Supplies
			\$24.54	6321	Culinary Arts	Food
\$677.29	6322	Culinary Arts	Materials & Supplies			
Securitas Security Servic	606382	\$37,345.48	\$21,338.50	6261	Non Tort Security In	Contracted Security
			\$537.04	6261	Non Tort Security In	Contracted Security
			\$15,469.94	6261	Non Tort Security In	Contracted Security
Siemens Industry Inc	606384	\$11,115.26	\$11,115.26	6090	Building 7 Expansion	Maintenance/Repair o
Smith Promotional Adv Inc	606387	\$2,579.74	\$2,579.74	6322	Admission Processing	Materials & Supplies
Snyder and Associates Inc	606389	\$10,024.25	\$1,442.00	6015	Buildings Equipment	Consultant's Fees
			\$8,582.25	6015	Buildings Equipment	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Spring Green Lawn Care	606392	\$8,345.95	\$130.00	6100	Boone Campus Housing	Maintenance of Groun
			\$570.00	6100	Office of Exec Dean,	Maintenance of Groun
			\$398.00	6100	Office of Exec Dean,	Maintenance of Groun
			\$398.00	6100	Office of Exec Dean,	Maintenance of Groun
			\$3,720.00	6100	Office of Exec Dean,	Maintenance of Groun
			\$2,027.00	6100	Office of Exec Dean,	Maintenance of Groun
			\$123.95	6100	Office of Exec Dean,	Maintenance of Groun
			\$300.00	6100	Boone Campus Housing	Maintenance of Groun
			\$524.00	6100	Boone Campus Housing	Maintenance of Groun
			\$155.00	6100	Office of Exec Dean,	Maintenance of Groun
State Steel Supply Co	606395	\$10,295.91	\$578.40	6322	Welding	Materials & Supplies
			\$7,312.05	6322	Welding	Materials & Supplies
			\$2,109.15	6322	Welding	Materials & Supplies
			\$296.31	6322	Welding	Materials & Supplies
Statista Inc	606396	\$5,265.00	\$5,265.00	6269	Library	Other Company Servic
Story Construction	606400	\$10,250.00	\$10,250.00	6090	Boone Campus Housing	Maintenance/Repair o
Sysco Food Services of Io	606405	\$3,413.30	\$259.68	6322	Culinary Arts	Materials & Supplies
			\$26.07	6322	Culinary Arts	Materials & Supplies
			\$1,120.50	6322	Culinary Arts	Materials & Supplies
			\$630.73	6322	Culinary Arts	Materials & Supplies
			\$31.83	6322	Culinary Arts	Materials & Supplies
			\$59.78	6322	Culinary Arts	Materials & Supplies
			\$92.40	6322	Culinary Arts	Materials & Supplies
			-\$23.96	6322	Culinary Arts	Materials & Supplies
			\$607.34	6322	Culinary Arts	Materials & Supplies
			\$498.27	6322	Culinary Arts	Materials & Supplies
\$110.66	6322	Culinary Arts	Materials & Supplies			

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Des Moines Area College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Titan Machinery	606407	\$44,500.00	\$44,500.00	7100	Equip Replacement In	Furniture, Machinery
Townsquare Media	606409	\$3,500.00	\$3,500.00	6269	WTED-General Exp	Other Company Servic
Verizon Wireless	606426	\$8,965.97	\$114.16	6150	Office Exec Dir, Ins	Communications
			\$40.01	6150	LEAN Process Improve	Communications
			\$52.08	6150	Office of VP, Info S	Communications
			\$37.23	6150	Workforce Developmen	Communications
			\$52.08	6150	Plant Operations - S	Communications
			\$312.48	6150	WTED-General Exp	Communications
			\$52.08	6150	WIA-Dislocated Worke	Communications
			\$431.20	6150	Non Tort Security In	Communications
			\$57.46	6150	Upward Bound Year 24	Communications
			\$37.23	6150	Continuing Ed, 2 Day	Communications
			\$42.46	6150	Office of Dir, Stude	Communications
			\$47.23	6150	Physical Plant Opera	Communications
			\$129.66	6150	Academic Development	Communications
			\$171.39	6150	Non Tort Security In	Communications
			\$151.70	6150	Recruiting-Program D	Communications
			\$52.08	6150	GED Book Sales	Communications
			\$127.83	6150	Office of Exec Dean,	Communications
			\$602.55	6150	Economic Development	Communications
			\$50.02	6150	Utilities	Communications
			\$52.08	6150	Office of Exec Dir,	Communications
			\$52.08	6150	Continuing Ed, Healt	Communications
			\$37.23	6150	Continuing Ed, Trade	Communications
			\$37.23	6150	Director, Nursing	Communications
			\$14.01	6150	Dental Assistant	Communications
			\$37.23	6150	Respiratory Therapy	Communications
			\$156.24	6150	Office of Dean, Scie	Communications
			\$52.08	6150	Office of the Presid	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	606426	\$8,965.97	\$37.23	6150	Transportation Insti	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$275.07	6150	Heating/AC/Refrig Te	Communications
			\$52.08	6150	Office of Dean, Heal	Communications
			\$37.23	6150	Associates Degree Nu	Communications
			\$144.17	6150	Student Records/Serv	Communications
			\$50.02	6150	Office of Exec Dean,	Communications
			\$62.08	6150	Associate Dean, Urba	Communications
			\$188.62	6150	Office of Exec Dean,	Communications
			\$135.74	6150	Grounds	Communications
			\$360.29	6150	Office of the Dir, P	Communications
			\$37.23	6150	Transportation	Communications
			\$668.73	6150	Mechanical Maintenan	Communications
			\$74.46	6150	Custodial	Communications
			\$40.01	6150	Safety Committee	Communications
			\$75.77	6150	Physical Plant Opera	Communications
			\$319.70	6150	Physical Plant Opera	Communications
			\$99.31	6150	Physical Plant Opera	Communications
			\$30.02	6150	Office of Controller	Communications
			\$144.17	6150	Office of Exec Dir,	Communications
			\$1,304.14	6150	WLAN Support	Communications
			\$212.12	6150	Office of Dir, Marke	Communications
			\$52.08	6150	Office of Exec Dir,	Communications
			\$926.22	6150	Program Development	Communications
			\$92.09	6150	Office of Exec Dean,	Communications
			\$40.01	6150	Volleyball	Communications
			\$30.02	6150	Veterinary Technician	Communications
			\$104.16	6150	Special Needs	Communications
			\$38.52	6150	Softskills Training	Communications
			\$52.08	6150	Story County Academy	Communications
			\$52.08	6150	Gateway to College	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	606426	\$8,965.97	\$92.09	6150	Judicial Office	Communications
			\$37.23	6150	IES-Des Moines	Communications
			\$62.08	6150	Jasper County Career	Communications
Kerox Corp	606442	\$11,150.72	\$518.50	6220	Duplicating Services	Rental of Equipment
			\$1,566.00	6322	Duplicating Services	Materials & Supplies
			\$4,261.12	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$4,805.10	6322	Duplicating Services	Materials & Supplies
Yankee Book Peddler Inc	606443	\$4,348.74	\$2,708.11	6310	Equip Replacement Li	Library Books/Electr
			\$89.36	6310	Equip Replacement Li	Library Books/Electr
			\$1,225.92	6310	Equip Replacement Li	Library Books/Electr
			\$78.20	6310	Equip Replacement Li	Library Books/Electr
			\$247.15	6310	Equip Replacement Li	Library Books/Electr
Your Clear Next Step LLC	606444	\$7,875.00	\$135.00	6015	Softskills Training	Consultant's Fees
			\$2,700.00	6015	Softskills Training	Consultant's Fees
			\$4,500.00	6015	Softskills Training	Consultant's Fees
			\$540.00	6015	Softskills Training	Consultant's Fees
DMACC Student Accounts	606456	\$32,007.79	\$34.50	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$858.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,465.25	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,681.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$504.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,299.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,068.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$4,300.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,501.75	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$4,300.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,102.01	6266	WIA-Dislocated Worke	Stipends/Allowances

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
MACC Student Accounts	606456	\$32,007.79	\$1,433.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,362.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,433.79	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,073.99	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$2,146.50	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,144.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$4,300.00	6266	WIA-Adult	Stipends/Allowances
			\$1,001.00	6266	WIA-Adult	Stipends/Allowances
Kabel Business Services	606461	\$6,736.11	\$87.40	1550	Central IA Wrkfrce I	Prepaid Expenses
			\$6,648.71	1550	Central IA Wrkfrce I	Prepaid Expenses
Service Legends	606463	\$3,590.39	\$1,712.18	6266	Natl Emergency Grant	Stipends/Allowances
			\$1,878.21	6266	Natl Emergency Grant	Stipends/Allowances
Nelson Development 10 LLC	606469	\$17,781.56	\$601.63	1550	IES-Des Moines	Prepaid Expenses
			\$7,861.31	1550	IES-Des Moines	Prepaid Expenses
			\$601.63	6030	IES-Des Moines	Custodial Services
			\$379.94	6210	Workforce Services	Rental of Buildings
			\$379.94	1550	Workforce Services	Prepaid Expenses
			\$47.90	1550	Workforce Services	Prepaid Expenses
			\$7,861.31	6210	IES-Des Moines	Rental of Buildings
			\$47.90	6030	Workforce Services	Custodial Services
DMACC HEA	606578	\$7,491.96	\$7,491.96	2272	Payroll Office	DMACC/HEA Dues Payab
Alliant Energy	606594	\$4,815.53	\$3,819.07	6190	Boone Campus Housing	Utilities
			\$996.46	6190	Boone Campus Housing	Utilities
American Heritage Life In	606595	\$3,029.68	\$1,127.76	2286	Payroll Office	Accident Insurance P
			\$1,479.32	2287	Payroll Office	Cancer Insurance Pay

