Des Moines Area Community College

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Board of Directors Meeting Minutes

11-9-2015

Board of Directors Meeting Minutes (November 9, 2015)

DMACC

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Board of Directors Des Moines Area Community College

Regular Board Meeting November 9, 2015 – 4:00 p.m.

Eldon Leonard Boardroom

DMACC Ankeny Campus – Ankeny, Iowa

AGENDA

1		order.
1.	Lan o	oraer.

- 2. Roll call.
- 3. Consideration of tentative agenda.
- 4. Administration of Oath of Office to Felix Gallagher and Madelyn Tursi.
- 5. <u>Board Report 15-131</u>. Receipt of FY 2015 Audited Financial Statements. (Denman and Company, LLP will make a presentation.)
- 6. Public comments.
- 7. <u>Presentations:</u> Emily Betz, Coordinator of Process Improvement and Technology and Kim Lacey, Personnel Coordinator

Anna Conway, Director of Teaching and Learning

Sara Moore, Career Center Specialist

- 8. <u>Consent Items.</u>
 - a. Consideration of minutes from October 12, 2015 Organizational and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
- 9. <u>Board Report 15-132.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of lowa, for **Cemen Tech, Inc. Project #3.**

- 10. <u>Board Report 15-133.</u> A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for Capital City Fruit Co. Project #3.
- 11. <u>Board Report 15-134.</u> A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Shift Interactive**, **LLC**.
- 12. <u>Board Report 15-135.</u> A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for **Auto-Jet Muffler Corporation Project #2.**
- 13. <u>Board Report 15-136.</u> A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under **Chapter 260C**, Code of Iowa, for Performance Marketing of Iowa, Inc.
- 14. Presentation of Financial Report.
- 15. President's Report.
- 16. Committee Reports.
- 17. Board Members' Reports.
- 18. Information Items:
 - ➤ November 26-27 Thanksgiving Holiday All campuses closed.
 - December 8 West Campus Fall Graduation; 5:00 p.m.
 - December 9 Ankeny Campus Fall Graduation; 6:00 p.m.
 - ➤ December 10 Newton Campus Fall Graduation; 4:00 p.m.
 - ➤ December 10 Boone Campus Fall Graduation; 4:00 p.m.
 - December 11 Urban Campus Fall Graduation; 5:30 p.m.
 - December 14 President/Board Holiday Luncheon, Ankeny Campus; 11:00-1:00
 - December 14 Board Retreat; Eldon Leonard Boardroom; 12:30 p.m.
 - December 14 Board Meeting; Eldon Leonard Boardroom; 4:00 p.m.
 - December 24, 2015 January 3, 2016 All campuses closed for holiday.
- 19. Adjourn.

Board of Directors Des Moines Area Community College

BOARD MEETING November 9, 2015 The regular meeting of the Des Moines Area Community College Board of Directors was held in the Eldon Leonard Boardroom at DMACC's Ankeny Campus November 9, 2015. Board Chair Joe Pugel called the meeting to order at 4:02 p.m.

ROLL CALL

Members present: *Fred Buie, Felix Gallagher, Kevin Halterman, Jim Knott, Cheryl Langston, Denny Presnall, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Others present: Kim Linduska, Executive Vice President of Academic Affairs; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer; faculty and staff.

APPROVE AGENDA

Rouse moved; seconded by Langston to approve the agenda as presented. Motion passed unanimously. Aye-Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

OATH OF OFFICE

Board Secretary Carolyn Farlow issued the Oath of Office to Felix Gallagher and Madelyn Tursi.

RECEIVE AND FILE FY2015 AUDITED FINANCIAL STATEMENTS

<u>Board Report 15-131</u>. Dave Ellis from Denman and Company presented the FY2015 audited financial report. Halterman moved; seconded by Langston recommending that the Board receive and file the FY2015 audit.

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

*Fred Buie arrives at 4:09 p.m.

PUBLIC COMMENTS

None.

PRESENTATIONS

Linduska announced that Anna Conway was unable to present this month so her presentation will be scheduled at a later date.

Emily Betz, Coordinator of Process Improvement and Technology and Kim Lacey, Personnel Coordinator, provided a summary their LINC project, which involves working with the Information Specialists to ensure they have the information needed to assist potential and current students. After gathering data from many sources, the project focus has been narrowed to correcting the phone tree verbiage for the entire college.

Sara Moore, Career Center Specialist, presented an overview of the 2013-14 Graduate Follow-up Report.

CONSENT ITEMS

Pugel moved; seconded by Halterman to approve the consent items: a)
Minutes from the October 12, 2015 Organizational and Regular Board
Meeting; b) Human Resources Report and Addendum (Attachment #1); and c)
Payables (Attachment #2).

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

APPROVE RETRAINING OR TRAINING AGREEMENT

Presnall moved; seconded by Tursi to approve Items #9-13 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

Cemen Tech, Inc. Project #3

<u>Board Report 15-132.</u> Attachment #3. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Cemen Tech, Inc. Project #3.**

Capital City Fruit Co. Project #3

<u>Board Report 15-133.</u> 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 Capital City Fruit Co. Project #3.

Shift Interactive, LLC

<u>Board Report 15-134.</u> 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 lowa, for Shift Interactive, LLC.

Auto-Jet Muffler Corporation Project

<u>Board Report 15-135.</u> Attachment #6. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development training contract under Chapter 260C, Code of Iowa, for Auto-Jet Muffler Corporation Project #2.

Performance Marketing of Iowa, Inc.

<u>Board Report 15-136.</u> 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 Performance Marketing of Iowa, Inc.

FINANCIAL REPORT

Greg Martin, Vice President for Business Services, presented the balance sheet for the four months ending October 31, 2015 as seen in Attachment #8 to these minutes.

COMMITTEE REPORTS

Kevin Halterman reported that the Audit Committee met earlier this month for an in-depth review of the Audit Report presented to the full board during this meeting.

ADJOURN

Gallagher moved; seconded by Buie to adjourn. Motion passed unanimously and at 5:04 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

JOE PUGEL, Board Chair

CAROLYN FARLOW, Board Secretary



BOARD REPORT

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

November 9, 2015

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ADDENDUM ITEM

Human Resources Report

BACKGROUND

I. Early Retirement

A. Wauson, Peter Grounds Mechanic Ankeny Campus

Effective: December 31, 2015

RECOMMENDATION

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



BOARD REPORT

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

November 9, 2015

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AGENDA ITEM

Human Resources Report

BACKGROUND

There are no personnel actions to report at this time.

Date:

Des Moines Area Comm College

List of checks over \$2,500.00

from 24-SEP-2015 to 21-OCT-2015

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10/22/2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC HEA	595126	\$7,554.25	\$7,554.25	2299	Payroll Office	Other Employee Deduc
Accreditation Commission	595148	\$2,625.00	\$2,625.00	6269	Director, Nursing	Other Company Servic
Ackerman Jr, Gerald H.	595149	\$3,950.00	\$3,950.00	6019	Iowa DECA	Prof Svcs-Individual
After Images	595150	\$2,560.50	\$2,560.50	6322	Mortuary Science Pro	Materials & Supplies
Air Equipment Sales	59 5151	\$3,364.41	\$3,364.41	6377	Program Development	Materials/Supplies f
Airgas North Central	595152	\$2,988.98	\$228.72 \$67.26 \$255.49 \$92.72 \$16.80 \$420.01 \$27.61 \$272.07 \$248.48 \$1,214.38 \$88.44 \$57.00	6322 6322 6322 6322 6322 6322 6322 6322	Jasper County Career Jasper County Career Welding WTED - Welding Perry Operations Perry Operations Jasper County Career Jasper County Career	Materials & Supplies
Allender Butzke Engineers	595156	\$2,756.34	\$409.52 \$1,906.78 \$440.04	6015	Building 7 Expansion Student Center Proje Student Center Proje	Consultant's Fees Consultant's Fees Consultant's Fees
Alliance Technologies Inc	595157	\$2,679.83			Alliance Tech Proj #	
Alliant Energy	595158	\$16,603.95	\$14,921.55 \$1,682.40	6190	Utilities Plant Operations, Pe	Utilities

Des Moines Area Comm College

10/22/2015 List of checks over \$2,500.00

from 24-SEP-2015 to 21-OCT-2015

Time:

Date:

07:53 AM

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Alt Studios LLC	5 9 5160	. \$4,027.74	\$4,027.74	6015	Office of Exec Dir,	Consultant's Fees
Assessment Technologies I	5951 67	\$49,050.00	\$19,350.00	6269	NLN Testing	Other Company Servic
		4,	\$10,800.00		NLN Testing	Other Company Servic
			\$8,100.00		NLN Testing	Other Company Servic
			\$10,800.00		NLN Testing	Other Company Servic
			420,000100	0.402		
Badding Winker Partnershi	595168	\$6,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
			\$3,000.00	6210	Building Rental for	Rental of Buildings
Baker Group Corp.	595170	\$57,805.35	\$57,805.35	6269	Baker Group Proj #2	Other Company Servic
Business Publications Cor	595183	\$3,500.00	\$3,500.00	6110	Office of Dir, Marke	Information Services
		•				
Cedar Graphics Inc	595 190	\$18,598.94	\$18,598.94	6120	Office of Dir, Marke	Printing/Reproductio
City of Ankeny	5 9 5193	\$14,864.00	\$70.39		Utilities	Utilities
			\$8,276.02		Utilities	Utilities
			\$113.07		Ut ilities	Utilities
			\$73.77	6190	Utilities.	Utilities
			\$81.06	6190	Utilities	Utilities
			\$91.73	6 190	Util itie s	Utilities
			\$354.98	6190	Utilities	Utilities
			\$4,031.63	6190	Utilities	Utilities
			\$113.07	6190	Utilities	Utilities
			\$26.82	6190	Utilities	Utilities
			\$185.85		Utilities	Utilities
			\$500.54		Utilities	Utilities
			\$729.06			Utilities
			\$59.72			Utilities
			\$125.20		Utilities	Utilities
			,			

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10/22/2015 List of checks over \$2,500.00

Des Moines Area Comm College

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from 24-SEP-2015 to 21-OCT-2015

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	595193	\$14.864.00	\$ 31.09	6190	Utilities	Utilities
or or imment	333133	\$147004.00	451.07	0170	OCTITOTOS	
College Health Services L	595195	\$4,390.00	\$2,390.00	6269	Office of Exec Dean,	Other Company Servic
			\$2,000.00	6269	DMACC Suicide Preven	Other Company Servic
Collignon, Jane	595196	\$2,612.50	\$1,235.00	6019	Special Needs	Prof Svcs-Individual
			\$380.00	6019	Special Needs	Prof Svcs-Individual
			\$997.50	6019	Special Needs	Prof Svcs-Individual
Computer Comforts, Inc	595197	\$17,066.36	\$50.36	6322	Equip Replacement In	Materials & Supplies
•		• •	\$17,016.00		WTED - Nursing	Minor Equipment
Days Inn	595208	\$3,819.20	\$2,094.40	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,724.80	6269	Continuing Ed, 2 Day	Other Company Servic
Des Moines Register	595209	\$14,995.92	\$11,437.32	6110	Office of Dir, Marke	Information Services
			\$3,558.60	6110	Office of Dir, Marke	Information Services
Des Moines Water Works	595210	\$3,165.41	\$1,875.49	6190	Utilities	Utilities
			\$294.83	6190	Utilities	Utilities
			\$43.75	6190	Utilitie s	Utilities
			\$330.41	6190	Utilities	Utilities
			\$620.93	6190	Utilities	Utilities
FFA Enrichment Center	595227	\$2,577.50	\$1,700.00	6210	Office of Dean, Indu	Rental of Buildings
			\$877.50	4850	FFA Enrichment Cente	Miscellaneous Receip
Fisher Scientific dba The	595229	\$12,953.93	\$6,546.88	7100	Equip Replacement Sc	Furniture, Machinery
			\$99.97	6322	Mathematics & Scienc	Materials & Supplies
			\$6,307.08	7100	Equip Replacement Sc	Furniture, Machinery
Go Big	595233	\$3,812.73	\$2,819.81	6120	Civil Engineering Te	Printing/Reproductio

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Des Moines Area Comm College