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
American Heritage Life In	606595	\$3,029.68	\$258.60	2288	Payroll Office	Critical Illness Ins
			\$164.00	2289	Payroll Office	Hospitalization Insu
AVI Systems	606599	\$4,724.65	\$4,724.65	6323	Office of Exec Dean,	Minor Equipment
Business Publications Cor	606604	\$3,033.74	\$1,319.37	6269	WTED-General Exp	Other Company Servic
			\$1,319.37	6269	WTED-General Exp	Other Company Servic
			\$200.00	6269	WTED-General Exp	Other Company Servic
			\$195.00	6120	Office of Dir, Marke	Printing/Reproductio
Central Landscape	606608	\$26,754.15	\$26,754.15	6444	Buildings Equipment	Landscaping Material
Competitive Edge	606612	\$4,749.60	\$358.50	6269	Wellness	Other Company Servic
			\$1,032.25	6269	Student Activities	Other Company Servic
			\$532.05	6269	Wellness	Other Company Servic
			\$406.80	6269	Wellness	Other Company Servic
			\$372.50	6269	Wellness	Other Company Servic
			\$795.00	6269	Wellness	Other Company Servic
			\$1,252.50	6269	Wellness	Other Company Servic
Computer Comforts, Inc	606613	\$21,270.30	\$21,270.30	6323	Student Center Proj-	Minor Equipment
CompView Inc	606614	\$21,000.00	\$21,000.00	6323	Office of Exec Dean,	Minor Equipment
Conference Technologies I	606615	\$7,673.21	\$7,673.21	6323	Equip Replacement We	Minor Equipment
Constellation NewEnergy G	606616	\$8,612.24	\$8,612.24	6190	Utilities	Utilities
Corn States Metal Fabrica	606617	\$5,930.00	\$5,930.00	6090	Equip Replacement In	Maintenance/Repair o
Delta Dental Plan of Iowa	606623	\$2,752.50	\$2,752.50	2285	Payroll Office	Vision Insurance Pay

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Elite Glass & Metal LLC	606630	\$59,452.32	\$59,452.32	6090	Buildings Equipment	Maintenance/Repair o
Fastenal Co	606632	\$4,374.43	\$4,374.43	6410	Auxilliary Profits N	Janitorial Materials
FBG Service Corporation	606633	\$8,965.51	\$122.06	6030	FFA Enrichment Cente	Custodial Services
			\$122.07	6030	FFA Enrichment Cente	Custodial Services
			\$6,982.00	6030	Physical Plant Opera	Custodial Services
			\$1,480.00	6030	Plant Operations - E	Custodial Services
			\$259.38	6030	FFA Enrichment Cente	Custodial Services
Heartland Area Education	606646	\$6,045.98	\$4,554.00	2019	IPT Regional Telecom	Accounts Payable Acc
			\$1,491.98	2019	IPT Regional Telecom	Accounts Payable Acc
Heartland Business System	606647	\$15,600.00	\$15,600.00	6269	Technical Update Equ	Other Company Servic
Higher One	606651	\$25,000.00	\$25,000.00	6269	Student ID Card Offi	Other Company Servic
Holmes Murphy & Associat	606652	\$1,935,101.20	\$62,421.75	6180	Non Tort Insurance	Insurance
			\$1,125.00	6180	Non Tort Insurance	Insurance
			\$13,887.50	6180	Non Tort Insurance	Insurance
			\$61,040.00	6180	Non Tort Insurance	Insurance
			\$72,972.00	6180	Non Tort Insurance	Insurance
			\$364,019.00	5910	Workers Compensation	Workmen's Comp Insur
			\$376.00	5910	Workers Compensation	Workmen's Comp Insur
			\$2,313.80	5910	Workers Compensation	Workmen's Comp Insur
			\$20,000.00	6269	Non Tort Equip Maint	Other Company Servic
			\$800,000.00	6180	Non Tort Equip Maint	Insurance
			\$248,964.00	6180	Non Tort Insurance	Insurance
			\$53,679.00	6180	Tort Insurance	Insurance
			\$76,293.25	6180	Tort Insurance	Insurance
\$17,527.00	6180	Tort Insurance	Insurance			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Holmes Murphy & Associat	606652	\$1,935,101.20	\$43,205.00	6180	Tort Insurance	Insurance
			\$38,369.90	6180	Tort Insurance	Insurance
			\$42,084.00	6180	Non Tort Insurance	Insurance
			\$5,469.00	6180	Non Tort Insurance	Insurance
			\$11,355.00	6180	Non Tort Insurance	Insurance
HP Inc	606653	\$4,388.00	\$552.00	6322	Equip Replacement St	Materials & Supplies
			\$2,877.00	6323	Equip Replacement Ne	Minor Equipment
			\$959.00	6323	Mortuary Science Pro	Minor Equipment
Iowa Department of Transp	606655	\$2,645.97	\$6.89	6322	Grounds	Materials & Supplies
			\$810.02	6322	Grounds	Materials & Supplies
			\$42.56	6322	Grounds	Materials & Supplies
			\$1,786.50	6322	Grounds	Materials & Supplies
James Mardock	606657	\$5,265.13	\$5,265.13	6015	Office of the Dir, P	Consultant's Fees
Koester Construction Co I	606663	\$19,235.95	\$11,825.00	6090	Equip Replacement Sc	Maintenance/Repair o
			\$7,410.95	6090	Buildings Equipment	Maintenance/Repair o
Lean Steps Consulting Inc	606667	\$8,075.00	\$8,075.00	6269	Quality Assurance Tr	Other Company Servic
Lincoln National Life Ins	606670	\$62,366.36	\$6,873.42	2255	Payroll Office	ST Disability - A In
			\$15,985.20	2254	Payroll Office	Long Term Disability
			\$20,062.96	2253	Payroll Office	Basic Life Insurance
			\$2,959.35	2258	Payroll Office	Spouse Opt Life Ins
			\$1,543.60	2259	Payroll Office	Dep Supp Life Ins Pa
			\$8,447.87	2257	Payroll Office	Emp Opt Life Ins Pay
\$6,493.96	2256	Payroll Office	ST Disability - B In			
Marlin P Jones & Assoc In	606675	\$2,633.65	\$2,633.65	6322	TAAACCT Round 4	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Marsden Bldg Maint LLC	606676	\$2,581.28	\$475.28	6030	Racing & Gaming Rent	Custodial Services
			\$2,106.00	6030	Cap Med Bldg-Common	Custodial Services
MJC Interiors	606688	\$4,994.00	\$4,994.00	6378	Auxilliary Profits N	Materials/Supplies f
NetSupport Incorporated	606693	\$2,514.23	\$2,514.23	6265	Non Tort Equip Maint	Software Service Agr
Park Place Technologies	606695	\$18,073.44	\$18,073.44	6060	Non Tort Equip Maint	Maintenance/Repair o
Pigott Inc	606700	\$11,140.64	\$11,140.64	6323	Equip Replacement St	Minor Equipment
Quality Striping Inc	606703	\$2,995.00	\$2,995.00	6100	Buildings Equipment	Maintenance of Groun
Reynolds & Reynolds Inc	606707	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Versa Products	606726	\$31,081.44	\$31,081.44	6323	Equip Replacement We	Minor Equipment
VWR International/Wards N	606728	\$5,509.31	\$194.27	6322	Equip Replacement Sc	Materials & Supplies
			\$5,315.04	6323	Equipment Replacemen	Minor Equipment
Wex Bank	606730	\$7,208.47	\$1,166.83	6420	Grounds	Vehicle Materials an
			\$105.14	6420	Office of Exec Dean,	Vehicle Materials an
			\$45.09	6420	Office of Exec Dean,	Vehicle Materials an
			\$52.02	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$177.44	6420	Building Trades	Vehicle Materials an
			\$1,126.11	6420	Vehicle Pool	Vehicle Materials an
			\$115.74	6420	Economic Development	Vehicle Materials an
			\$110.73	6420	WLAN Support	Vehicle Materials an
			\$418.99	6420	Physical Plant Opera	Vehicle Materials an
			\$10.26	6420	Agri Business	Vehicle Materials an
			\$123.90	6420	Warren County Career	Vehicle Materials an

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Flex Bank	606730	\$7,208.47	\$83.83	6420	Office of Dir, Marke	Vehicle Materials an
			\$331.80	6420	Non Tort Security In	Vehicle Materials an
			\$534.77	6420	Non Tort Security In	Vehicle Materials an
			\$204.24	6420	Plant Operations - S	Vehicle Materials an
			\$76.43	6420	Mortuary Science Pro	Vehicle Materials an
			\$947.06	6420	Program Development	Vehicle Materials an
			\$43.09	6420	Campus Communication	Vehicle Materials an
			\$95.41	6420	Physical Plant Opera	Vehicle Materials an
			\$237.40	6420	Physical Plant Opera	Vehicle Materials an
			\$39.99	6420	Physical Plant Opera	Vehicle Materials an
			\$81.00	6420	Physical Plant Opera	Vehicle Materials an
			\$214.06	6420	Office of the Dir, P	Vehicle Materials an
			\$73.23	6420	Mail Service	Vehicle Materials an
\$58.49	6420	Transportation	Vehicle Materials an			
\$735.42	6420	Mechanical Maintenanc	Vehicle Materials an			
Williamson Electric Inc	606731	\$3,550.00	\$3,550.00	6060	Office of Exec Dean,	Maintenance/Repair o
Boobs Tools	606735	\$5,564.98	\$993.77	2019	Natl Emergency Grant	Accounts Payable Acc
			\$3,577.44	2019	Natl Emergency Grant	Accounts Payable Acc
			\$993.77	2019	Natl Emergency Grant	Accounts Payable Acc
DMACC	606738	\$4,300.00	\$4,300.00	2019	WIA-Dislocated Worke	Accounts Payable Acc
DMACC	606739	\$4,300.00	\$4,300.00	2019	WIA-Adult	Accounts Payable Acc
DMACC	606741	\$2,866.66	\$2,866.66	2019	WIA-Dislocated Worke	Accounts Payable Acc
Service Legends	606753	\$4,056.93	\$2,076.06	2019	Natl Emergency Grant	Accounts Payable Acc
			\$1,980.87	2019	Natl Emergency Grant	Accounts Payable Acc
Thriving Families Counsel	606773	\$2,901.49	\$2,901.49	2019	Noncustodial Parent	Accounts Payable Acc

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Garage Door	606784	\$2,700.00	\$2,700.00	6090	Buildings Equipment	Maintenance/Repair o
Access Systems	606786	\$8,166.80	\$8,166.80	6269	Access Systems Proj	Other Company Servic
Ad Astra Information Syst	606788	\$22,600.00	\$22,600.00	6265	Non Tort Equip Maint	Software Service Agr
Ahlers and Cooney PC	606790	\$3,089.00	\$1,914.00 \$1,175.00	6013 6013	Office of Sr VP, Bus Office of Sr VP, Bus	Legal Fees Legal Fees
Alliance Connect	606792	\$7,022.53	\$7,022.53	6150	Campus Communication	Communications
Ames Municipal Utilities	606796	\$3,658.99	\$3,658.99	6190	Utilities	Utilities
AVI Systems	606806	\$287,126.09	\$216,276.20 \$41,849.88 \$27,504.00 \$277.00 \$1,219.01	6323 6323 6323 6323 6323	Student Center Proj- Student Center Proj- Student Center Proj- Culinary Expansion-T Culinary Expansion-T	Minor Equipment Minor Equipment Minor Equipment Minor Equipment Minor Equipment
CenturyLink	606814	\$9,560.67	\$5,870.67 \$3,690.00	6150 6150	Campus Communication Campus Communication	Communications Communications
CK Outdoor	606817	\$2,500.00	\$1,250.00 \$1,250.00	6110 6110	Office of Dir, Marke Office of Dir, Marke	Information Services Information Services
Collignon, Jane	606819	\$2,850.00	\$1,567.50 \$1,282.50	6019 6019	Special Needs Special Needs	Prof Svcs-Individual Prof Svcs-Individual
CompView Inc	606821	\$4,602.87	\$2,524.22 \$2,078.65	6323 2019	Equipment Replacemen Perkins-Equipment	Minor Equipment Accounts Payable Acc
Concrete Contracting Comp	606822	\$9,236.00	\$9,236.00	6100	Buildings Equipment	Maintenance of Groun

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Davis Brown Koehn Shors a	606830	\$5,012.51	\$103.50	6013	Office of Sr VP, Bus	Legal Fees
			\$793.50	6013	Economic Development	Legal Fees
			\$40.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,653.51	6013	Economic Development	Legal Fees
			\$318.00	6013	Tort Insurance	Legal Fees
			\$1,104.00	6013	Student Center Proje	Legal Fees
Decorative Concrete & Col	606832	\$26,500.00	\$26,500.00	6100	Motorcycle and Moped	Maintenance of Groun
Denman and Co LLP	606834	\$10,000.00	\$10,000.00	6011	Office of Sr VP, Bus	Auditor's Fees
EMCO	606848	\$4,411.50	\$4,411.50	6269	EMCO Enter #7 Job Sp	Other Company Servic
FBG Service Corporation	606855	\$89,202.34	\$4,140.00	6030	Physical Plant Opera	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
			\$7,673.00	6030	Plant Operations - S	Custodial Services
			\$19,826.00	6030	Custodial	Custodial Services
			\$6,576.34	6030	Physical Plant Opera	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$7,673.00	6030	Plant Operations - S	Custodial Services
			\$6,152.00	6030	Physical Plant Opera	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
\$19,826.00	6030	Custodial	Custodial Services			
Fisher Scientific dba The	606857	\$36,078.66	\$2,544.02	6322	Equip Replacement Sc	Materials & Supplies
			\$33,534.64	7100	Equip Replacement Sc	Furniture, Machinery
GGP-Jordan Creek LLC	606861	\$12,109.64	\$12,109.64	6110	Office of Dir, Marke	Information Services
GI Global IT Solutions Pv	606862	\$53,500.00	\$53,500.00	6269	Technical Update Equ	Other Company Servic

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
IP Inc	606877	\$3,343.29	\$1,681.74	6323	Equip Replacement Ne	Minor Equipment
			\$641.55	6323	Equip Replacement Sc	Minor Equipment
			\$276.00	6322	Perkins-Professional	Materials & Supplies
			\$172.00	6323	Equip Replacement Ne	Minor Equipment
			\$572.00	6323	Equip Replacement Sc	Minor Equipment
IMT Insurance	606879	\$13,076.52	\$1,914.96	6269	IMT Insur Comp On Th	Other Company Servic
			\$242.00	6269	IMT Insur Comp Job S	Other Company Servic
			\$9,824.56	6269	IMT Insur Comp Train	Other Company Servic
			\$1,095.00	6269	IMT Insur Comp Mgt/S	Other Company Servic
Iowa Central Community Co	606882	\$8,109.99	\$8,109.99	2019	Iowa Adv Manufacturi	Accounts Payable Acc
Iowa Communications Netwo	606884	\$4,409.87	\$1,165.08	6269	Web Based Instructio	Other Company Servic
			\$3,244.79	6269	Web Based Instructio	Other Company Servic
Iowa State Fair	606888	\$6,300.00	\$6,300.00	6269	Office of Dir, Marke	Other Company Servic
Janco Industries	606891	\$9,553.46	\$9,553.46	6269	Janco Industry Proj#	Other Company Servic
Karl Chevrolet	606894	\$29,964.00	\$29,964.00	7400	Equip Replacement Ph	Vehicles
KCCI TV	606895	\$3,944.85	\$90.10	6110	Office of Dir, Marke	Information Services
			\$85.00	6110	Office of Dir, Marke	Information Services
			\$3,769.75	6110	Office of Dir, Marke	Information Services
Kirkwood Community Colleg	606897	\$35,349.44	\$29,040.15	5300	IA Comm College Athl	Regular Prof Support
			\$6,309.29	5900	IA Comm College Athl	DMACC Paid Insurance
Marshall Marketing & Comm	606913	\$5,720.00	\$5,720.00	6322	Office of Dir, Marke	Materials & Supplies
Midwest Office Technology	606922	\$14,825.38	\$46.90	6322	GED Testing	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Midwest Office Technology	606922	\$14,825.38	\$14.49	6322	Economic Development	Materials & Supplies
			\$40.29	6322	Graphic Design	Materials & Supplies
			\$28.31	6322	Urban Copy Usage	Materials & Supplies
			\$6.55	6322	Urban Copy Usage	Materials & Supplies
			\$3.12	6322	Urban Copy Usage	Materials & Supplies
			\$52.82	6322	Evelyn Davis Center	Materials & Supplies
			\$5,787.80	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,425.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$135.80	6322	ACE Civil Engineerin	Materials & Supplies
			\$2.39	6322	Office of Exec Dean,	Materials & Supplies
			\$16.66	6322	ASSET Auto/Ford	Materials & Supplies
			\$2.77	6322	WTED-General Exp	Materials & Supplies
			\$7.19	6322	Office of Exec Dir,	Materials & Supplies
			\$4,308.36	6322	WLAN Support	Materials & Supplies
			\$105.79	6322	Office of Dir, Marke	Materials & Supplies
			\$4.00	6322	Web Based Instructio	Materials & Supplies
			\$23.39	6322	Library	Materials & Supplies
			\$1.25	6322	Library	Materials & Supplies
			\$11.73	6322	Veterinary Technician	Materials & Supplies
			\$5.40	6322	Special Needs	Materials & Supplies
			\$18.71	6322	Duplicating Services	Materials & Supplies
			\$0.15	6322	Practical Nursing	Materials & Supplies
			\$163.67	6322	Dean, Business & Inf	Materials & Supplies
			\$43.18	6322	Dean, Business & Inf	Materials & Supplies
			\$88.08	6322	Office of Dean, Scie	Materials & Supplies
			\$82.86	6322	Office of Dean, Scie	Materials & Supplies
			\$12.63	6322	Office of Dean, Scie	Materials & Supplies
			\$4.68	6322	Office of Dean, Indu	Materials & Supplies
			\$1.72	6322	Transportation Insti	Materials & Supplies
			\$47.67	6322	Transportation Insti	Materials & Supplies
			\$48.02	6322	Auto Service	Materials & Supplies