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Go Big	595233	\$3,812.73	\$992.92	6322	Recruiting-Program D	Materials & Supplies
Heartland Door & Frame In	595239	\$3,315.24	\$3,315.24	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
Heartland Finishes Inc	595240	\$26,960.6 5	\$1,280.43 \$3,607.00 \$5,805.00 \$9,447.47 \$4,585.03	6090 6090 6090 6090	Ankeny Dept Moves-Bl	Maintenance/Repair o Maintenance/Repair o Maintenance/Repair o Maintenance/Repair o
Hewlett Packard	595242	\$5,205.87	\$2,235.72 \$2,611.39 \$2,594.48	6090 6060 6060	Non Tort Equip Maint	Maintenance/Repair o Maintenance/Repair o Maintenance/Repair o
Holiday Inn Downtown	595246	\$3,283.35	\$1,424.85 \$1,858.50		Continuing Ed, 2 Day Continuing Ed, 2 Day	
Holmes Murphy & Associat	595247	\$5,628.00	\$5,628.00	6180	Tort Insurance	Insurance
Inteconnex	595251	\$4,370.19	\$2,741.50 \$230.31 \$1,398.38	6265	Non Tort Security In Non Tort Security In Non Tort Security In	Software Service Agr
IP Pathways	595255	\$10,283.14	\$10,283.14	6269	IP Pathways Proj#2 J	Other Company Servic
Kitchen Concepts	595263	\$2,690.64	\$2,690.64	6269	WTED - Nursing	Other Company Servic
Macerich Southridge Mall	595270	\$4,120.00	\$4,120.00	6210	Plant Operations - 5	Rental of Buildings
McDonald, Thomas W.	595274	\$3,000.00	\$3,000.00	1470	IA Comm College Athl	Misc Accounts Receiv
MidAmerican Energy Co	595276	\$6,079.18	\$5,549.81	6190	Plant Operations - S	Utilities

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Des Moines Area Comm College

10/22/2015 List of checks over \$2,500.00

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
MidAmerican Energy Co	595276	\$6,079.18	\$307.72	6190	Building Rental for	Utilities
5.		, - ,	\$221.65		Plant Operations, St	Utilities
Okoboji Wines	595294	\$7,525.60	\$7,525.60	6930	Beverage Account	Other Current Expens
Page 1 Printers	595298	\$17,324.47	\$13,345.89	6120	Office of Exec Dir,	Printing/Reproductio
		·	\$3,978.58	6120	Office of Dir, Marke	Printing/Reproductio
Pearson Education	595300	\$2,772.75	* *		Continuing Ed, Gener Continuing Ed, Gener	
·			\$873.01	6322	continuing Ed, Gener	Materials & Suppries
RDG Planning and Design	595309	\$40,684.49	\$11,655.07	6012	Student Center Proje	Architect's Fees
			\$29,029.42	6012	Student Center Proje	Architect's Fees
Daniel Tura	E05319	42 040 15	63.040.35	6222	Mathematics & Scienc	Vatorials & Supplies
Remel Inc	595312	\$3,048.15	\$3,048.15	6322	Mathematics & Science	Maceriais & Suppries
Ryan Miller	595319	\$5,238.55	\$5,238.55	6 060	Motorcycle and Moped	Maintenance/Repair o
Shive Hattery Inc	595325	\$4,507.00	\$4,507.00	6012	Buildings Equipment	Architect's Fees
Siemens Industry Inc	5953 27	\$43,505.95	\$43,505.95	6090	Building 7 Expansion	Maintenance/Repair o
		• •	• •			
Southwestern Community Co	595333	\$10,000.00	\$10,000.00	6269	Office of the Presid	Other Company Servic
Sysco Food Services of Io	595338	\$2,897.18	\$31.63	6322	Culinary Arts	Materials & Supplies
Systo rood services of 10	323336	\$2,037.10	\$79.57		Culinary Arts	Materials & Supplies
			\$184.53		Culinary Arts	Materials & Supplies
			\$44.05		Bistro	College Inn
			\$299.77		Hospitality Careers	-
			\$734.72			Gourmet Dinners
			\$48.76		Hospitality Careers	Gourmet Dinners
			7			

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Sysco Food Services of Io 595338 \$2,897.18 \$35.98 6518 Hospitality Careers Gourmet Dinners \$795.31 6518 Hospitality Careers Gourmet Dinners \$642.86 6322 Culinary Arts Materials & Suppl Touchboards.com 595342 \$5,056.31 \$1,011.26 6323 Equip Replacement In Minor Equipment \$4,045.05 6323 WLAN Support Minor Equipment	-
	s
Verizon Wireless 595352 \$9,725.52 \$52.00 6150 Flant Operations - S Communications \$312.00 6150 WTED-General Exp Communications \$57.40 6150 Upward Bound Year 23 Communications \$52.00 6150 Upward Bound Year 23 Communications \$52.00 6150 Continuing Ed, Trade Communications \$52.00 6150 Recruiting-Program D Communications \$278.10 6150 Continuing Ed, Trade Communications \$278.10 6150 Continuing Ed, Trade Communications Communications \$278.10 6150 Continuing Ed, Trade Communications Comm	

Des Moines Area Comm College

10/22/2015 List of checks over \$2,500.00

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Date:

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	595352	\$9,725. 5 2	\$41.97	6150	Transportation Insti	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$148.00	6150	Office of Dean, Heal	Communications
			\$37.23	6150	Associates Degree Nu	Communications
			\$144.01	6150	Student Records/Serv	Communications
			\$42.46	6150	Office of Dir, Stude	Communications
			\$127.75	6150	Office of Exec Dean,	Communications
			\$49.95	6150	Office of Exec Dean,	Communications
			\$136.46	6150	Office of Exec Dean,	Communications
			\$113.75	6150	Grounds	Communications
			\$37.23	6150	Transportation	Communications
			\$639.09	6150	Mechanical Maintenan	Communications
			\$74.46	6150	Custodial	Communications
			\$40.01	6150	Safety Committee	Communications
			\$77.07	6150	Physical Plant Opera	Communications
			\$56.58	6150	Physical Plant Opera	Communications
			\$6.77	6150	Physical Plant Opera	Communications
			\$76.55	6150	Physical Plant Opera	Communications
			\$30.02	6150	Office of Controller	Communications
			\$144.01	6150	Office of Exec Dir,	Communications
			\$2,285.70	6150	WLAN Support	Communications
			\$212.04	6150	Office of Dir, Marke	Communications
			\$52.00	6150	Office of Exec Dir,	Communications
			\$1,039.13	6150	Program Development	Communications
			\$92.01	6150	Office of Exec Dean,	Communications
			\$40.01	61 50	Volleyball	Communications
			\$52.00	6150	Quality Assurance Tr	Communications
			\$52.00	6150	Story County Academy	Communications
			\$52.00	6150	Gateway to College	Communications
			\$92.01	6150	Judicial Office	Communications
			\$37.23	6150	IES-Des Moines	Communications

Date:

Des Moines Area Comm College

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List of checks over \$2,500.00 from 24-SEP-2015 to 21-OCT-2015

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
					•••••	
Verizon Wireless	595352	\$9,725.52	\$537.46		Jasper County Career	
			\$114.00		Office Exec Dir, Ins	Communications
			\$52.00		•	Communications
			\$37.23	6150	Workforce Developmen	Communications
ABC Virtual Communication	595410	\$10,805.00	\$2,000.00	6265	Non Tort Equip Maint	Software Service Agr
	333110	410,003.00	\$1,750.00		Economic Development	-
			\$7,055.00		Economic Development	-
			<i>\$1,033.00</i>	0524	Deolomic Development	Compacor Boroward
ACT	595413	\$8,358.50	\$2,008.50	62 69	NCRC Testing	Other Company Servic
			\$6,350.00	6322	Ankeny Testing Cente	Materials & Supplies
Name of March Control	505415	011 064 54	622.15	6222	WTED - Welding	Materials & Supplies
Airgas North Central	595415	\$11,864.54	\$33.15		Continuing Ed, Trade	
			-\$25123			
			\$7,991.28	6323	Equip Replacement Ne	
			\$152.29		Perry Operations	Materials & Supplies
			\$281.75		Perry Operations	Materials & Supplies
			\$108.80		Perry Operations	Materials & Supplies
•			\$57.65		Perry Operations	Materials & Supplies
			\$196.50		WTED - Welding	Materials & Supplies
			\$12.40	6322	WTED - Welding	Materials & Supplies
			\$604.90	6322	WTED - Welding	Materials & Supplies
			\$119.56	6322	WTED - Welding	Materials & Supplies
			\$980.95	6322	WTED - Welding	Materials & Supplies
			\$18.00	6322	WTED - Welding	Materials & Supplies
			\$4.20	6322	WTED - Welding	Materials & Supplies
			\$14.10	6322	Auto Body	Materials & Supplies
			\$40.82		Welding	Materials & Supplies
			\$21.00		Welding ,	Materials & Supplies
		·	\$604.90		Welding	Materials & Supplies
			\$155.25	6322	Welding	Materials & Supplies

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Des Moines Area Comm College

List of checks over \$2,500.00

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Date:

	CHECK		TRANSACTION	ACCOUNT	•	
VENDOR NAME	NUMBER	CHECK AMOUNT	TRUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	5 9 5415	\$11,864.54	\$23.10	6322	Welding	Materials & Supplies
-		,	\$21.50		Auto Body	Materials & Supplies
			\$90.51		Auto Body	Materials & Supplies
			\$9.66	6322	Auto Body	Materials & Supplies
			\$15.58		Auto Body	Materials & Supplies
			\$28.20	6322	Auto Body	Materials & Supplies
			\$253.51	1550	Office of Controller	Prepaid Expenses
			\$276.21	1550	Office of Controller	Prepaid Expenses
All Makes Office Interior	· 595416	\$3,152.78	\$3,152.78	6323	Equip Replacement He	Minor Equipment
Alliant Energy	595418	\$10,705.08	\$8,956.01	6190	Boone Campus Housing	Utilities
			\$1,74 9 .07	6190	Boone Campus Housing	Urilities
American Heritage Life In	595421	\$3,029.68	\$164.00	2289	Payroll Office	Hospitalization Insu
			\$2 58.60	2288	Payroll Office	Critical Illness Ins
			\$1,479.32	2287	Payroll Office	Cancer Insurance Pay
			\$1,127.76	2286	Payroll Office	Accident Insurance P
Apple Computer Inc	595423	\$5,332.00	\$1,699.00	6323	Equipment Replacemen	Minor Equipment
			\$458.00	6322	Motorcycle and Moped	
			\$458.00	6322	Motorcycle and Moped	Materials & Supplies
			\$239.00	6323	ICN Operations	Minor Equipment
			\$579.00	6323	ICN Operations	Minor Equipment
			\$1,899.00	6323	ICN Operations	Minor Equipment
Arnold Motor Supply	595424	\$3,289.38	\$15.96	6511	Auto Mechanics	Purchases for Resale
·			\$7.78	6322	Heavy Diesel Equipme	Materials & Supplies
			\$108.78	6511	Auto Mechanics	Purchases for Resale
			\$12.84	6322	Heavy Diesel Equipme	Materials & Supplies
			\$26.14	6511	Auto Mechanics	Purchases for Resale

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Des Moines Area Comm College

10/22/2015 List of checks over \$2,500.00

from 24-SEP-2015 to 21-OCT-2015

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	595424	\$3,289.38	\$43.21		Auto Mechanics	Purchases for Resale
			\$86'.65	6322	Heavy Diesel Equipme	Materials & Supplies
			\$10.29	6511	Auto Mechanics	Purchases for Resale
			-\$176.43	6511	Auto Mechanics	Purchases for Resale
			-\$100.00	6511	Auto Mechanics	Purchases for Resale
			-\$37.08	6511	Auto Mechanics	Purchases for Resale
			-\$69.07	6511	Auto Mechanics	Purchases for Resale
			\$4.04	6511	Auto Mechanics	Purchases for Resale
			\$72.86	6511	Auto Mechanics	Purchases for Resale
			\$5.40	6511	Auto Mechanics	Purchases for Resale
			\$117.78	6511	Auto Mechanics	Purchases for Resale
			\$251.26	6511	Auto Mechanics	Purchases for Resale
			\$82.28	6511	Auto Mechanics	Purchases for Resale
			\$14.19	6511	Auto Mechanics	Purchases for Resale
			\$380.07	6511	Auto Mechanics	Purchases for Resale
			\$599.88	6511	Auto Mechanics	Purchases for Resale
			\$17.45	6511	Auto Mechanics	Purchases for Resale
			\$692.33	6511	Auto Mechanics	Purchases for Resale
			\$12.79	6511	Auto Mechanics	Purchases for Resale
			\$36.52	6511	Auto Mechanics	Purchases for Resale
			\$43.18	6511	Auto Mechanics	Purchases for Resale
			\$72.23	6511	Auto Mechanics	Purchases for Resale
			\$43.95	6511	Auto Mechanics	Purchases for Resale
			\$90.66	6511	Auto Mechanics	Purchases for Resale
			\$34.51	6511	Auto Mechanics	Purchases for Resale
			\$27.99	6511	Auto Mechanics	Purchases for Resale
			\$24.90	6511	Auto Mechanics	Purchases for Resale
			\$83.21	6511	Auto Mechanics	Purchases for Resale
			\$109.42		Auto Mechanics	Purchases for Resale
			\$133.99	6511	Auto Mechanics	Purchases for Resale
			\$4.79		Auto Mechanics	Purchases for Resale
			7 - 1 / 2			