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ENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Midwest Office Technology	606922	\$14,825.38	\$0.91	6322	Auto Service	Materials & Supplies
			\$38.87	6322	Heavy Diesel Equipme	Materials & Supplies
			\$11.73	6322	Agri Business	Materials & Supplies
			\$0.62	6322	Office of Dean, Heal	Materials & Supplies
			\$3.71	6322	Office of Dean, Heal	Materials & Supplies
			\$0.26	6322	Associates Degree Nu	Materials & Supplies
			\$2.95	6322	Office of Dir, Finan	Materials & Supplies
			\$201.00	6322	Office of Exec Dean,	Materials & Supplies
			\$113.23	6322	Office of Exec Dean,	Materials & Supplies
			\$1.86	6322	Library	Materials & Supplies
			\$79.32	6322	Office of Exec Dean,	Materials & Supplies
			\$0.37	6322	Office of Exec Dean,	Materials & Supplies
			\$0.58	6322	Office of Exec Dean,	Materials & Supplies
			\$135.69	6322	Office of Exec Dean,	Materials & Supplies
			\$5.77	6322	Office of Exec Dean,	Materials & Supplies
			\$0.87	6322	Office of Exec Dean,	Materials & Supplies
\$13.03	6322	Other General Instit	Materials & Supplies			
\$673.23	6322	Other General Instit	Materials & Supplies			
Wittera Group	606926	\$8,000.00	\$4,000.00	6110	Office of Dir, Marke	Information Services
			\$4,000.00	6110	Office of Dir, Marke	Information Services
Moon, Christine Rochelle	606928	\$6,725.02	\$1,387.36	6470	Office of Exec Dean,	Travel-Out of State
			\$5,337.66	6470	Phi Beta Lambda	Travel-Out of State
Nelnet Business Solutions	606931	\$2,891.30	\$2,891.30	6269	Office of Controller	Other Company Servic
NJCAA	606932	\$2,809.00	\$50.00	6040	Women's Cross Countr	Memberships
			\$65.00	6040	Men's Golf	Memberships
			\$225.00	6322	Boone Athletic Depar	Materials & Supplies
			\$75.00	6040	Softball	Memberships

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NJCAA	606932	\$2,809.00	\$120.00 \$2,000.00 \$80.00 \$50.00 \$40.00	6040 6040 6040 6040 6040	Baseball Boone Athletic Depart Men's Basketball Women's Basketball Volleyball	Memberships Memberships Memberships Memberships Memberships
Northwest Iowa Community	606933	\$3,000.00	\$3,000.00	6269	Skills USA	Other Company Service
Purcell Printing and Grap	606941	\$10,067.80	\$820.40 \$1,865.00 \$330.00 \$148.00 \$54.00 \$648.96 \$54.00 \$64.00 \$698.15 \$467.34 \$797.60 \$140.60 \$54.00 \$229.50 \$291.60 \$330.00 \$832.00 \$1,736.86 \$194.40 \$98.00 \$54.00 \$159.39	6322 6322 6322 6322 6322 6120 6322 6322 6120 6120 6322 6120 6120 6322 6120 6120 6120 6322 6322 6322 6322	Recreation Recreation Office of Exec Dean, Office of Dir, Stude Office of Dir, Finan Student Activities Jasper County Career PACE Program 260H PACE Program 260H Dean, Business & Inf Office of Dir, Marke Honors Program Physical Plant Opera WLAN Support Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke On-site Wastewater T Dean, Business & Inf Office of Dean, Scie Office of Dean, Heal	Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies Printing/Reproductio Materials & Supplies Materials & Supplies Printing/Reproductio Printing/Reproductio Materials & Supplies Printing/Reproductio Printing/Reproductio Materials & Supplies Materials & Supplies Printing/Reproductio Printing/Reproductio Materials & Supplies Materials & Supplies Materials & Supplies Materials & Supplies
Radio Garage Productions	606944	\$3,840.00	\$450.00	6322	Office of Dir, Marke	Materials & Supplies

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Radio Garage Productions	606944	\$3,840.00	\$3,390.00	6322	Office of Dir, Marke	Materials & Supplies
Remote dba Experts dba RD	606947	\$2,600.00	\$2,600.00	6269	Technical Update Equ	Other Company Servic
Reserve Account	606948	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Sanger, Janet Ann.	606953	\$2,584.23	\$149.29	6321	Skills USA	Food
			\$68.28	6150	Skills USA	Communications
			\$200.00	6269	Skills USA	Other Company Servic
			\$2,166.66	6019	Skills USA	Prof Svcs-Individual
Securitas Security Servic	606955	\$40,087.01	\$16,409.85	6261	Non Tort Security In	Contracted Security
			\$290.49	6261	Non Tort Security In	Contracted Security
			\$23,386.67	6261	Non Tort Security In	Contracted Security
Snap On Industrial	606959	\$6,521.24	\$518.40	1550	Office of Controller	Prepaid Expenses
			\$830.20	1550	Office of Controller	Prepaid Expenses
			\$257.47	1550	Office of Controller	Prepaid Expenses
			\$4,915.17	1550	Office of Controller	Prepaid Expenses
Storey Kenworthy	606960	\$13,258.07	\$85.31	6322	Economic Development	Materials & Supplies
			\$136.92	6322	Other General Instit	Materials & Supplies
			\$326.70	6322	Jasper County Career	Materials & Supplies
			\$38.70	6322	Graphic Design	Materials & Supplies
			\$52.62	6322	Manufacturing Techno	Materials & Supplies
			\$42.00	6322	English Literacy-Sou	Materials & Supplies
			\$354.10	6322	WTED-General Exp	Materials & Supplies
			\$1,699.62	6322	WTED - Nursing	Materials & Supplies
			\$209.49	6322	IPT Regional Telecom	Materials & Supplies
			\$274.99	6322	Network Administrato	Materials & Supplies
\$155.72	6322	Food Assistance-SNAP	Materials & Supplies			

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	606960	\$13,258.07	\$303.12	6322	Continuing Ed, Manuf	Materials & Supplies
			\$16.85	6322	Business Office	Materials & Supplies
			\$95.04	6322	Office of Exec Dean,	Materials & Supplies
			\$220.40	6322	Optometric/Ophthalmi	Materials & Supplies
			\$791.46	6322	Business Administrat	Materials & Supplies
			\$45.20	6322	Office of Exec Dean,	Materials & Supplies
			\$139.52	6322	Office of Exec Dean,	Materials & Supplies
			\$272.95	6322	Student Services	Materials & Supplies
			\$154.70	6322	Office of Exec Dean,	Materials & Supplies
			\$1,410.81	6322	Office of Exec Dean,	Materials & Supplies
			\$147.58	6322	Organization & Opera	Materials & Supplies
			\$31.12	6322	Office of Dir, Purch	Materials & Supplies
			\$58.14	6322	Office of Controller	Materials & Supplies
			\$133.89	6322	Office of Exec Dir,	Materials & Supplies
			\$135.00	6322	Staff Development	Materials & Supplies
			\$191.45	6322	WLAN Support	Materials & Supplies
			\$99.48	6322	Office of Dir, Marke	Materials & Supplies
			\$393.84	6322	Program Development	Materials & Supplies
			\$136.09	6322	Veterinary Technician	Materials & Supplies
			\$688.75	6322	Admission Processing	Materials & Supplies
			\$25.68	6322	Evening & Weekend	Materials & Supplies
			\$389.57	6322	Information Systems	Materials & Supplies
			\$621.73	6322	IES-Des Moines	Materials & Supplies
			\$175.24	6322	Corrections-Newton	Materials & Supplies
			\$335.66	6322	Office of Exec Dir,	Materials & Supplies
			\$36.96	6030	Continuing Ed, 2 Day	Custodial Services
			\$109.73	6322	Continuing Ed, Healt	Materials & Supplies
			\$737.51	6322	Director, Nursing	Materials & Supplies
			\$337.49	6322	Dean, Business & Inf	Materials & Supplies
			\$64.78	6322	Office of Dean, Scie	Materials & Supplies
\$188.36	6322	Office of Dean, Indu	Materials & Supplies			

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Corey Kenworthy	606960	\$13,258.07	\$53.29	6322	Transportation Insti	Materials & Supplies
			\$353.50	6322	Auto Service	Materials & Supplies
			\$14.74	6322	Office of Dean, Heal	Materials & Supplies
			\$832.23	6322	Office of Dir, Stude	Materials & Supplies
			\$101.79	6322	Student Services	Materials & Supplies
			\$38.25	6322	High School Completi	Materials & Supplies
Summit Technologies LLC	606962	\$9,293.84	\$414.00	6269	Campus Communication	Other Company Servic
			\$8,742.34	6269	Campus Communication	Other Company Servic
			\$137.50	6269	Technical Update Equ	Other Company Servic
Technical Consultants Inc	606964	\$3,701.00	\$3,701.00	6323	Equipment Replacemen	Minor Equipment
equipment.net	606965	\$5,099.60	\$5,099.60	6323	Equip Replacement In	Minor Equipment
Linking Media	606966	\$15,000.00	\$15,000.00	6269	Office of the Presid	Other Company Servic
ManWall Group	606973	\$9,689.51	\$9,689.51	7100	Equip Replacement Ph	Furniture, Machinery
Vermeer Mfg	606976	\$39,078.22	\$39,078.22	6269	Vermeer Manuf Proj#1	Other Company Servic
Workman, William S.	606982	\$3,500.00	\$3,500.00	6019	WTED-General Exp	Prof Svcs-Individual
Xerox Corp	606984	\$6,553.45	\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$793.88	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$895.23	6322	Duplicating Services	Materials & Supplies
			\$518.50	6220	Duplicating Services	Rental of Equipment
			\$895.22	6322	Duplicating Services	Materials & Supplies
			\$16.06	6322	Duplicating Services	Materials & Supplies

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Kerox Corp	606984	\$6,553.45	\$427.76	6220	Duplicating Services	Rental of Equipment
			\$271.83	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$224.86	6322	Duplicating Services	Materials & Supplies
			\$428.32	6220	Duplicating Services	Rental of Equipment
			\$176.13	6220	Duplicating Services	Rental of Equipment
			\$793.88	6060	Non Tort Equip Maint	Maintenance/Repair o
Burlington English Inc	606990	\$4,800.00	\$4,800.00	6269	WIA-Adult	Other Company Servic
Mercy Hospital Medical Ce	606999	\$3,333.33	\$3,333.33	2019	WIA-Adult	Accounts Payable Acc
UAW Local 450	607008	\$5,257.28	\$5,257.28	2019	WIA-John Deere Emerg	Accounts Payable Acc
ABC Virtual Communication	607035	\$41,647.50	\$1,837.50	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$10,000.00	6324	Economic Development	Computer Software
			\$9,180.00	6324	Economic Development	Computer Software
			\$630.00	6324	Economic Development	Computer Software
Accelerate Business Coach	607036	\$9,000.00	\$9,000.00	6015	Softskills Training	Consultant's Fees
All Makes Office Interior	607039	\$12,967.21	\$12,967.21	6323	Equipment Replacemen	Minor Equipment
Allied Construction Servi	607041	\$66,500.00	\$66,500.00	7600	Student Center Proje	Buildings and Fixed
Alpha Media	607042	\$5,000.00	\$5,000.00	6110	Office of Exec Dean,	Information Services
American Board of Funeral	607043	\$6,000.00	\$6,000.00	6269	Mortuary Science Pro	Other Company Servic
American Council on Educa	607044	\$4,127.00	\$4,127.00	6268	Iowa Adv Manufacturi	Contracted Services-

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Aspen Waste Systems of Io	607047	\$3,647.10	\$453.90	6030	Custodial	Custodial Services
			\$2,471.04	6030	Custodial	Custodial Services
			\$91.80	6030	Physical Plant Opera	Custodial Services
			\$127.50	6030	Physical Plant Opera	Custodial Services
			\$33.66	6030	Plant Operations - E	Custodial Services
			\$40.80	6030	Plant Operations - E	Custodial Services
			\$224.40	6030	Plant Operations - S	Custodial Services
			\$91.80	6030	Cap Med Bldg-Common	Custodial Services
			\$112.20	6030	Physical Plant Opera	Custodial Services
Baker Group Corp.	607051	\$58,968.92	\$58,968.92	6269	Baker Group Proj #2	Other Company Servic
Brockway Mechanical & Roo	607056	\$41,800.00	\$41,800.00	7600	Student Center Proje	Buildings and Fixed
Burns, Jerald L.	607060	\$2,571.65	\$356.96	6470	Office of Dean, Indu	Travel-Out of State
			\$150.00	6479	Office of Dean, Indu	Staff Development-Ou
			\$1,005.17	6470	Office of Dean, Indu	Travel-Out of State
			\$1,059.52	6470	ASSET Auto/Ford	Travel-Out of State
CDW Government Inc	607065	\$7,121.64	\$7,121.64	6323	Technical Update Equ	Minor Equipment
Center for Divorce Educat	607067	\$3,633.00	\$2,893.00	6460	Continuing Ed, Home	Other Materials and
			\$740.00	6460	Continuing Ed, Home	Other Materials and
CenturyLink	607069	\$5,991.42	\$92.92	6150	Campus Communication	Communications
			\$160.39	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
\$64.17	6150	Campus Communication	Communications			

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CenturyLink	607069	\$5,991.42	\$44.69	6150	Campus Communication	Communications
			\$44.69	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$105.40	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$44.69	6150	Equip Replacement Sc	Communications
			\$191.84	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$277.51	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$654.00	6150	Campus Communication	Communications
Shape Consults LLC	607073	\$6,131.76	\$6,131.76	6015	Softskills Training	Consultant's Fees
City of Boone	607075	\$5,736.08	\$1,109.98	6190	Boone Campus Housing	Utilities
			\$1,396.40	6190	Utilities	Utilities
			\$2,007.73	6190	Utilities	Utilities
			\$653.84	6190	Utilities	Utilities
			\$33.39	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
\$353.39	6190	Boone Campus Housing	Utilities			
CompView Inc	607081	\$4,500.00	\$4,500.00	6323	Equip Replacement Ne	Minor Equipment
Contract Training Edge LL	607082	\$3,514.54	\$3,514.54	6240	Economic Development	Group Meeting/Worksh
Dunningham Inc	607088	\$452,059.02	\$452,059.02	7600	Student Center Proje	Buildings and Fixed
Des Moines Marble & Mante	607091	\$57,000.00	\$57,000.00	7600	Student Center Proje	Buildings and Fixed

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
evries Electric Inc.	607093	\$168,628.74	\$168,628.74	7600	Student Center Proje	Buildings and Fixed
agle Technologies	607095	\$12,346.59	\$12,346.59	6265	Non Tort Equip Maint	Software Service Agr
bsco Subscription Servic	607097	\$7,946.86	-\$230.46	6340	Library	Periodicals
			\$8,177.32	6340	Library	Periodicals
lder Corporation	607098	\$32,071.52	\$32,071.52	7600	Student Center Proje	Buildings and Fixed
lite Glass & Metal LLC	607100	\$91,633.43	\$91,633.43	7600	Student Center Proje	Buildings and Fixed
HEG Ankeny Bookstore #10	607104	\$45,930.07	\$56.81	6322	Bear Facts	Materials & Supplies
			\$95.20	6322	Economic Development	Materials & Supplies
			\$5.00	6322	GAP Tuition Assistan	Materials & Supplies
			\$386.95	6322	PACE Program 260H	Materials & Supplies
			\$68.50	2019	Follett Bookstore	Accounts Payable Acc
			\$53.87	6322	STRIVE	Materials & Supplies
			\$8.11	6322	Employee & Faculty A	Materials & Supplies
			\$235.52	6322	Office of Dir, Marke	Materials & Supplies
			\$499.75	6322	Program Development	Materials & Supplies
			\$7.02	6322	Civil Engineering Te	Materials & Supplies
			\$51.50	6322	ESL Refugee Contract	Materials & Supplies
			\$189.94	2019	Follett Bookstore	Accounts Payable Acc
			\$81.50	2019	Follett Bookstore	Accounts Payable Acc
			\$566.77	2019	Follett Bookstore	Accounts Payable Acc
			\$1,078.95	2019	Follett Bookstore	Accounts Payable Acc
			\$364.57	2019	Follett Bookstore	Accounts Payable Acc
			\$131.54	2019	Follett Bookstore	Accounts Payable Acc
			\$21.15	2019	Follett Bookstore	Accounts Payable Acc
			\$20,444.71	2019	Follett Bookstore	Accounts Payable Acc
			\$29.10	6322	Gateway to College	Materials & Supplies

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
HEG Ankeny Bookstore #10	607104	\$45,930.07	\$19,277.50	6322	Jasper County Career	Materials & Supplies
			\$544.50	6322	Workforce Developmen	Materials & Supplies
			\$34.50	6322	Adult Literacy-South	Materials & Supplies
			\$14.45	6322	Boone Displaced Home	Materials & Supplies
			\$184.75	6322	Dean, Business & Inf	Materials & Supplies
			\$131.25	6322	Office of Dean, Scie	Materials & Supplies
			\$758.64	6322	Student Services	Materials & Supplies
			\$172.75	6322	Humanities	Materials & Supplies
			\$9.56	6322	Physical Education	Materials & Supplies
			\$153.55	6322	Office of Exec Dean,	Materials & Supplies
			\$265.00	6322	Office of Exec Dean,	Materials & Supplies
			\$7.16	6322	Office of Exec Dean,	Materials & Supplies
			Fire Safety USA Inc	607105	\$4,360.00	\$4,360.00
Firetek Construction Serv	607106	\$32,870.00	\$32,870.00	7600	Student Center Proje	Buildings and Fixed
First Choice Distribution	607107	\$6,140.14	\$278.72	6410	Office of Dean, Heal	Janitorial Materials
			\$69.68	6410	Culinary Arts	Janitorial Materials
			\$108.86	6410	Physical Plant Opera	Janitorial Materials
			\$5,682.88	6410	Custodial	Janitorial Materials
Frost, Douglas	607111	\$4,750.02	\$250.02	6930	Wine Competitions	Other Current Expens
			\$4,500.00	6019	Wine Competitions	Prof Svcs-Individual
General Rental Center	607113	\$2,553.00	\$2,553.00	6322	High School Building	Materials & Supplies
Lettinge USA	607114	\$3,140.00	\$3,140.00	6060	Equip Replacement Sc	Maintenance/Repair o
Goodwill Industries of Ce	607115	\$3,969.04	\$3,969.04	6269	Continuing Ed, Manuf	Other Company Servic
Grandview University	607116	\$13,325.00	\$13,325.00	6210	Upward Bound Year 24	Rental of Buildings

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ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Greater Dallas County Dev	607117	\$3,000.00	\$3,000.00	6040	Other General Instit	Memberships
Grimes Asphalt and Paving	607118	\$140,286.00	\$140,286.00	6100	Buildings Equipment	Maintenance of Groun
Heartland Area Education	607123	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Finishes Inc	607124	\$38,324.62	\$38,324.62	7600	Student Center Proje	Buildings and Fixed
Higher Learning Commissio	607129	\$13,835.90	\$13,835.90	6269	Office of Sr VP, Aca	Other Company Servic
P Inc	607132	\$11,934.00	\$894.00	6322	Equip Replacement Sc	Materials & Supplies
			\$11,040.00	6322	Civil Engineering Te	Materials & Supplies
Iowa Communications Netwo	607139	\$24,295.70	\$862.82	6150	Campus Communication	Communications
			\$24.39	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$91.33	6150	Campus Communication	Communications
			\$15,802.06	6150	Campus Communication	Communications
			\$14.45	6150	Campus Communication	Communications
			\$7.48	6150	Campus Communication	Communications
			\$7,491.02	6150	Campus Communication	Communications
P Pathways	607146	\$8,182.00	\$2,294.00	6269	Technical Update Equ	Other Company Servic
			\$5,888.00	6269	Technical Update Equ	Other Company Servic
E Dunn	607148	\$138,814.69	\$138,814.69	7600	Student Center Proje	Buildings and Fixed
Jeff MacTaggart Masonary	607149	\$24,208.84	\$24,208.84	7600	Student Center Proje	Buildings and Fixed
Jelly Services Inc	607153	\$8,481.62	\$1,839.62	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,833.84	6266	United Way/Summer Yo	Stipends/Allowances