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Report: FWRR040
Date: 10/22/26

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Des Moines Area Comm College

List of checks over \$2,500.00

from 24-SEP-2015 to 21-OCT-2015

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE

Arnold Motor Supply	595424	\$3,289.38	\$44.60	6511	Auto Mechanics	Purchases for Resale
	333421	Q5,205.50	\$7.66		Auto Mechanics	Purchases for Resale
			\$73.11		Auto Mechanics	Purchases for Resale
			\$52.27		Auto Mechanics	Purchases for Resale
			\$52.27		Auto Mechanics	Purchases for Resale
			\$62.99		Auto Mechanics	Purchases for Resale
			\$67.30			Purchases for Resale
			\$3.89		Heavy Diesel Equipme	
			\$40.53		Heavy Diesel Equipme	
AVI Systems	595427	\$4,174.05	\$4,174.05	6323	Equip Replacement Sc	Minor Equipment
Berglund Sheet Metal Cont	595433	\$3,723.45	\$3,723.45	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
BSN Sports	595441	\$2,990.96	\$72.00	6322	Womens' Basketball B	Materials & Supplies
			\$2,918.96	6322	Womens' Basketball B	Materials & Supplies
Business Publications Cor	595442	\$4,440.00	\$4,440.00	6120	Office of Dir, Marke	Printing/Reproductio
Cedar Graphics Inc	595445	\$4,355.38	\$4,355.38	6120	Office of Dir, Marke	Printing/Reproductio
CenturyLink	595447	\$3,690.00	\$3,6 9 0.0 0	6150	Campus Communication	Communications
Certification Center	595449	\$9,048.00	\$9,048.00	6322	Continuing Ed, Healt	Materials & Supplies
Choice Creative Solutions	595451	\$11,000.00	\$11,000.00	6110	Office of Dir, Marke	Information Services
CIT Charters Inc	595454	\$ 4 ,720. 9 4	\$1,129.44	6420	Office of Exec Dean,	
			\$2,841.50		Office of Exec Dean,	
			\$750.00	6420	Office of Exec Dean,	Vehicle Materials an
Constellation NewEnergy G	595463	\$6,048.55	\$6,048.55	6190	Utilities	Utilities

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Des Moines Area Comm College

10/22/2015 List of checks over \$2,500.00 from 24-SEP-2015 to 21-OCT-2015

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Cross Dillon Tire	595464	\$3,432.11	\$1,068.20	6377	Transportation Insti	Materials/Supplies f
			\$43.50	6377	Transportation Insti	Materials/Supplies f
			\$137.71	6377	Transportation Insti	Materials/Supplies f
			\$176.70	6377	Transportation Insti	Materials/Supplies f
			\$1,312.20	6377	Transportation Insti	Materials/Supplies f
			\$693.80	6377	Transportation Insti	Materials/Supplies f
Davis Brown Koehn Shors a	59 54 72	\$11,882.00	\$510.00	6013	Southridge Mall Remo	Legal Fees
			\$680.00	6013	Student Center Proje	Legal Fees
			\$5,440.00	6013	Student Center Proje	Legal Fees
			\$315.00	6013	Dean, Business & Inf	Legal Fees
			\$315.00	6013	Office of Dean, Indu	Legal Fees
			\$315.00	6013	Office of Dean, Indu	Legal Fees
			\$782.00	6013	Economic Development	Legal Fees
			\$315.00	6013	Office of Exec Dean,	Legal Fees
			\$38.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,122.00	6013	Economic Development	Legal Fees
			\$315.00	6013	Dean, Busines s & Inf	Legal Fees
			\$1,420.0 0	6013	Non Tort Insurance	Legal Fees
			\$315.00	6013	Office of Exec Dean,	Legal Fees
Delegard Tool Co	595476	\$ 11,661.81	\$5,305.00	7100	WTED-General Exp	Furniture, Machinery
			\$56.81	7100	WTED-General Exp	Furniture, Machinery
			\$6,300.00	7100	WTED-General Exp	Furniture, Machinery
Delta Dental Plan of Iowa	5 9547 7	\$2,709.38	\$2,709.38	2 2 85	Payroll Office	Vision Insurance Pay
Denman and Co LLP	595478	\$26,000.00	\$26,000.00	6011	Office of Sr VP, Bus	Auditor's Fees
FBG Service Corporation	595491	\$52,211.31	\$19,826.00	6030	Custodial	Custodial Services
			\$4,140.00	6322	Physical Plant Opera	Materials & Supplies

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Des Moines Area Comm College

List of checks over \$2,500.00

from 24-SEP-2015 to 21-OCT-2015

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
FBG Service Corporation	595491	\$52,211.31	\$6,982.00	6030	Physical Plant Opera	
			\$300.80	6030	FFA Enrichment Cente	Custodial Services
			\$294.11	6030	FFA Enrichment Cente	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$345.58	6030		Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
			\$1,480.00	6030	Plant Operations - E	Custodial Services
			\$7,673.00	6030	Plant Operations - S	Custodial Services
			\$58.82	6030	FFA Enrichment Cente	Custodial Services
FHEG Ankeny Bookstore #10	595492	\$2,096,732.92	\$121.63	6322	International Week	Materials & Supplies
			\$342.44	6322	Office of Dean, Indu	Materials & Supplies
			\$19.05	6322	Architectural Drafti	Materials & Supplies
			\$35.00	6322	Heating/AC/Refrig Te	Materials & Supplies
			\$148.50	6322	Auto Service	Materials & Supplies
			\$85.25	6322	Agri Business	Materials & Supplies
			\$51.00	6322	Horticulture	Materials & Supplies
			\$26.98	6322	Office of Exec Dean,	
			\$16.00	6322	Communications	Materials & Supplies
			\$109.00	6322	Social/Behavioral Sc	Materials & Supplies
			\$845.43	6322	Office of Exec Dean,	
			\$4.78	6322	Accounting	Materials & Supplies
			\$7.01	6322	Business Administrat	
			\$299.50	6322	Office of Exec Dean,	Materials & Supplies
			\$149.00		Telecommunications	Materials & Supplies
			\$133.70	6322	Photography	Materials & Supplies
			\$45,635.96	4027	Budgeted Revenue	Tuition Waived
			\$13,046.05	2019	Follett Bookstore	Accounts Payable Acc
			\$11.49	6322	Wellness	Materials & Supplies
			\$511.00	6322	Corrections-Newton	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
DUEG Bulance Bookstone #8.0						
FHEG Ankeny Bookstore #10	595492	\$2,096,732.92	\$4,826.50	6322	TSA Officer Educatio	
			\$137.64	6322	Computer Aided Desig	Materials & Supplies
			\$76.99	6322	GAP Tuition Assistan	Materials & Supplies
			\$576.00	6322	Continuing Ed, Trade	Materials & Supplies
			\$102.00	6322	Credit ESL - Urban	Materials & Supplies
			\$2,165.6 5	6322	PACE Program 260H	Materials & Supplies
			\$279.00	6322	Faculty Development	Materials & Supplies
			\$573.75	6322	United Way-iBest Pro	Materials & Supplies
			\$298.00	6322	50th Anni v - New ton	Materials & Supplies
			\$408.00	6322	Info Tech/Network Ad	Materials & Supplies
			\$19.90	6322	Real Time Court Repo	Materials & Supplies
			\$268.80	6322	Office of Dir, Marke	Materials & Supplies
			\$102.00	6322	Office of Exec Dir,	Materials & Supplies
			\$119,775.26	6322	Program Development	Materials & Supplies
			-\$2,617.25	6322	Program Development	Materials & Supplies
			\$15.91	6322	Special Needs	Materials & Supplies
			\$83.00	6322	Developmental Educat	Materials & Supplies
			\$62.20	6322	STRIVE	Materials & Supplies
			\$51.00	6322	Civil Engineering Te	Materials & Supplies
			\$51.5 0	6322	ESL Refugee Contract	Materials & Supplies
			\$1,885.97	2019	Follett Bookstore	Accounts Payable Acc
			\$23,210.71	2019	Follett Bookstore	Accounts Payable Acc
			\$458.47	2019	Follett Bookstore	Accounts Payable Acc
			\$132.00	2019	Follett Bookstore	Accounts Payable Acc
			\$220.00	2019	Follett Bookstore	Accounts Payable Acc
			\$443.00	2019	Follett Bookstore	Accounts Payable Acc
			\$8,535.38	2019	Follett Bookstore	Accounts Payable Acc
			\$200.00	2019	Follett Bookstore	Accounts Payable Acc
			\$353.90	2019	Follett Bookstore	Accounts Payable Acc
			\$1,727,373.40	2019	Follett Bookstore	Accounts Payable Acc
			\$1,588.86		Follett Bookstore	Accounts Payable Acc
			41,500.00	2.22		-

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List of checks over \$2,500.00

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	CHECK		TRANSACTION	ACCOUNT		•
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	595492	\$2,096,732.92	\$536.32	2019	Follett Bookstore	Accounts Payable Acc
-		•	\$123,337.25	2019	Follett Bookstore	Accounts Payable Acc
			\$343.44	2019	Follett Bookstore	Accounts Payable Acc
			\$6,219.73	6322	Gateway to College	Materials & Supplies
			\$4,429.65	6322	Jasper County Career	
			\$7.96	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$207.23	6322	Graphic Design	Materials & Supplies
			\$97.00	632 2	Manufacturing Techno	Materials & Supplies
			\$156.25	6322	Academic Achievement	Materials & Supplies
			\$4,627.00	6322	Workforce Developmen	Materials & Supplies
			\$108.95	6322	Perry Operations	Materials & Supplies
			\$112.75	6322	Boone Displaced Home	Materials & Supplies
			\$1,224.00	6322	Equipment Replacemen	Materials & Supplies
			\$6.95	6322	Medical Lab Technici	Materials & Supplies
			\$624.00	6322	Dean, Business & Inf	Materials & Supplies
			\$1,281.09	6322	Office of Dean, Scie	Materials & Supplies
			\$211.00	6322	Mathematics & Scienc	Materials & Supplies
First Choice Distribution	5 9 54 9 3	\$14,805.57	\$1,146.88	6410	Physical Plant Opera	
			\$184.17	6410	Physical Plant Opera	
			\$84.15	6410		Janitorial Materials
			\$6,644.05	6410	Custodial	Janitorial Materials
			\$879.59	6410	-	Janitorial Materials
			\$1,384.91		Physical Plant Opera	
			\$4,481.82	6410	Custodial	Janitorial Materials
Forst Training and Consul	595496	\$15,090.00	\$850.00		Softskills Training	Consultant's Fees
			\$2,450.00	6015	Softskills Training	Consultant's Fees
			\$1,035.00	6015	Softskills Training	Consultant's Fees
			\$6,435.00	6015	Softskills Training	Consultant's Fees
			\$3,300.00	6015	Softskills Training	Consultant's Fees

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10/22/2015 List of checks over \$2,500.00

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
Forst Training and Consul	595496	\$15,090.00	\$1,020.00	6015	Softskills Training	Consultant's Fees
GI Global IT Solutions Pv	595499	\$9,600.00	\$9,600.00	6269	Technical Update Equ	Other Company Servic
Heiman Inc	595509	\$6,895.00	\$6,895.00	6322	Equipment Replacemen	Materials & Supplies
Hewlett Packard	595510	\$22,602.81	\$17,790.24 \$233.00 \$1,123.20 \$602.88 \$1,123.20 \$13.00 \$218.29 \$1,499.00	6323 6323 6323 6323 6323 6323	Equip Replacement We Equip Replacement Ne Equip Replacement Ne Director, Nursing Equip Replacement We Equip Replacement We Economic Development Economic Development	Minor Equipment Minor Equipment Minor Equipment Minor Equipment Minor Equipment Minor Equipment
IMT Insurance	5955 15	\$52,354.09	\$42,691.11 \$9,596.88 \$66.10	6269	IMT Insur Comp Train IMT Insur Comp Job S IMT Insur Comp On Th	Other Company Servic
Iowa Central Community Co	595523	\$9,493.42	\$6,933.68 \$2,559.74	6951 6952	Iowa Adv Manufacturi Iowa Adv Manufacturi	
Iowa Developmental Disabi	595 524	\$2,789.00	\$2,789.00	6269	Continuing Ed, Healt	Other Company Servic
JourneyEd.com Inc	595534	\$344,212.86	\$326,278.86 \$17,934.00		Non Tort Equip Maint Non Tort Equip Maint	
Karl Chevrolet	5955 36	\$48,164.00	\$48,164.00	7400	Grounds	Vehicles
Laser Resources	595548	\$3,995.00	\$3,995.00	6265	Non Tort Equip Maint	Software Service Agr
Lauridsen Group Inc	595549	\$97,927.39	\$97,927.39	6269	Lauridsen Group-Trai	Other Company Servic

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I TOWN OF WALL	CHECK		TRANSACTION			_
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE

Lincoln National Life Ins	595554	\$63,511.27	\$6,204.66	2256	Payroll Office	ST Disability - B In
			\$20,359.66	2253	Payroll Office	Basic Life Insurance
			\$8,970.25	2257	Payroll Office	Emp Opt Life Ins Pay
			\$16,189.98	2254	Payroll Office	Long Term Disability
			\$7,183.22	2255	Payroll Office	ST Disability - A In
			\$1,511.30	2259	Payroll Office	Dep Supp Life Ins Pa
			\$3,092.20	2258	Payroll Office	Spouse Opt Life Ins
Measured Intentions	59 5 562	\$8,753.20	\$8,753.20	6015	Quality Assurance Tr	Consultant's Fees
Microsoft	595566	\$48,239.55	\$48,239.55	6323	Boone Expansion	Minor Equipment
Mittera Group	595578	\$4,651.04	\$1,344.00	6120	WTED-General Exp	Printing/Reproductio
			\$2,264.00	6120	Work-Based Learning	Printing/Reproductio
			\$1,043.04	6230	Work-Based Learning	Postage and Expediti
Multivista	595581	\$3,150.00	\$2,050.00	6019	Student Center Proje	Prof Svcs-Individual
			\$250.00	6019	Boone Expansion	Prof Svcs-Individual
			\$850.00	6019	Building 7 Expansion	Prof Svcs-Individual
Olympus America Inc	59 5 591	\$4,647.84	\$4,647.84	6323	Equip Replacement He	Minor Equipment
Purcell Printing and Grap	595605	\$6,699.58	\$153.38	6322		
			\$64.00	6322		Materials & Supplies
			\$712.00	6120	Recreation	Printing/Reproductio
			\$4,348.33	6120	ICI Booklet	Printing/Reproductio
•			\$54.00	6322		
			\$64.00	6322	Office of Dean, Scie	
			\$54.00	6322	Jasper County Career	
			\$108.00			Materials & Supplies
			\$226.00	6322	PACE Program 260H	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	595605	\$6,699.58	\$54.00	632 2	Student Services	Materials & Supplies
			\$781.99	6120	Recruiting-Program D	Printing/Reproductio
			\$79.88	6120	Office of the Presid	Printing/Reproductio
Quick Fuel	595607	\$4,221.84	\$2,018.13	6420	Transportation Insti	Vehicle Materials an
			\$2,203.71	6420	Transportation Insti	Vehicle Materials an
Redfield Feed & Supply	595609	\$2,708.07	\$59.00	6322	Dallas County Farm O	Materials & Supplies
			\$406.20	6322	Dallas County Farm O	Materials & Supplies
			\$407.00	6322	Dallas County Farm O	Materials & Supplies
			\$218.10	6322	Dallas County Farm O	Materials & Supplies
			\$95.00	6322	Dallas County Farm O	Materials & Supplies
			\$1,522.77	6322	Dallas County Farm O	Materials & Supplies
Reynolds & Reynolds Inc	595611	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Securitas Security Servic	5 9562 0	\$38,064.80	\$21,485.97	6261	Non Tort Security In	
	•		\$16,222.21	6261	Non Tort Security In	
			\$356.62	6261	Non Tort Security In	Contracted Security
Shive Hattery Inc	595622	\$7,573.60	\$7,573.60	6012	Building 7 Expansion	Architect's Fees
Solarwinds	595633	\$18,000.00	\$18,000.00	6265	Technical Update Equ	Software Service Agr
Storey Kenworthy	595641	\$14,780.67	\$39.25	6322	Warren County Career	Materials & Supplies
			\$179.76	6322	English Literacy-Sou	
			\$8.45	632 2	Iowa Adv Manufacturi	
			\$128.38	6322		Materials & Supplies
			\$874.98	6322	Evelyn Davis Center	
			\$39.51	6322	Testing Center Urban	
			\$89.97	6322	Recruiting-Program D	Materials & Supplies
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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	TMUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	595641	\$14,780.67	\$69.08	632 2	PACE Program 260H	Materials & Supplies
			\$61.72	6322	Faculty Development	Materials & Supplies
			\$109.20	6322	DMACC Suicide Preven	Materials & Supplies
			\$76.28	6322	Continuing Ed, Manuf	Materials & Supplies
			\$99.08	6322	Office of the Dir, P	Materials & Supplies
			\$23.84	63 2 2	Office of Dir, Purch	Materials & Supplies
			\$274.85	6322	Office of Controller	Materials & Supplies
			\$243.12	6322	Office of Exec Dir,	Materials & Supplies
			\$160.47	6322	WLAN Support	Materials & Supplies
			\$251.84	6322	Office of Dir, Marke	Materials & Supplies
			\$324.00	6322	Program Development	Materials & Supplies
			\$54.5 2	6322	Office of Exec Dean,	Macerials & Supplies
			, \$21.80	6322	Library	Materials & Supplies
•			\$50.00	6322	Enrollment Managemen	Materials & Supplies
			\$183.70	6322	Veterinary Techician	Marerials & Supplies
			\$97.68	63 22	Evening & Weekend	Materials & Supplies
			\$ 86. 6 9	632 2	Practical Nursing	Materials & Supplies
			\$53.20	6322	Special Needs	Materials & Supplies
			\$157.40	6322	Softskills Training	Materials & Supplies
			\$219.84	6322	Information Systems	Materials & Supplies
			\$558.69	6322	On-site Wastewater T	Materials & Supplies
			\$1.89	6322	Certified Nursing As	Materials & Supplies
			\$30.63	6322	Gateway to College	Materials & Supplies
			\$7.72	6322	Judicial Office	Materials & Supplies
			\$162.16	6322	IES-Des Moines	Materials & Supplies
			\$6.86	6322	Optometric/Ophthalmi	Materials & Supplies
			\$329.82	6322	Jasper County Career	
			\$55.39	6322	Graphic Design	Materials & Supplies
			\$25.39	632 2	Aging Services Admin	
			\$181.42	632 2	Perry Operations	Materials & Supplies
			\$12.60	6322	Continuing Ed, Trade	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
	,	-, 				
Storey Kenworthy	595641	\$14,780.67	\$186.50	6322	Ames High School	Materials & Supplies
			\$17.20	6322	Culinary Arts	Materials & Supplies
			\$361.90	6322	GED Testing	Materials & Supplies
			\$26.52	6322	Organization & Opera	
			\$21.66	6322	Dental Hygiene	Materials & Supplies
			\$43.42	6322	Corrections-Newton	Materials & Supplies
			\$231.68	6322	Corrections-Mitchell	Materials & Supplies
			\$81.08	6322	Office of Exec Dir,	Materials & Supplies
			\$55.16	6322	Continuing Ed, Drink	Materials & Supplies
			\$219.83	6322	Practical Nursing	Materials & Supplies
			\$90.32	-6322	Dental Assistant	Materials & Supplies
			\$73.86	6322	Dental Hygiene	Materials & Supplies
			\$216.39	6322	Medical Assistant	Materials & Supplies
			\$187.18	6322	Dean, Business & Inf	Materials & Supplies
			\$1,686.45	6322	Business Administrat	Materials & Supplies
			\$499.53	6322	Management	Materials & Supplies
			\$933.50	6322	Marketing	Materials & Supplies
			\$257.99	6322	Office of Dean, Scie	Materials & Supplies
			\$66.90	6322	Office of Sr VP, Aca	Materials & Supplies
			\$253.07	6322	Office of Dean, Indu	Materials & Supplies
			\$171.30	6322	Transportation Insti	Materials & Supplies
			\$39.44	6322	Heating/AC/Refrig Te	Materials & Supplies
			\$83.33	6322	Auto Service	Materials & Supplies
			\$149.61	6322	Agri Business	Materials & Supplies
			\$953.87	6322	Office of Dean, Heal	Materials & Supplies
			\$25.52	6322	Student Records/Serv	Materials & Supplies
			\$9.87	6322	Admissions/Registrat	Materials & Supplies
			\$287.48	6322	Credentials	Materials & Supplies
			\$75.32	6322	Graduation	Materials & Supplies
			\$352.60	6322	Office of Dir, Stude	Materials & Supplies
			\$100.02	6322	Student Services	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT		NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy .	595641	\$14,780.67	\$67.04	6322	Practical Nursing	Materials & Supplies
			\$98.66	6322	Office of Exec Dean,	Materials & Supplies
			\$7.92	6322	Library	Materials & Supplies
			\$9.50	6322	Social/Behavioral Sc	Materials & Supplies
			\$187.38	6322	Office of Exec Dean,	Materials & Supplies
			\$106.25	6322	Office of Exec Dean,	Materials & Supplies
			\$986.73	6322	Arts and Sciences	Materials & Supplies
			\$405.67	6322	Other General Instit	Materials & Supplies
Studio Iowa LLC	595643	\$7,186.00	\$5,595.00	6019	Office of Dir, Marke	Prof Svcs-Individual
			\$1,591.00	6015	Office of Exec Dir,	Consultant's Fees
Sysco Food Services of Io	595644	\$2,723.90	\$574.89	6322	Culinary Arts	Materials & Supplies
			\$328.86		Hospitality Careers	Gourmet Dinners
			-\$47.19		Bistro	College Inn
			\$188.76	6519	Bistro	College Inn
			\$174.14	6519	Bistro	College Inn
			\$79.56		Hospitality Careers	
			\$642.11	6322	Culinary Arts	Materials & Supplies
			\$209.70		Culinary Arts	Materials & Supplies
			\$382.16		Culinary Arts	Materials & Supplies
			\$190.91	6518	Hospitality Careers	Gourmet Dinners
University Enterprises In	595649	\$5,145.00	\$5,145.00	6322	On-site Wastewater T	Materials & Supplies
US Postal Service	595651	\$2,500.00	\$2,500.00	6230	Office of Dir, Marke	Postage and Expediti
Visualzen Inc	595656	\$6,495.00	\$6,495.00	6265	Non Tort Equip Maint	Software Service Agr
Wex Bank	595661	\$10,080.80	\$90.42		Office of Dir, Marke	
			\$1,053.88	6420	Program Development	Vehicle Materials an