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 List of checks over \$2,500.00 FROM 23-JUN-2016 to 20-JUL-2016

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Kelly Services Inc	607153	\$8,481.62	\$1,833.84	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,833.84	6266	United Way/Summer Yo	Stipends/Allowances
			\$1,140.48	6266	United Way/Summer Yo	Stipends/Allowances
Measured Intentions	607164	\$8,000.00	\$8,000.00	6015	Quality Assurance Tr	Consultant's Fees
Mid-Iowa Enterprises LLC	607166	\$20,675.00	\$20,675.00	6100	Buildings Equipment	Maintenance of Groun
National FFA Organization	607173	\$10,400.00	\$10,400.00	6110	Agri Business	Information Services
Neumann Brothers Inc	607176	\$705,304.52	\$705,304.52	7600	Student Center Proje	Buildings and Fixed
Northland PCC Inc	607179	\$6,725.88	\$6,725.88	6100	Physical Plant Opera	Maintenance of Groun
O'Reilly Auto Parts	607181	\$5,187.10	\$4,751.27	6322	Equipment Replacemen	Materials & Supplies
			\$157.80	6511	Auto Mechanics	Purchases for Resale
			\$28.58	6511	Auto Mechanics	Purchases for Resale
			\$40.00	6511	Auto Mechanics	Purchases for Resale
			\$157.35	6511	Auto Mechanics	Purchases for Resale
			\$24.24	6511	Auto Mechanics	Purchases for Resale
			\$25.42	6511	Auto Mechanics	Purchases for Resale
			\$17.88	6511	Auto Mechanics	Purchases for Resale
			\$21.35	6511	Auto Mechanics	Purchases for Resale
			-\$18.91	6511	Auto Mechanics	Purchases for Resale
-\$17.88	6511	Auto Mechanics	Purchases for Resale			
Oracle Corporation	607183	\$10,988.58	\$10,988.58	6265	Non Tort Equip Maint	Software Service Agr
Phillips Flooring	607189	\$4,276.90	\$4,276.90	7600	Student Center Proje	Buildings and Fixed
Pocket Nurse	607192	\$3,119.73	\$258.99	6322	Equipment Replacemen	Materials & Supplies

Report: FWRR040
 Date: 07/21/2016
 Time: 07:50 AM

Des Moines Area Comm. College
 List of checks over \$2,500.00 from 23-JUN-2016 to 20-JUL-2016

ENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Rocket Nurse	607192	\$3,119.73	\$79.42	6322	Equipment Replacemen	Materials & Supplies
			\$313.29	6322	Equipment Replacemen	Materials & Supplies
			\$123.83	6322	Equipment Replacemen	Materials & Supplies
			\$273.17	6322	Equipment Replacemen	Materials & Supplies
			\$287.14	6322	Equipment Replacemen	Materials & Supplies
			\$86.74	6322	Equipment Replacemen	Materials & Supplies
			\$186.40	6322	Equipment Replacemen	Materials & Supplies
			\$54.22	6322	Equipment Replacemen	Materials & Supplies
			\$180.30	6322	Equipment Replacemen	Materials & Supplies
			\$123.39	6322	Equipment Replacemen	Materials & Supplies
			\$154.52	6322	Equipment Replacemen	Materials & Supplies
			\$148.60	6322	Equipment Replacemen	Materials & Supplies
			\$242.85	6322	Equipment Replacemen	Materials & Supplies
			\$139.80	6322	Equipment Replacemen	Materials & Supplies
\$153.78	6322	Equipment Replacemen	Materials & Supplies			
\$219.95	6322	Certified Nursing As	Materials & Supplies			
\$93.34	6322	Equipment Replacemen	Materials & Supplies			
CR Donnelley Company	607200	\$5,168.68	\$5,168.68	6322	Information Systems	Materials & Supplies
SafeColleges	607201	\$4,509.26	\$4,509.26	6269	Office of the Dir, P	Other Company Servic
Hande Construction & Supp	607203	\$197,721.74	\$197,721.74	7600	Student Center Proje	Buildings and Fixed
Schneider Graphics Inc	607204	\$2,920.78	\$2,920.78	6269	WTED - General Marke	Other Company Servic
Sheet Metal Engineering	607209	\$18,550.00	\$18,550.00	7100	Building 7 Expansion	Furniture, Machinery
Siemens Industry Inc	607211	\$52,630.00	\$52,630.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Skold Door & Floor Compan	607215	\$33,820.00	\$33,820.00	7600	Student Center Proje	Buildings and Fixed

Report: FWRR
 Date: 07/21/2016
 Time: 07:50 AM

Des Moines Area College
 List of checks over \$2,500.00 from 23-JUN-2016 to 20-JUL-2016

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Synyder and Associates Inc	607216	\$3,337.94	\$2,115.00	6015	Office of the Dir, P	Consultant's Fees
			\$1,222.94	6015	Office of the Dir, P	Consultant's Fees
State of Iowa Department	607218	\$4,840.00	\$4,840.00	6269	Continuing Ed, 2 Day	Other Company Servic
Story Construction	607220	\$40,520.00	\$21,970.00	6090	Equipment Replacemen	Maintenance/Repair o
			\$4,690.00	6378	IA DOT Administrativ	Materials/Supplies f
			\$6,770.00	6378	IA DOT Administrativ	Materials/Supplies f
			\$7,090.00	6378	IA DOT Administrativ	Materials/Supplies f
Technology Association of	607223	\$2,500.00	\$2,500.00	6040	Other General Instit	Memberships
Trilix Marketing Group	607226	\$11,400.00	\$11,400.00	6269	DMACC Rec Facility	Other Company Servic
United Rigging Inc	607232	\$2,500.00	\$2,500.00	6269	Equip Replacement In	Other Company Servic
United States Treasury	607233	\$3,810.56	\$3,810.56	6269	Other General Instit	Other Company Servic
Veritiv	607236	\$2,710.45	\$2,710.45	6322	Duplicating Services	Materials & Supplies
Workplace Answers LLC	607245	\$4,560.00	\$1,065.00	6269	Office of Sr VP, Aca	Other Company Servic
			\$3,495.00	6269	Office of Sr VP, Aca	Other Company Servic
Wright Outdoor Solutions	607246	\$3,156.85	\$3,156.85	6269	Non Tort Insurance	Other Company Servic
Four Clear Next Step LLC	607248	\$5,850.00	\$375.00	6015	Softskills Training	Consultant's Fees
			\$300.00	6015	Softskills Training	Consultant's Fees
			\$675.00	6015	Softskills Training	Consultant's Fees
			\$4,500.00	6015	Softskills Training	Consultant's Fees
Kline Electric Inc	607266	\$3,321.00	\$948.00	2019	Natl Emergency Grant	Accounts Payable Acc

Report: FWRR040
 Date: 07/21/2016
 Time: 07:50 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 23-JUN-2016 to 20-JUL-2016

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Cline Electric Inc	607266	\$3,321.00	\$1,038.00	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$1,335.00	2019	Nat'l Emergency Grant	Accounts Payable Acc
Schaal Heating & Cooling	607274	\$3,690.00	\$1,431.00	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$900.00	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$1,359.00	2019	Nat'l Emergency Grant	Accounts Payable Acc
Service Legends	607275	\$6,434.83	\$1,315.91	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$593.68	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$593.68	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$593.68	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$1,517.80	2019	Nat'l Emergency Grant	Accounts Payable Acc
			\$1,820.08	2019	Nat'l Emergency Grant	Accounts Payable Acc

		REPORT TOTAL	\$7,161,507.30			

Ankeny, Iowa
August 8, 2016

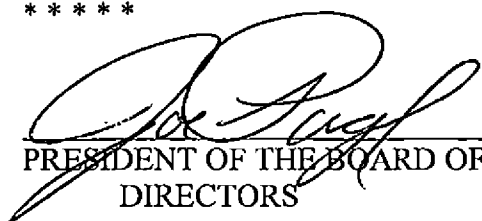
The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present telephonically the following named Board Members:

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

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

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SENECA TANK, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, 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 Seneca Tank, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$15,000; and

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

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

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

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



SECRETARY OF THE BOARD OF
DIRECTORS

**Training Plan and Budget
For Seneca Tanks
260F Project 1**

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

	Cost	260F Cost
I. Job Skill Training	11,917	10,867
<p>The following training activities are intended to assist employees on improving their knowledge and training in a variety of areas including, but not limited to: programming languages, project management and Microsoft Office. The team also plans to implement companywide training on lean and process improvement.</p> <p>Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills training. This may include classes, seminar, workshops, consulting or training.</p>		
II. Management/Supervisory Skills	3,000	1,500
<p>DMACC and/or outside vendors may provide management/supervisory training including, but not limited to: management, leadership and leading others. Classes, seminars, workshops consulting and conferences may be attended by employees.</p>		
III. Materials and Supplies		
IV. Administrative Costs	\$ 2,633	\$2,633
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
Total	\$17,550	\$15,000

The training began March 29, 2016 with completion anticipated by March 29, 2018. 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 10 unduplicated employees and will show, at the completion of the contract, \$5,183 in-kind cash match. This match will be linked to the training as outlined in this plan.