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	CHECK	•	TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
We x Bank	595661	\$10,080.80	\$1,311.73	6420	Vehicle Pool	Vehicle Materials an
NOTE DUILL	333001	Q10,000.00	\$56.99	6420	Campus Communication	
			\$117.96	6420	WLAN Support	Vehicle Materials an
			\$37.44	6420	Physical Plant Opera	
			\$228.01	6420	Physical Plant Opera	
			\$122.34	6420	Physical Plant Opera	Vehicle Materials an
			\$947.87	6420	Physical Plant Opera	
			\$331.66	6420	Physical Plant Opera	
			\$1,349.81	6420	Mechanical Maintenan	
			\$27.11	6420	Transportation	Vehicle Materials an
			\$70.65	6420	Mail Service	Vehicle Materials an
			\$231.72	6420	Office of the Dir, P	Vehicle Materials an
			\$336. 89	6420	Non Tort Security In	Vehicle Materials an
			\$635.78	6420	Non Tort Security In	Vehicle Materials an
			\$1,703.39	6420	Grounds	Vehicle Materials an
			\$296.64	6420	Plant Operations - S	Vehicle Materials an
	•		\$120.79	642.0	Warren County Career	Vehicle Materials an
			\$39.36	6420	Office of Exec Dean,	Vehicle Materials an
			\$467.16	6420	Office of Exec Dean,	Vehicle Materials an
			\$44.21	6420	Agri Busin es s	Vehicle Materials an
			\$91.31	6420	Building Trades	Vehicle Materials an
			\$88.80	6420	Transportation Insti	Vehicle Materials an
			\$55.42	6420	Occupational Safety	Vehicle Materials an
			\$38.45	6420	Economic Development	Vehicle Materials an
			\$185.01	6420	Mortuary Science Pro	Vehicle Materials an
Wolin Electric	595664	\$14,163.53	\$795.25	6269	Board Room Updates	Other Company Servic
HOTTI DECOREC	3,5004	Q11,100.00	\$4,998.28	6090	Ankeny Dept Moves-Bl	
	•		\$8,370.00		Technical Update Equ	Other Company Servic
Your Clear Next Step LLC	5956 6 6	\$8,245.00	\$2,250.00	6015	Softskills Training	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Your Clear Next Step LLC	59 5 666	\$8,245.00	\$540.00	60 15	Softskills Training	Consultant's Fees
<u>-</u>		• •	\$1,215.00			Consultant's Fees
			\$1,000.00		Softskills Training	Consultant's Fees
			\$3,240.00		Softskills Training	Consultant's Fees
ABC Garage Door	59570 7	\$3,500.00	\$3,500.00	6090	Buildings Equipment	Maintenance/Repair o
ABC Virtual Communication	595709	\$4,205.00	\$335.00	6269	Office of Exec Dir,	Other Company Servic
			\$335.00	6269	Office of Exec Dir,	Other Company Servic
		•	\$1,750.00	6324	Economic Development	Computer Software
			\$1,785.00	6324	Economic Development	Computer Software
Accumold Corporation	595711	\$24,629.17	\$9,342.08		Accu-Mold Proj#7 Job	
			\$15,287.09	6269	Accu-Mold Proj #6 Jo	Other Company Servic
Airgas North Central	5 957 14	\$5,019.41	\$50.30	6322	Welding	Materials & Supplies
_			\$7.50	6322	Welding	Materials & Supplies
•			\$2,513.25	6322	WTED - Welding	Materials & Supplies
		•	\$117.55	6322	Welding	Materials & Supplies
			\$714.13	632 2	Welding	Materials & Supplies
			\$88.54	6322	Welding	Materials & Supplies
			\$22.45		Welding	Materials & Supplies
			\$322.76		Welding	Materials & Supplies
			\$92.85	6322	Welding	Materials & Supplies
			\$98.83		Welding	Materials & Supplies
		,	\$122.92		Welding	Materials & Supplies
			\$183.69		Welding	Materials & Supplies
			\$57.04	6322	Welding	Materials & Supplies
			\$627.60	6322	Welding	Materials & Supplies
Alliance Connect	595718	\$7,010.29	\$7,010.29	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Allied Construction Servi	595720	\$28,500.00	\$28,500.00	7600	Student Center Proje	Buildings and Fixed
Ames Chamber of Commerce	59 57 23	\$12, 0 00.00	\$12,000.00	6269	Office of Sr VP, Aca	Other Company Servic
Ames Municipal Utilities	5 95 724	\$5,462.56	\$5,462.56	6190	Utilities	Utilities [*]
Arnold Motor Supply	595726	\$3,221.01	\$10.99 \$174.40 \$146.00 \$222.31 \$23.84 \$103.31 \$43.95 \$3.55 \$168.17 \$75.12 \$60.90 \$2.13 \$15.00 \$292.26 \$23.98 \$274.12 \$20.78 \$121.04 \$35.28 \$51.32 \$5.62 \$65.75 \$50.53 \$4.89	6511 6511 6511 6511 6511 6511 6511	Warren County Career Continuing Ed, Manuf Auto Mechanics	Purchases for Resale
			\$86.36		Auto Mechanics	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
	L					
Arnold Motor Supply	595 72 6	\$3,221.01	\$34.41	6511	Auto Mechanics	Purchases for Resale
			-\$195.84	6511	Auto Mechanics	Purchases for Resale
			-\$20.58	6511	Auto Mechanics	Purchases for Resale
			-\$15.00	6511	Auto Mechanics	Purchases for Resale
			-\$77.27	6511	Auto Mechanics	Purchases for Resale
			-\$4.42	6511	Auto Mechanics	Purchases for Resale
			\$7.49	6511	Auto Mechanics	Purchases for Resale
			\$55.72	6511	Auto Mechanics	Purchases for Resale
			\$73.03	6511	Auto Mechanics	Purchases for Resale
			\$685.20	6511	Auto Mechanics	Purchases for Resale
			\$1.77	6511	Auto Mechanics	Purchases for Resale
		,	\$97.44	6511	Auto Mechanics	Purchases for Resale
			\$341.15	6511	Auto Mechanics	Purchases for Resale
			\$62.32	6322	Story County Academy	Materials & Supplies
			\$45.96	6322	Heavy Diesel Equipme	Materials & Supplies
			\$3.09	6322	Building Rental for	Materials & Supplies
			\$44.94	6322	Story County Academy	Materials & Supplies
ASCAP	5 957 27	\$3,559.15	\$3,559.15	6269	Organization & Opera	Other Company Servic
Aspen Waste Systems of Io	595728	\$3,804.00	\$220.00	6030	Plant Operations - S	Custodial Services
			\$110.00	6030	FFA Enrichment Cente	Custodial Services
			\$91.00	6030	Custodial	Custodial Services
			\$2,537.00	6030	Custodial	Custodial Services
			\$445.00	6030	Custodial	Custodial Services
			\$90.00	6030	Physical Plant Opera	
			\$23.00	6030	Custodial	Custodial Services
			\$125.00	6030	FFA Enrichment Cente	
			\$33.00	6030		
			\$40.00	6030	Plant Operations - E	
			\$90.00	6030	Cap Med Bldg-Common	Custodial Services

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Auto-Jet Muffler	595732	\$15,285.00	\$15,285.00	6269	Auto-Jet Muffler-Job	Other Company Servic
Baker Group Corp.	595736	\$6,308.76	\$6,308.76	6269	Baker Group Proj #2	Other Company Servic
Baxter Construction	595738	\$445,807.58	\$359,164.30		Building 7 Expansion	
			\$86,643.28	7600	Building 7 Expansion	Buildings and Fixed
BMI Broadcast Music Inc	595745	\$3,376.10	\$3,376.10	6269	Organization & Opera	Other Company Servic
Brockway Mechanical & Roo	595749	\$32,775.00	\$32,775.00	7600	Student Center Proje	Buildings and Fixed
Buse, Marie A.	595 7 56	\$3,300.00	\$3,300.00	6323	Equipment Replacemen	Minor Equipment
CASAS	595766	\$2,515.00	\$1,257.50	6460	Adult Literacy-South	Other Materials and
			\$1,257.50	6460	English Literacy-Sou	Other Materials and
Cellebrite USA Corp	595768	\$4,364.49	\$4,364.49	6265	Non Tort Equip Maint	Software Service Agr
CenturyLink	595769	\$5,194.38	\$507.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$92.04	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$147.28	6150	Campus Communication	Communications
			\$43.94	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	TMUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
CenturyLink	595769	\$5,194.38	\$600.00	6150	Campus Communication	Communications
CIT Charters Inc	5 95773	\$2,560.50	\$775.00	6420	Office of Exec Dean,	
			\$1,785.50	6420	Office of Exec Dean,	Vehicle Materials an
CLE Inc	595775	\$3,294.20	\$3,294.20	6322	DMACC Small Business	Materials & Supplies
				_		
Competitive Edge	595781	\$2,837. 7 0	\$219.00	6120	International Studen	
			\$2,325.00	6322	Honors Program	Materials & Supplies
			\$293.70	6120	International Studen	Printing/Reproductio
Country Landscapes Inc	595786	\$4,417.50	\$4,417.50	7600	Student Center Proje	Buildings and Fixed
Cunningham Inc	595792	\$484,898.05	\$358,549.00	7600	Student Center Proje	Buildings and Fixed
			\$126,349.05	7600	Student Center Proje	Buildings and Fixed
DeVries Electric Inc.	595803	\$73,131.95	\$73,131.95	7600	Student Center Proje	Buildings and Fixed
Education to Go	595812	\$2,822.25	\$2,730.00	6269	Continuing Ed, On Li	Other Company Servic
nadacación co do	373012	YZ, UZZ.ZJ	\$92.25		Continuing Ed, On Li	
			472.23	0203	concinuing ba, on bi	oction company portion
Elder Corporation	595814	\$348,251.45	\$348,251.45	7600	Student Center Proje	Buildings and Fixed
Elite Glass & Metal LLC	5 9 5815	\$155,652.70	\$155,652.70	7600	Student Center Proje	Buildings and Fixed
FBG Service Corporation	595822	\$8,462.00	\$1,480.00	6030	Plant Operations - E	Custodial Services
<u>-</u>			\$6,982.00	6030	Physical Plant Opera	Custodial Services
Fisher Scientific dba The	595826	\$5,824.11	\$4,864.80	6323	Equip Replacement Sc	Minor Equipment
		• •	\$366.39	6322		
		•	\$455.60	6322	Mathematics & Scienc	Materials & Supplies
			•			

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Fisher Scientific dba The	595826		\$137.32	6222	Mathematics & Scienc	Materials & Supplies
Fisher Sciencific and the	273040	\$5,624.11	\$137.32	6344	Mathematics & Science	Materials & Supplies
Gap Technologies	5 95 831	\$13,927.00	\$13,927.00	6265	Non Tort Equip Maint	Software Service Agr
Haila Architecture Struct	595839	\$10,054.70	\$10,054.70	6012	Boone Expansion	Architect's Fees
Harold Pike Construction	595842	\$202,747.10	\$202,747.10	6090	Boone Expansion	Maintenance/Repair o
Heartland Area Education	595846	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Flagpoles and F	5 95 848	\$11,300.00	\$11,300.00	6377	Buildings Equipment	Materials/Supplies f
Hewlett Packard	595852	\$2,868.52	\$159.00 \$298.00	6323 6322	Office of VP, Info S Culinary Expansion-T	Materials & Supplies
			\$2,411.52	6323	Technical Update Equ	Minor Equipment
Huston Millwork	5 95 858	\$24,714.14	\$197.27	62 69	Huston Millwork #2-T	Other Company Servic
		, ,	\$24,516.87		Huston Millwork #2-J	Other Company Servic
Iowa Communications Netwo	595865	\$15,012.70	\$20.83	6150	Campus Communication	Communications
			\$14.76	6150	Campus Communication	Communications
			\$879.03	6150	Campus Communication	Communications
			\$0.04	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$90.04	6150	Campus Communication	Communications
			\$6,710.29	6150	Campus Communication	Communications
			\$7,268.86	6150	Campus Communication	Communications
			\$26.70	6150	Campus Communication	Communications
Iowa Corn Processors	595866	\$21,250.00	\$21,250.00	6269	Iowa Corn Process Jo	Other Company Servic
Iowa DOT	59 5 867	\$4,052.32	\$4,052.32	6322	Civil Engineering Te	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
IPJ Media, L.L.C.	595870	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
James Mardock	595872	\$3,905.50	\$3,905.50	6015	Buildings Equipment	Consultant's Fees
JE Dunn	595873	\$193,875.79	\$193,875.79	7600	Student Center Proje	Buildings and Fixed
Jeff MacTaggart Masonary	595874	\$202,550.45	\$202,550.45	7600	Student Center Proje	Buildings and Fixed
KCCI TV	5958 8 0	\$4,000.00	\$500.00 \$3,500.0 0		Office of Dir, Marke Office of Dir, Marke	
Kirkwood Community Colleg	595883	\$40,275.32	\$33,337.66 \$6,937.66		IA Comm College Athl IA Comm College Athl	
Loffredo Fresh Produce Co	595892	\$5,313.55	\$517.86 \$4,765.00 -\$9.48 \$40.17	6321 6321	Bistro Equip Replacement Sc Culinary Arts Bistro	College Inn Food Food College Inn
MidAmerican Energy Co	595907	\$7,511. 2 5	\$43.55 \$10.84 \$6,581.46 \$853.90 \$21.50	6190 6190	Plant Operations - E Dallas County Farm O Plant Operations - E Utilities Plant Operations-Cap	Utilities Utilities Utilities
Midwest Office Technology	595909	\$10,258.43	\$6,007.79 \$4,250.64	63 2 2 6060	WLAN Support Non Tort Equip Maint	Materials & Supplies Maintenance/Repair o
Muhlbauer, Heath	595915	\$38,048.29	\$38,048.29	6511	Dallas County Farm O	Purchases for Resale
NAI Electrical Contractor	595916	\$15,550.00	\$1,828.00	6060	Mechanical Maintenan	Maintenance/Repair o

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
NAI Electrical Contractor	595916	\$15 ,550.00	\$3,567.00 \$3,724.00 \$2,864.00 \$3,567.00	6060 6060 6060	Mechanical Maintenan Mechanical Maintenan Mechanical Maintenan Mechanical Maintenan	Maintenance/Repair o Maintenance/Repair o
Nelnet Business Solutions	595920	\$2,950.17	\$2, 9 50.17	62 69	Office of Controller	Other Company Servic
Neumann Brothers Inc	595922	\$361,612.23	\$361,612.23	7600	Student Center Proje	Buildings and Fixed
Old School Renovation	5 95928	\$11,080.00	\$1,080.00 \$10,000.00	6100 6100	Buildings Equipment Buildings Equipment	Maintenance of Groun Maintenance of Groun
Reserve Account	595951	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Sande Construction & Supp	595 953	\$465,651.62	\$42,551.62 \$423,100.00	7600 76 0 0	Student Center Proje Student Center Proje	
SAS Institute World Headq	595956	\$27,100.00	\$6,850.00 \$20,250.00		Office Exec Dir, Ins Office Exec Dir, Ins	
Scantron Corp	595957	\$6,384.46	\$3,169.46 \$3,215.00	6511 6323	Office of Dir, Purch Equip Replacement We	
Shive Hattery Inc	595961	\$24,993.50	\$5,296.80 \$19,696.70	6012 6012	Buildings Equipment Building 7 Expansion	Architect's Fees Architect's Fees
Siemens Industry Inc	595962	\$12,651.50	\$12,651.5 0	6060	Mechanical Maintenan	Maintenance/Repair o
Snap On Industrial	595965	\$18,265.36	\$3,414.94 \$2,987.97 \$2,528.70	1550 1550 1550	Office of Controller Office of Controller Office of Controller	Prepaid Expenses

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VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Snap On Industrial	595965	\$18,265.36	\$4,182.47	1550	Office of Controller	Prepaid Expenses
			\$3,306.13	1550	Office of Controller	Prepaid Expenses
			\$1,845.15	1550	Office of Controller	Prepaid Expenses
Spindustry Systems	595970	\$21,250.00	\$21,250.00	6269	Spin Sys Inc #3 Job	Other Company Servic
State of Iowa Department	595974	\$4,590.00	\$4,590.00	6269	Continuing Ed, 2 Day	Other Company Servic
_						
State Steel Supply Co	59 5 975	\$2,784.45	\$894.50	6322	Welding	Materials & Supplies
			\$132.20	6322	Welding	Materials & Supplies
			\$409.85	6322	Welding	Materials & Supplies
			\$54.40	6322	WTED - Welding	Materials & Supplies
			\$1,293.50	6322	Welding	Materials & Supplies
Stone Printing Company	595977	\$3,202.44	\$3,045.74	6460	Equipment Replacemen	Other Materials and
			\$12.36	6322	Office of Exec Dean,	Materials & Supplies
			\$11.96	6322	Office of Exec Dean,	Materials & Supplies
			\$38.98	6322	Office of Exec Dean,	Materials & Supplies
			\$17.50	6322	Office of Exec Dean,	Materials & Supplies
			\$9.60	6322	Office of Exec Dean,	Materials & Supplies
			\$ 66.30	6322	Office of Exec Dean,	Materials & Supplies
Studio Iowa LLC	595981	\$7,710.00	\$7,710.00	6269	DMACC Small Business	Other Company Servic
Summit Fire Protection	595 98 2	\$11,340.62	\$11,340.62	7600	Student Center Proje	Buildings and Fixed
Symetra Financial	595987	\$3,676.87	\$1,907.36	6269	Symetra Life Insuran	Other Company Servic
<u> </u>			\$1,769.51		Symetra Life Insuran	Other Company Servic
Thriving Families Counsel	595990	\$4,057.20	\$4,057.20	6269	Noncustodial Parent	Other Company Servic
Urban Dreams	596001	\$14,919.10	\$14,919.10	6269	Gateway to College	Other Company Servic

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MENDOD NAME	CHECK		TRANSACTION			
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
US Erectors Inc	596002	\$959,542.45	\$214,776.89	7600	Student Center Proje	Buildings and Fixed
			\$744,765.56	7600	Student Center Proje	
Weitz Company	596008	\$29,247.00	\$5,992.00	6090	Ankeny Dept Moves-Bl	_
			\$9,893.00	6090	Ankeny Dept Moves-Bl	-
			\$2,047.00	6 0 90	Ankeny Dept Moves-Bl	
			\$1,130.00	6090	Ankeny Dept Moves-Bl	
			\$1,293.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
			\$8,892.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
Weldsale LLC	596009	\$6,047.75	\$6,047.75	6323	WTED - Welding	Minor Equipment
Wolin Electric	596024	\$44,119.90	\$44,119.90	60,90	Student Center Proje	Maintenance/Repair o
Workman, William S.	596025	\$3,500.00	\$3,500.00	6019	WTED-General Exp	Prof Svcs-Individual
Xerox Corp	596026	\$6,892.03	\$372.66	6322	Duplicating Services	Materials & Supplies
			\$50.00	606 0	Non Tort Equip Maint	Maintenance/Repair o
			\$761.68	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$824.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$427.76	6220	Duplicating Services	Rental of Equipment
			\$176.13	6220	Duplicating Services	Rental of Equipment
			\$51 8.50	6220	Duplicating Services	Rental of Equipment
			\$428.32	6220	Duplicating Services	Rental of Equipment
		-	\$580.85	6220	Duplicating Services	
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
			\$271.83	6220	Duplicating Services	
			\$858.93	6322	Duplicating Services	Materials & Supplies
			\$329.64	6322	Duplicating Services	Materials & Supplies

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List of checks over \$2,500.00

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
Xerox Corp	596026	\$6,892.03	\$229.95	6322	Duplicating Services	Materials & Supplies
Your Clear Next Step LLC	596028	\$2,823.75	\$573.75	6015	Softskills Training	Consultant's Fees
			\$2,250.00	6015	Softskills Training	Consultant's Fees
Nelson Development 10 LLC	596042	\$8,6 81. 53	\$379.94	6210	Workforce Services	Rental of Buildings
			\$47.90	6030	Workforce Services	Custodial Services
			\$7,652.06	6210	IES-Des Moines	Rental of Buildings
			\$601.63	6030	IES-Des Moines	Custodial Services
Southwestern Community Co	596049	\$2,812.95	\$2,812.95	6266	WIA-Adult	Stipends/Allowances
University of Iowa	596055	\$3,577.50	\$3,577.50	6266	WIA-Dislocated Worke	Stipends/Allowances
DMACC HEA	596078	\$7,594.42	\$7,594.42	2272	Payroll Office	DMACC/HEA Dues Payab
A Tec Recycling Inc	596094	\$5,220.00	\$4,350.00	6269	A-TEC Recycling, Inc	Other Company Servic
			\$870.00	6269	A-TEC Recycling, Inc	Other Company Servic
Airgas North Central	5 96 096	\$4,819.59	\$175.10	6322	WTED - Welding	Materials & Supplies
			\$204.83	6322	WTED - Welding	Materials & Supplies
			\$51.70			Materials & Supplies
			\$686.41			
			\$2 5. 2 8		Jasper County Career	
			\$45.73		Perry Operations	Materials & Supplies
	•		\$13.47		Auto Service	Materials & Supplies
			\$315.39		_	Materials & Supplies
			\$61.76		Welding	Materials & Supplies
			\$214.56			Materials & Supplies
			\$244.43			Materials & Supplies
			\$251.76	6322	Jasper County Career	Materials & Supplies

Des Moines Area Comm College

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List of checks over \$2,500.00

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	TRANSACTION	ACCOUNT		
CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
\$4,819.59	\$48.30	6322	Jasper County Career	Materials & Supplies
	\$552.02	6322	Jasper County Career	Materials & Supplies
	\$161.94	6322	Jasper County Career	Materials & Supplies
	\$16.47	6322	Jasper County Career	Materials & Supplies
	\$160.98	6322	Jasper County Career	Materials & Supplies
	\$160.98	6322	Jasper County Career	Materials & Supplies
	\$4.90	6322	Jasper County Career	Materials & Supplies
	\$58.96	6322	Jasper County Career	Materials & Supplies
	\$70.66	6322	Welding	Materials & Supplies
	\$1,293.96	6322	Welding	Materials & Supplies
\$2 868 14	\$436 04	6015	Building 7 Expansion	Consultant's Fees
Q2,000.11			_ _	
			_	Consultant's Fees
		6015	-	Consultant's Fees
			•	
\$68,149.82	\$22,746.82	6269	Walter G Anderson #2	_ <u>-</u>
	\$45,403.00	6269	Walter G Anderson #2	Other Company Servic
\$44,060.00	\$3 50.00	6269	NLN Testing	Other Company Servic
		6269	NLN Testing	Other Company Servic
		626 9	NLN Testing	Other Company Servic
	\$4,853.00	6269	NLN Testing	Other Company Servic
	\$12,229.50	6269	NLN Testing	Other Company Servic
	\$6,963.00	6269	NLN Testing	Other Company Servic
			NLN Testing	Other Company Servic
	\$1,050.00	6269	NLN Testing	Other Company Servic
			NLN Testing	Other Company Servic
			NLN Testing	Other Company Servic
	\$924.00	6269	NLN Testing	Other Company Servic
	\$650.00	6269	NLN Testing	Other Company Servic
	\$4,819.59 \$2,868.14 \$68,149.82	\$4,819.59 \$48.30 \$552.02 \$161.94 \$16.47 \$160.98 \$160.98 \$4.90 \$58.96 \$70.66 \$1,293.96 \$2,868.14 \$436.04 \$649.04 \$572.04 \$1,211.02 \$68,149.82 \$22,746.82 \$45,403.00 \$850.00 \$850.00 \$8,284.50 \$4,853.00 \$12,229.50 \$6,963.00 \$1,200.00 \$1,050.00 \$1,050.00 \$1,050.00 \$1,050.00 \$1,386.00 \$924.00	\$4,819.59 \$48.30 6322 \$552.02 6322 \$161.94 6322 \$160.98 6322 \$160.98 6322 \$160.98 6322 \$160.98 6322 \$2.00.66 6322 \$2.00.00 6269	## CHECK AMOUNT NUMBER INDEX TITLE \$4,819.59

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Assessment Technologies I	596108	\$44,060.00	\$700.00	6269	NLN Testing	Other Company Servic
AVI Systems	596113	\$10,181.50	\$10,181.50	6323	Culinary Expansion-T	Minor Equipment
Baker and Taylor Books	596116	\$3,415.39	\$1,163.26 \$43.41 \$2,208.72	6310 6310 6310	Equip Replacement Li Equip Replacement Li Equip Replacement Li	Library Books/Electr
Boone County Auditor	596124	\$2,959.66	\$2,959.66	6020	Board of Directors	Election Costs
BSN S ports	596128	\$4,444.80	\$1,090.88 \$2,143.75 \$1,210.17	6322 6322 6322	Women's Basketball Men's Basketball Womens' Basketball B	Materials & Supplies Materials & Supplies Materials & Supplies
Buckman Laboratories Inc	596129	\$6,894.36	\$6,894.36	6377	Mechanical Maintenan	Materials/Supplies f
Cenergistic Inc	596138	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
CIT Charters Inc	596141	\$8,447.69	\$2,455.09 \$1,436.25 \$826.05 \$1,432.20 \$1,499.00 \$799.10	6420 6420 6420 6420	Office of Exec Dean,	Vehicle Materials an Vehicle Materials an Vehicle Materials an
CollegeWeekLive INC	596143	\$7,500.00	\$7,500.00	6269	WTED-Information Tec	Other Company Servic
Delegard Tool Co	596151	\$9,450.00	\$9,450.00	6323	Equip Replacement In	Minor Equipment
DMACC Boone Campus Checki	596156	\$12,098.40	\$650.00 \$100.00		Baseball Men's Basketball Spe	Travel-Out of State Other Current Expens