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of _____ between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Seneca Tank, Inc., 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 Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; 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 \$15,000, 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 be 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 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. 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: Seneca Tank, Inc.
5585 NE 16th St.
Des Moines, IA 50313

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be

liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit 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.

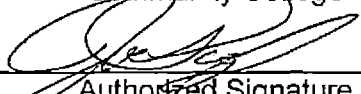
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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
Community College



Authorized Signature

Joe Pugel, Board President

Type Name and Title

Seneca Tank, Inc.
Business



Authorized Signature

Shawna Madonna

Type Name and Title

Email Address

2006 South Ankeny Blvd.

5585 NE 16th St.

Ankeny, IA 50023

Address

Des Moines, IA 50313

Address

8-8-16

Date

7-15-16

Date

260F-4 (03/00)

~~Secretary of State~~

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

Ankeny, Iowa
August 8, 2016


The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND CONSUMER SAFETY TECHNOLOGY LLC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Consumer Safety Technology LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$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;

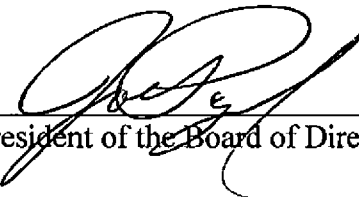
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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.

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



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 Consumer Safety Technology LLC, Urbandale, Iowa, (the "Business" and its location), is
entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000, (the "Project Award") is issued by DMAACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

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

shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Consumer Safety Technology LLC</u>
	<u>11035 Aurora Ave</u>
	<u>Des Moines, IA 50322</u>

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

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

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 the 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.

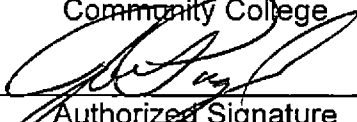
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Consumer Safety Technology LLC

Community College

Business



Authorized Signature

Authorized Signature

Joe Pugel, Board President

Type Name and Title

Type Name and Title

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

Address

8-8-16

Date

Date

**Training Plan and Budget
For Consumer Safety Technology
WTED Project**

The following Training Plan reflects the expected training activities for Consumer Safety Technology. 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 Consumer Safety Technology staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training	\$20,000	\$15,552

Employees for Consumer Safety Technology will receive job skills training that may include, but not be limited to:

- Safety
- Customer Service
- Communication
- Industry Product Knowledge
- Computer software training
- Electronic device repair training
- New Hire Orientation
- Process improvement
- Soldering

II. Management/Supervisory Skills	\$8,450	\$4,500
--	----------------	----------------

Managers for Consumer Safety Technology may receive the following management training.

- Leading teams
- Leading change
- Employee motivation
- Employee discipline
- Team building
- Harassment

- Respectful workplace

III. Materials and Supplies **\$1200** **\$500**

Consumer Safety Technology may purchase computer hardware for training facility, software, books, manuals, DVDs, subscriptions for online training programs, tutorials and other materials to help facilitate learning.

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 4/21/16 with completion anticipated by 4/21/18. 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 150 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND HABITAT FOR HUMANITY OF MARION COUNTY, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Habitat For Humanity of Marion County, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$4,999; 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;

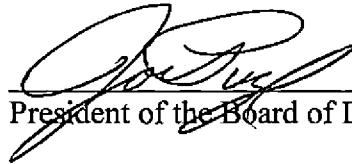
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of 04/12/2016
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Habitat for Humanity-Marion Co, Knoxville, (the "Business" and its location), is entered
into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of 4999.00, (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: Habitat for Humanity – Marion Co.
114 W. Robinson, PO Box 229
Knoxville, IA 50138

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.

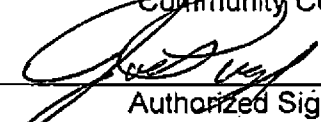
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Habitat for Humanity-Marion Co.

Community College

Business



Authorized Signature

Authorized Signature

Joe Pugel, Board President

Lisa Crabbs, Executive Director

Type Name and Title

Type Name and Title

director@marionhfh.org

Email Address

2006 South Ankeny Blvd.

114 W. Robinson

Ankeny, IA 50023

Knoxville, IA 50138

Address

Address

8-8-16

4/13/2016

Date

Date

SECTION 6. TRAINING PLAN

I. Training start date. 7/1/2016

II. Training end date. 6/30/2018

Note- Training plans can be written for a maximum of two years

3

III. TOTAL UNDUPLICATED number of employees to be trained. _____

TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, Equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages.

Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Habitat for Humanity International Conference	\$2,000	2	Value of Wages & Benefits	4,440
Habitat for Humanity of Iowa SSO Conference	\$999	3	Value of Facilities	250
Affiliate Summit	\$2000	2	Value of Equipment:	1000
Other potential trainings may include.			Value of Supplies	150
Leadership Iowa		1	Other:	
DMACC Continuing Education		3	Total In-Kind Match	\$5840
Habitat New Affiliate Leadership Orientation		2		
Total Training Cost	\$4,999			

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided by the business to facilitate the training program. For a program award of \$5,000 or more, the business will provide a cash match of at least 25 percent of the total project cost, including training and administration costs. Is the business's match above the minimum program match?

Yes No

Total Training Cost	\$4,999
Administration Cost	\$ 750
Total Project Cost (training cost + administration cost)	\$5,749
Amount of Company Cash Match	\$0

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND HOUSBY MACK, INC..

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

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

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$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.

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



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 Housby Mack, Des Moines, Iowa, (the "Business" and its location), is entered into under
the following circumstances:

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

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

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$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: Housby Mack

4747 NE 14th Street

Des Moines, IA 50313

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.


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

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College
Community College

Authorized Signature
Joe Pusel, Board President
Type Name and Title

Housby Mack
Business
Fern Kidder
Authorized Signature
Fern Kidder, Human Resources Manager
Type Name and Title
fkidder@housby.com
Email Address

2006 South Ankeny Blvd.

4747 NE 14th Street

Ankeny, IA 50023
Address

Des Moines, IA 50313
Address

8-8-16
Date

4-20-16
Date

**Training Plan and Budget
For
WTED Project**

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

	Cost	WTED Cost
I. Job Skill Training	\$16,650	\$15,552
Participants will gain various job skills through classes, workshops, online classes, and other training in subjects including:		
<ul style="list-style-type: none">- Computer Training- Process Improvement- HR Training- Marketing		
II. Management/Supervisory Training	\$12,000	\$4,500
Management skills anticipated to be taught through various means including formal classes, seminars, conferences, and other instruction include:		
<ul style="list-style-type: none">- Business Leadership- Interviewing- Organizational Development		
III. Materials	\$1000	\$500

Housby Mack may purchase materials such as books, manuals, software and DVDs to assist with employee learning.

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 1/18/2016 with completion anticipated by 1/18/2018. 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 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.

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND O'HALLORAN INTERNATIONAL, INC..

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

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

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$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.

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 8th day of August, 2016.



President of the Board of Directors

ATTEST:

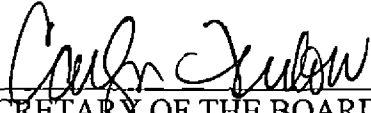


Secretary of the Board of Directors

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 August 8, 2016, 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 8th day of August, 2016.



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 O'Halloran International, Inc, Altoona, IA, (the "Business" and its location), is entered into
under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

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PAYMENT AND SECURITY**

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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**

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- (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.

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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 all 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: O'Halloran International, Inc.

3311 Adventureland Dr

Altoona, IA 50009

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

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

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

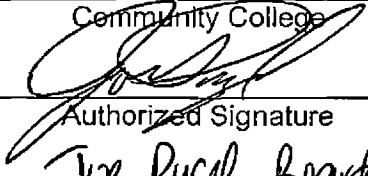
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



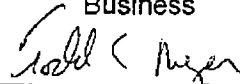
Authorized Signature

Joe Pusch, Board President

Type Name and Title

O'Halloran International

Business



Authorized Signature

Todd C. Meyer, CFO

Type Name and Title

tmeyer@ohallorans.com

Email Address

2006 South Ankeny Blvd.

3311 Adventureland Dr.

Ankeny, IA 50023

Address

Altoona, IA 50009

Address

8-8-16

Date

July 8, 2016

Date

**Training Plan and Budget
For O'Halloran International
260F Project #1**

The following Training Plan reflects the expected training activities for O'Halloran International. 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 O'Halloran International staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$20,000	\$15,522
<ul style="list-style-type: none"> * Engine/Part training – all diesel mechanics will Need continued training in engine and parts * IT/Software training – Office staff need training In specific types of software such as office products. * Sales training – Salesmen will be going through Specific sales training for their product lines. 		
II. Management/Supervisory Skills	9,650	\$5,000
<ul style="list-style-type: none"> Communication skills for first level supervisors. Skill Topics could include, but not limited to giving and Receiving feedback, listening skills, and active communication 		
III. Materials and Supplies		
IV. Administrative Costs	\$ 4478	\$4478
<ul style="list-style-type: none"> DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met. 		
Total	\$33,400.00	\$25,000

The training began February 25, 2016 with completion anticipated by February 25, 2018. 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 15 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Progress Industries. 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 Progress Industries." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND PROGRESS INDUSTRIES.

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 Progress Industries (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;

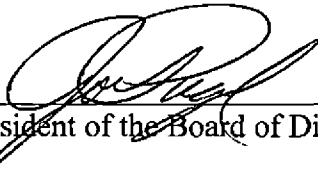
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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.

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of July 6, 2016
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Progress Industries, Newton, (the "Business" and its location), is entered into under the
following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Progress Industries</u>
	<u>1017 E 7th St. North</u>
	<u>Newton, IA 50208</u>

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

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

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugel, Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

8-8-16
Date

Progress Industries

Business

Authorized Signature

Sandra Ham, President + CEO
Type Name and Title

sandy.ham@progressindustries.org
Email Address

1017 E 7th St. North

Newton, IA 50208

Address

7-11-16
Date

Workforce Training and Economic Development Fund (WTED)
Section 6. Planned Training Activity
Progress Industries
July 2016-June 2018

Leadership Training

Professional development through continuing education workshops and courses for career growth and advancement.

Customized Employment Certification: 40 Training Hours for 1 Employee

National Certification for Employment: 3 Training Hours for 6 Employees

Team Building Training: 2-3 Days Educational Retreat for 5 Employees

Human Resources, Labor Relations and Recruitment: 1-2 Day Formal Training for 2 Employees

Marketing and Public Relations: 1-2 Day Formal Training for 1 Employee

Technical Skills Training

Support IT Infrastructure in software, program, and application development and maintenance for service documentation, secure data management, organizational compliance, certification and efficiency.

Therap Documentation Program: 1-2 Day Educational Workshops for 6 Employees

Office Applications (Excel, Access, Word): 1 Day Educational Workshop for 4 Employees

PHP Coding Class: Workshop Training for 1 Employee

Network Security: Workshop Training for 1 Employee

MITC and Great Plains Accounting: Annual Training for 4 Employees

Specialized Skills Training

Job specific skills training to improve industry and service knowledge. Training and certification to maintain industry standards for service delivery in health, medical, and behavioral supports, occupational health and safety standards and requirements.

- **CPR/First Aid/AED Certification and Recertification:** 4 Training Hours, 160 Employees
- **Mandt Certification and Recertification:** 8 Training Hours, 80 Employees
- **Skill Building Training:** 16 Training Hours, 75 Employees
- **Residential Attendant Class:** 60 Training Hours, 20 Employees
- **Medication Manager:** 12 Training Hours for 40 Employees
- **Certified Medication Aide:** 60 Training Hours for 20 Employees

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SHADE TREE AUTO, LLC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (the "State"), and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide job training paid for from the Workforce Training and Economic Development Fund (the "Fund") established under Section 260C.18A; and

WHEREAS, the College has undertaken negotiations with respect to a jobs training program with Shade Tree Auto, LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$17,500; 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;

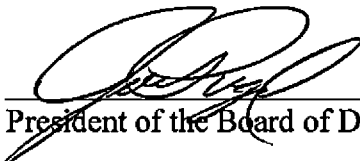
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



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 Shade Tree Auto, LLC, Grimes, IA, (the "Business" and its location), is entered into
under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$17,500, (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: Shade Tree Auto, LLC
3450 SE Miehle Dr.
Grimes, IA 50111

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

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

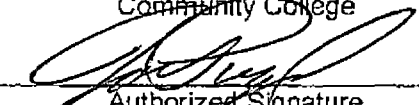
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College
Community College

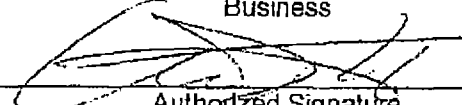

Authorized Signature
Joe Pugal, Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023
Address

8-8-16
Date

Shade Tree Auto, LLC
Business


Authorized Signature
Clint Dudley, Owner
Type Name and Title

service@shadetreeauto.biz
Email Address

3450 SE Miehe Dr.

Grimes, IA 50111
Address

7/11/16
Date

**Training Plan and Budget
For Shade Tree Auto
WTED Project 1**

The following Training Plan reflects the expected training activities for Shade Tree Auto. 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 Shade Tree Auto staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	6,928	5,000
<p>The following training activities are intended to assist employees on improving their knowledge and training in a variety of areas including, but not limited to: automotive service and repair and process improvement. The team also plans to develop an employee/operations manual to standardize training with all new employees.</p> <p>Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills training. This may include classes, seminar, workshops, consulting or training.</p>		
II. Management/Supervisory Skills	10,475	9,428
<p>DMACC and/or outside vendors may provide management/supervisory training including, but not limited to: leading others, developing people, managing a team, strategic review and development of compensation plan, process improvement and standardization of all internal processes, development of growth plan and goals. Classes, seminars, workshops consulting and conferences may be attended by employees.</p>		
III. Materials and Supplies		
IV. Administrative Costs	\$ 3,072	\$3,072
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
Total	\$20,475.00	\$17,500

The training began May 19, 2016 with completion anticipated by May 19, 2018. 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 4 unduplicated employees and will show, at the completion of the contract, \$6,047 in-kind cash match. This match will be linked to the training as outlined in this plan.

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Summertime Potato 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 Summertime Potato 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>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SUMMERTIME POTATO 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 Summertime Potato 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 \$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.

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 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



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 Summertime Potato, Des Moines, Iowa, (the "Business" and its location), is entered into
under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Summertime Potato Company</u>
	<u>2001 E. Grand Avenue</u>
	<u>Des Moines, IA 50047</u>

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

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

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



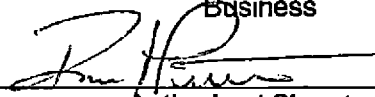
Authorized Signature

Joe Puyel, Board President

Type Name and Title

Summertime Potato Company

Business



Authorized Signature

Ron Peterson, President

Type Name and Title

ron@summertimepotato.com

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

8-8-16

Date

2001 E. Grand Avenue

Des Moines, IA 50047

Address

4/4/16

Date

Training Plan and Budget For WTED Project

The following Training Plan reflects the expected training activities for Summertime Potato Company. 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 Summertime Potato Company staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training	\$10,650	\$8,552

Participants will gain various job skills through classes, workshops, online classes, and other training in subjects including:

- Equipment Maintenance
- Food Industry Safety
- Continuous Improvement Training
- Sales
- Safety –CPR/First Aid

II. Management/Supervisory Skills	\$18,000	\$12,000
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Management and entrepreneurial skills anticipated to be taught through various means including formal classes, seminars, conferences, and other instruction include:

- Business Planning
- Financial Projections
- Cost Analysis
- New Product/Market Development
- Strategic Planning

Building an effective team
Articulating a vision

III. Materials and Supplies **\$1000** **\$0**

Summertime Potato Company may purchase materials such as books, manuals, software and DVDs to assist with employee learning.

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 12/14/15 with completion anticipated by 12/14/17. 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 5 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

Ankeny, Iowa
August 8, 2016

The Board of Directors of the Des Moines Area Community College met telephonically on the 8th day of August, 2016, at 4:00 p.m. The meeting was called to order and there were present telephonically the following named Board Members:

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

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

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CONCRETE TECHNOLOGIES, INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, 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 Concrete Technologies, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

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

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

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

Section 2. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of August, 2016.



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 August 8, 2016, 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 8th day of August, 2016.



SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; 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 \$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 be 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 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. 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:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Concrete Technologies Inc.</u>
	<u>1001 SE 37th Street</u>
	<u>Grimes, IA 50111</u>

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.

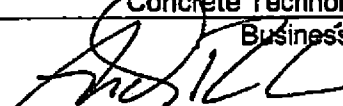
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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
Community College

Authorized Signature
Joe Pugh, Board President
Type Name and Title

Concrete Technologies Inc.
Business

Authorized Signature
Andy Denver U.P. of Operations
Type Name and Title

ADENVER@CTI-IA.COM
Email Address

2006 South Ankeny Blvd.

1001 SE 37th Street

Ankeny, IA 50023
Address

Grimes, IA 50111
Address

8-8-14
Date

7-13-2014
Date

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

**Training Plan and Budget
For
260F Project**

The following Training Plan reflects the expected training activities for Concrete Technologies of Iowa. 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 Concrete Technologies staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$14,650	\$14,640

Employees will receive Job Skills training including, but not limited to, the following:

- Welding
- ESL
- Occupational Spanish
- Truck Driving
- Computer Skills
- Concrete/Asphalt Manufacturing
- Safety

II. Management/Supervisory Skills	\$12,000	\$4,912
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Concrete Technologies of Iowa supervisors will receive Management and Supervisory training including, but not limited to:

- New Manager Training
- Giving Feedback
- Motivating Employees
- Performance Management

III. Materials and Supplies	\$3,000	\$1,000
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The company will purchase books, manuals, dvds, software and other materials as necessary to facilitate employee learning.

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.

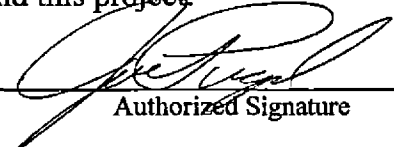
Total **\$34,098** **\$25,000**

The training began 2/26/16 with completion anticipated by 2/26.18. 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 28 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)

REQUEST FOR RELEASE OF FUNDS

	<u>20160519095447</u> Project ID Code From Approval Letter
<u>Des Moines Area Community College</u> Community College	<u>Concrete Technologies Inc.</u> Business
<u>Aaron Chittenden 256-4921</u> College Contact Person/Phone	<u>1001 SE 37th Street, Grimes Iowa</u> Business Location
<p>The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A Training Contract, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.</p>	
<p>The Iowa Economic Development Authority is therefore requested to allocate \$ <u>25,000.00</u> to fund this project.</p>	
 Authorized Signature	<u>8-8-16</u> Date

<p>Approved for allocation by the Iowa Economic Development Authority.</p>	
_____ Authorized Signature	_____ Date

IMPORTANT!

THREE copies of this form, each with an original signature, must be returned with a copy of the **Training Contract** to the Iowa Economic Development Authority, Iowa Jobs Training Program, 200 East Grand Avenue, Des Moines, Iowa 50309.