Des Moines Area Comm College

List of checks over \$2,500.00

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Boone Campus Checki	59 6 156	\$12,098.40	\$750.00	6480	Baseball	Travel-In State
			\$5,170.00	6267	Volleyball	Athletic Officials
			\$495.00	6930	Women's Cross Countr	Other Current Expens
			\$1,885.00	6930	Men's Golf	Other Current Expens
			\$85.00	6040	Men's Basketball	Memberships
			\$100.00	6930	Men's Basketball	Other Current Expens
			\$230.00	6480	Men's Golf	Travel-In State
			\$41.00	6930	Boone Athletic Depar	Other Current Expens
			\$392.40	6930	Booster Club	Other Current Expens
	-		\$600.00	6267	Softball	Athletic Officials
Eagle Technologies	596161	\$7,500.00	\$6,870.08	6323	Technical Update Equ	Minor Equipment
· •		4.,	\$629.92	6265	Non Tort Equip Maint	
Elite Glass & Metal LLC	596164	\$2,990.00	\$2,990.00	6090	Buildings Equipment	Maintenance/Repair o
Embassy Suites	596165	\$25,067.61	\$25,067.61	6240	Iowa DECA	Group Meeting/Worksh
FHEG Ankeny Bookstore #10	596168	\$98,172.56	\$5.64	6322	High School Completi	Materials & Supplies
			\$4.49	6322	Mathematics & Scienc	Materials & Supplies
			\$7.15	6322	Mechanical Maintenan	Materials & Supplies
			-\$3,769.40	4027	Budgeted Revenue	Tuition Waived
			\$2,491.00	6322	Program Development	Materials & Supplies
			\$119.41	6322	Office of Exec Dean,	Materials & Supplies
			\$9 .9 8	6322	Library	Materials & Supplies
			\$320.73	6322	Gateway to College	Materials & Supplies
			\$173.75	6322	Aging Services Admin	Materials & Supplies
			\$1.99	6322	Student Activities	Materials & Supplies
			\$31.25	6322		Materials & Supplies
			\$204.00	6322	Equipment Replacemen	
			\$245.75	6322	Dean, Business & Inf	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
	-					
FHEG Ankeny Bookstore #10	59 616 8	\$98,172.56	\$11.98	6322	Office of Dean, Scie	Mat er ials & Supplies
			\$31.84	6322	International Week	Materials & Supplies
			\$61.50	6322	Jasper County Career	Materials & Supplies
			\$121.24	6322	Graphic Design	Materials & Supplies
			\$28.46	6322	Womens' Basketball B	Materials & Supplies
			\$363.00	6322	Workforce Developmen	Materials & Supplies
			\$38.25	6322	Recry Operations	Materials & Supplies
			\$798.00	6322	WTED - Welding	Materials & Supplies
			\$135.00	6322	Computer Aided Desig	Materials & Supplies
			\$83.50	6322	High Tech Robotics	Materials & Supplies
•			\$147.25	6322	GAP Tuition Assistan	Macerials & Supplies
			\$624.03	6322	PACE Program 260H	Materials & Supplies
			\$21.85	6322	Special Needs	Materials & Supplies
			\$7.95	6322	Developmental Educat	Materials & Supplies
			\$6.86	6322	STRIVE	Materials & Supplies
			\$40.00	6322	Interpretation and T	Materials & Supplies
			\$10,959.86	2019	Follett Bookstore	Accounts Payable Acc
:			\$746.00	2019	Follett Bookstore	Accounts Payable Acc
			\$1,196.45	2019	Follett Bookstore	Accounts Payable Acc
			\$2,061.39	2019	Follett Bookstore	Accounts Payable Acc
			\$1,196.57	2019	Follett Bookstore	Accounts Payable Acc
			\$262.35	2019	Follett Bookstore	Accounts Payable Acc
			\$64.00	2019	Follett Bookstore	Accounts Payable Acc
			\$836.54	2019	Follett Bookstore	Accounts Payable Acc
			\$78,840.81	2019	Follett Bookstore	Accounts Payable Acc
			\$84.98	6322	Photography	Materials & Supplies
			\$3.60	6322	Horticulture	Materials & Supplies
			\$21. 73	6322	Student Services	Materials & Supplies
			\$14.95	6322	Communications	Materials & Supplies
			\$12.12	6322	Exercise Science	Materials & Supplies
			\$4.76	6322	Physical Education	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	596168	\$98,172.56	\$103.96	6322	Office of Exec Dean,	Materials & Supplies
			\$89.25	6322	Computer Science	Materials & Supplies
			\$16.79	6322	Associates Degree Nu	Materials & Supplies
			\$7.96	6322	Building Rental for	Materials & Supplies
Governors Charity Steer S	596182	\$4,300.00	\$4,300.00	6269	Dallas County Farm O	Other Company Servic
Graphic Edge	596184	\$3,222.46	\$853.78	6322	Recruiting-Program D	
			\$1,405.8 1	6322	Program Development	Materials & Supplies
			\$497.87	6322	Recruiting-Program D	Materials & Supplies
			\$465.00	6932	IA Comm College Athl	JUCO Jamboree
Heartland Coop	596190	\$3,207.86	\$42.00	6322	Dallas County Farm O	Materials & Supplies
_		·	\$1,515.35	6322	Dallas County Farm O	Materials & Supplies
			\$42.00	6322	Dallas County Farm O	Materials & Supplies
			\$453.12	6322	Dallas County Farm O	Materials & Supplies
			\$1,096.20	6322	Dallas County Farm O	Materials & Supplies
			\$365.81	6322	Dallas County Farm O	Materials & Supplies
			\$78.00	6322	Dallas County Farm O	Materials & Supplies
			\$615.38	6322	Dallas County Farm O	Materials & Supplies
			-\$1,000.00	6322	Dallas County Farm O	Materials & Supplies
Iowa Communications Netwo	596201	\$2,884.57	\$2,884.57	6269	Web Based Instructio	Other Company Servic
IP Pathways	596205	\$32,148.17	\$1,222.20	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$30,925. 9 7	6323	Technical Update Equ	Minor Equipment
Kevin J Holst	596211	\$12,751.00	\$1,180.00	6090	Boone Campus Housing	Maintenance/Repair o
			\$11,571.00	6090	Boone Campus Housing	Maintenance/Repair o
Kleis Consulting Group In	596214	\$8,500.00	\$8,500.00	6015	Softskills Training	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT		NUMBER	INDEX TITLE	ACCOUNT TITLE

Larry K Trout	596218	\$3,500.00	\$3,500.00	6019	On-site Wastewater T	Prof Svcs-Individual
Meals From the Heartland	596232	\$42,000.00	\$42,000.00	6269	College's 50th Anniv	Other Company Servic
Midwest Office Technology	596239	\$11,009.31	\$131.71	6322	ACE Civil Engineerin	Materials & Supplies
			\$53.30	6322	Graphic Design	Materials & Supplies
			\$4.07	6322	Urban Copy Usage	Materials & Supplies
			\$30.42	6322	Urban Copy Usage	Materials & Supplies
			\$113.88	6322	Urban Copy Usage	Materials & Supplies
			\$58.74	6322	Evelyn Davi s Center	Materials & Supplies
!			\$0.19	6322	Recruiting-Program D	Materials & Supplies
			\$8,004.61	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$31.44	6322	Veterinary Techician	Materials & Supplies
			\$5.54	6322	Special Needs	Materials & Supplies
			\$28.56	6322	Duplicating Services	Materials & Supplies
			\$8.08	6322	Story County Academy	Materials & Supplies
			\$4.53	6322	Certified Nursing As	Materials & Supplies
			\$0.04	6322	Local 33 Pipe/Steamf	Materials & Supplies
1			\$11.06	6322	ASSET Auto/Ford	Materials & Supplies
			\$1.09	6322	Auto Service	Materials & Supplies
			\$55.2 5	6322	Auto Service	Materials & Supplies
			\$25.80	6322	Heavy Diesel Equipme	Materials & Supplies
			\$31.44	6322	Agri Business	Materials & Supplies
			\$1.30	6322	Office of Dean, Heal	Materials & Supplies
			\$0.55	6322	Associates Degree Nu	Materials & Supplies
			\$5.52	6322	Office of Dir, Finan	Materials & Supplies
			\$191.51	6322	Office of Exec Dean,	Materials & Supplies
			\$163.41	6322	Office of Exec Dean,	Materials & Supplies
			\$1.99	6322	Library	Materials & Supplies
			\$6.60	6322	Office of Exec Dean,	Materials & Supplies
			\$158.39	6322	Office of Exec Dean,	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE

Midwest Office Technology	596239	\$11,009.31	\$1.78	6322	Office of Exec Dean,	Materials & Supplies
inando dando idamozogy	330233	Q11,003.31	\$1.46	6322	Office of Exec Dean,	Materials & Supplies
			\$19.55	6322	Office of Exec Dean,	Materials & Supplies
			\$215.98	6322	Office of Exec Dean,	Materials & Supplies
			\$758.85	6322		Materials & Supplies
			\$12.82	6322		Materials & Supplies
			\$0.02	6322		Materials & Supplies
			\$8.98	6322	Office of Exec Dir,	Materials & Supplies
			\$113.19	6322		Materials & Supplies
			\$2.61	6322		—
			\$1.43		Library	Materials & Supplies
			\$11.51	6322	Library	Materials & Supplies
			\$2.95	6322	Office of Dean, Heal	= -
			\$0.56	6322		_ _
			\$3.97	6322	WTED-General Exp	Materials & Supplies
			\$0.84	6322	-	Materials & Supplies
			\$66.13	6322	GED Testing	Materials & Supplies
			\$31.67	6322	Economic Development	Materials & Supplies
			\$0.20	6322	Practical Nursing	Materials & Supplies
			\$50.68	6322	Dean, Business & Inf	Materials & Supplies
			\$65.26	6322	Dean, Business & Inf	Materials & Supplies
			\$159.35	6322	Dean, Business & Inf	Materials & Supplies
			\$13.62	6322	Office of Dean, Scie	Materials & Supplies
			\$139.42	6322	Office of Dean, Scie	Materials & Supplies
			\$142.10	6322	Office of Dean, Scie	Materials & Supplies
			\$2.20	6322		Materials & Supplies
			\$51.20	6322		Materials & Supplies
			\$1.72	6322	Transportation Insti	Materials & Supplies
			\$0.24	6322	Architectural Millwo	Materials & Supplies
Neesvigs Inc	596249	\$4,032.99	\$1,257.40	6519	Bistro	College Inn

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CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE Neesvias Inc 596249 \$4,032.99 \$1,290.77 6518 Hospitality Careers Gourmet Dinners \$1,392.30 6518 Hospitality Careers Gourmet Dinners \$92.52 6321 Culinary Arts Food Okoboji Wines 596260 \$4,609.15 \$4,609.15 Beverage Account Other Current Expens Sanger, Janet Ann. Skills USA Travel-Out of State 596279 \$4,074.57 \$818.93 6470 \$84.64 6150 Skills USA Communications Prof Svcs-Individual \$2,921.00 6019 Skills USA 6269 Skills USA Other Company Servic \$250.00 Scott Safety 596283 \$26,397.00 \$26,397.00 6322 Equipment Replacemen Materials & Supplies Securitas Security Servic \$40,789.47 \$246.90 6261 Non Tort Security In Contracted Security 596285 \$16,499.16 6261 Non Tort Security In Contracted Security \$24,043.41 Non Tort Security In Contracted Security Snap On Industrial 596293 Office of Controller Prepaid Expenses \$4,748.86 \$2,303.17 1550 \$139.97 Office of Controller Prepaid Expenses \$2,303.19 Office of Controller Prepaid Expenses \$2.53 6322 Auto Service Materials & Supplies Treasurer State of Iowa 596311 \$4,151.33 2741 Office of Controller Funds Held in Trust-\$4,151.33 TRI Leadership Resources 6240 Iowa FCCLA Group Meeting/Worksh 596312 \$3,000.00 \$3,000.00 Fund 1 General Ledge Partnership Loan Pro Wells Fargo Educational F 596326 \$4,500.00 \$4,500.00 Wexford & James LLC \$3,032.12 Office of Controller Collection Agency Ex 596330 \$3,032.12 Central IA Wrkfrce I Contracted Services-Kabel Business Services 596350 \$6,456.72 \$6,396.72

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE		
Kabel Business Services	596350	\$6,456.72	\$60.00	6269	Central IA Wrkfrce I	Other Company Servic		
Kaplan University	596351	\$2,500.00	\$1,250.00 \$1,250.00	6266 6266	WIA-Dislocated Worke WIA-Dislocated Worke	•		
UAW Local 450	596 36 0	\$5,312.12	\$5,312.12	6268	WIA-John Deere Emerg	Contracted Services-		
· 								

REPORT TOTAL

\$8,982,370.82

Ankeny, Iowa November 9, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of November, 2015, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Cemen Tech, 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 Cemen Tech, 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>	Moved	Seconded	<u>Aye</u>	<u>Nay</u>
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Wayne E. Rouse Cheryl Langston Jim Knott Dennis Presnall				

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

IDENT OF THE BOARD OF DIRECTORS

Attest:

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CEMEN TECH, 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 Cemen Tech, 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 9th day of November, 2015.

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 November 9, 2015, 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 9th day of November, 2015.

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 <u>November 9, 2015</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Cemen Tech, Inc.</u>, <u>Indianola, Iowa</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

- Section 1.1. Representations of the Community College. The Community College represents and covenants that:
 - (A) It is duly organized and validly existing under the laws of the State of Iowa;
 - (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
 - (C) It is empowered to enter into the transactions contemplated by this Contract; and
 - (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.
- Section 1.2. Representations and Covenants of the Employer. The Employer represents and covenants that:
 - (A) It is a business duly qualified to do business in Iowa;
 - (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

- Section 2.1. The lowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the lowa 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 lowa Administrative Code Chapter 261.
- Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

- Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.
- Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.
- Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must by approved by the Economic Development Authority, the Community College, and the Employer.
 - Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

- Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.
- Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.
- Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

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

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.
- Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.
- Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Economic Development Authority the amount of penalty determined by the IEDA. The Employer shall also pay interest on the amount to be repaid at the rate of $\underline{6}$ %. 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 hatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

- Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other then such notice as may be expressly required herein.
- Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.
- Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

ection 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:	Cementech
	1700 N. 14 th St.
	Indianola, IA 50125

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 fficial 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	Cementech
Community-College	Business
	Authorized Signature
Authorized Signature	
Type Name and Title	michalle M. Egglesten HR ma
	maggleston@rementish.com Email Address
2006 South Ankeny Blvd.	1700 N. 14 th St.
Ankeny, IA 50023 Address	Indianola, la 50125 Address
Addiooo	/ (ddi 000
	9/24/15 Date
2410	54.0

260F-4 (03/00) Sector 10 (03/0

IOWA JOBS TRAINING PROGRAM

RETRAINING PROJECT TRAINING PLAN

for

Cemen Tech, Inc. Project #3

July 26, 2014

Business Information

Business Name

CemenTech Inc.

College Information

College Name

Des Moines Area Community College

Loan Information

Award Date	9/22/2015
Training Start Date	7/26/2014
Training Completion Date	7/26/2016
Have Contract	No
Award Amount	\$25,000.00
Has this loan been modified?	No

Modification Reason

Returned Fund Reason

Agreement of Intent

Is there an Agreement of Intent in place for this project?	Yes
Agreement Date	7/26/2014

Training Plan

I. Training Start Date:	7/26/2014
II. Training End Date:	7/26/2016

III. TOTAL UNDUPLICATED number of employees to be trained: 110

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 A	Activity	Training Cost	Description
Safety		\$4,915.50	Forklift, safety council, Paint, overall compliance
Title		Wage	# To be Trained
Machine Shop/PreFab	\$17.65		10
Assembly	\$16.74		8
Engineering	\$31.09		11
Ship/Recv	\$17.39		10
Paint	\$19.00		4
		Total Training	

Cost: \$29,650.00

Training A	ctivity	Training Cost	Description
Title		Wage	# To be Trained
Weld	\$17.33		26
Maint	\$20.86		3
Admin/IT/Acct	\$20.26		7
Service Tech	\$22.03		4
Parts Sales	\$22.03		1
Sales/Mktg	\$26.20		9
<u>Refresh</u>			
HR Compliance		\$8,975.00	Worker's Comp, Strategic HR, Skill Path, Communication, Blood Borne Pathogens,
			Harrassment, Diversity, Change Mgmt, Bullying
Lean		\$1,990.50	Value Stream mapping, IA Consortium, Bus Mgmt
Computer Skills		\$8,294.00	Excel, SolidWorks, EPDM,
Fed Regulations		\$475.00	Exporting documentation & procedures
Supervisory		\$5, 000 .00	Lead/Supv Training
		Total Training	
		Cost: \$29,650.00	

Refresh

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

Total Training Cost	\$ 29,650.00
Admin % Rate	15 %
Administration Cost	\$ 4,448.00
Total Project Cost (training cost + administration cost)	\$ 34,098.00
Cash Match % Rate	26.681 %
Amount of Business Cash Match	\$ 9,098.00
EDA Award Amount	\$ 25,000.00

Anticipated Training Outcomes

TRAINING OUTCOME	Current	Anticipated	Actual
I. INCREASE WORKER PRODUCTIVITY	(please select those that y	ou want to measure)	
	0	0	0
Decrease worker absenteeism	%	%	%

Ankeny, Iowa November 9, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of November, 2015, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND CAPITAL CITY FRUIT CO.

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

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

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

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

WHEREAS, a Workforce Training and Economic Development Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide the Project for the Company;

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

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

- <u>Section 2</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.
- Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 9th day of November, 2015.

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 November 9, 2015, 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 9th day of November, 2015.

SECRETARY OF THE BOARD OF

DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 9, 2015

- between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Capital City Fruit Co.</u>, <u>Norwalk, Iowa</u>, (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 lowa;
 - (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
 - (C) It is empowered to enter into the transactions contemplated by this Contract; and
 - (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.
- Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:
 - (A) It is a business duly qualified to do business in lowa;
 - (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in lowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in 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

- ection 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.
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- 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 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 \$_\$25,000.00\$, (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.
- ection 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

- ection 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 armum. 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.
- ection 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 ay be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other then such notice as may be expressly required herein.
 - Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
 - Section 6.8. 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	<u> </u>
	2006 South Ankeny Boulevard	······································
	Ankeny, IA 50023	
Business:	Capital City Fruit	
	1850 Colonial Parkway	
	Norwalk, IA 50211	

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.
- ection 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 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	Capital City Fruit
Community College	Business
Choo will	Churis Homes
Authorized_Signature	Authorized Signature
Joe Puxel Board Prosident	Dennis Horrigan, HR Mgr
Type Name and Title	Type Name and Title
_	dennis@capitalcityfruit.com Email Address
2006 South Ankeny Blvd.	1850 Colonial Parkway
Ankeny, IA 50023	Norwalk, IA 50211
Address	Address
11-9-15	
Date	Date

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT TRAINING PLAN

for

Capital City Fruit Co.
Project #3

July 22, 2015

Training Plan and Budget For Capital City Fruit WTED #3 Project

The following Training Plan reflects the expected training activities for Capital City Fruit. 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 Capital City Fruit staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

Cost WTED Cost \$ 7000.00 Job Skill Training \$ 7500.00 Capital City Fruit is excited about the opportunity to train their employees on various topics including, but not limited to the following: Policy and Accountability Training, Lean 101, 5S, Sales and Negotiations, Safety: Forklift and Hand Jack Training, Labeling training, HR training and Project Management. **\$** 15,000.00 \$ 12,000.00 Management/Supervisory Skills With the hiring of several new managers and the need to manage their growth Capital City Fruit's training may include, but is not limited to Management/Leadership skills: ABC's of Management, The Hiring Process, Corrective Action, Coaching, Interview Process, and Crucial Accountability. \$ 1552.00 7150.00 й. **Materials and Supplies** CCF will need specific training materials and supplies which may include, but is not limited to the following: books, videos, DVD, Audio CD and other online training materials.

V. Administrative Costs

\$ 4,448.00

\$4,448.00

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

Total

\$34,098.00

\$25,000

The training began 7/22/15 with completion anticipated by 7/22/17. 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.

company will train at least 75 unduplicated employees and will show, at the completion of the contract, \$9,098.00 in-kind match. This match will be linked to the training as outlined in this plan.

	SECTION 6. TRA	INING P	LAN		
Training start date.	7/22/15				
II. Training end date.	7/22/17				
Note- Training plans can be		imum of t	no years		
III TOTAL UNDUDUGATED		4- 1- 4		75	
III. TOTAL UNDUPLICATED	number of employe	es to de tra	aine d.		
	TRAINING ACTIVE	TES TO B	E PROVIDI	≘D	
mplete the following chart for eactional and skill assessment an ning activity. Include all direct cuipment, materials, supplies, faction for ach a detailed description for	nd testing, consulting costs associated wit cility cost, transporta	g, evaluation h each iter ation, meal	on, job-relat n listed incl	ted training, etc. uding trainer co	List each
Training Activity		ning Cost	# To be Trained	In-Kind f	/atch
ob Skills	7,5000	i.OD	70	Value of Wages & Benefits	11,000.00
lanagement/Supervisory	15,000	0.00	5	Value of Facilities	
raining Materials	7150.0) O		Value of Equipment:	
				Value of Supplies	
				Other:	
				Total In-Kind Match	
otal Training Cost	\$29,6	50.00		1	
PR r a program award of less that atching funds include employe business-provided facilities a ovided by the business to facilities business will provide a cash ining and administration cost Yes No	ee wages paid by to and equipment use dilitate the training a match of at least	ness will p he busine d for train program, l 25 percen	orovide in-less during ing, or the For a prog	kind matching the training pervalue of any of am award of \$1 and project cost,	riod, the va ther resou 5,000 or m including
Total Training Co		\$29,65	0.00		
Administration C		\$4448.			
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Ankeny, Iowa November 9, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of November, 2015, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Shift Interactive, 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 Shift Interactive, 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>	Moved	Seconded	<u>Aye</u>	<u>Nay</u>
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Wayne E. Rouse Cheryl Langston Jim Knott Dennis Presnall			<u>ৰিবাহাহাহাহাহা</u>	

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 SHIFT INTERACTIVE, 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 Shift Interactive, 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 9th day of November, 2015.

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 November 9, 2015, 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 9th day of November, 2015.

ECRETARY OF THE BOARD OF

DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 9, 2015

- between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Shift Interactive</u>, <u>LLC</u>, <u>West Des Moines</u>, <u>Iowa</u>, (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 lowa;
 - (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
 - (C) It is empowered to enter into the transactions contemplated by this Contract; and
 - (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.
- Section 1.2. Representations and Covenants of the Business. The Business represents and covenants that:
 - (A) It is a business duly qualified to do business in Iowa;
 - (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

- Dection 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. lowa Code section 84A.5 requires the Economic Development Authority to report to the lowa 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 the 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 \$25,000.00, (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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

- Section 5.1. The Business shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.
- Section 5.2. The Business shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.
- Section 5.3. The Business shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

ARTICLE VI EVENTS OF DEFAULT

- Section 6.1. Events of Default. Each of the following shall be an "event of default":
 - (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
 - (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
 - (C) If both (A) and (B) occur, both repayment provisions shall apply.
 - (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
 - (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
 - (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
 - (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
 - (H) Business takes corporate action to effect any of the preceding conditions of default.
- Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.
- Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of <u>6</u>% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- 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.
- 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 onstrued 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	
susiness:	Shift Interactive	
	1501 42 nd Street Suite 580	
	West Des Moines, IA 50266	

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.
- ection 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	Shift Interactive, Ilc.
Community-College	Business
Marie	Mut Dly
Authorized Signature	Authorized Signature
Sue Pucil, board President	Matt Glynn, Partner
Type Name and Title	Type Name and Title
	matt@interactiveshift.com
	Email Address
2006 South Ankeny Blvd.	1501 42 nd Street, Suite 580
Ankeny, IA 50023	West Des Moines, IA 50266
Address	Address
11-9-15	10/8/15
Date	/ / Date

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT TRAINING PLAN

for

Shift Interactive, LLC Project #1

September 25, 2015

Training Plan and Budget For Shift Interactive WTED Project

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

Cost WTED Cost \$20,000.00

Job Skill Training including but not limited to the following: E-mail Design and Development, Analytics, SEO/SEM, Social Marketing, Git Flow, User Experience (Mobile and Web), Responsive Design, Linux Server Administration, e-commerce platforms, CRM, QA Process, Relational Database design, Agile development process, Interactive Project Mangement, Technologies: HTML, CSS, Javascript, SVG, PHP,Ruby, Git, Apache, nginx, MySQL, PostgreSQL. Platforms and Frameworks: Android Development, iOS Development, JQuery, NodeJS, Ruby on Rials, WordPress, MODX, Canvas, Expression Engine, Grunt.

\$5000.00 \$300.00

Management/Supervisory Skills including but not limited to the following: Leadership Development, recruitment and retention, and Taking the Step up to Supervisor.

\$4650.00 \$252.00

III. Materials and Supplies including but limited to the following: books, webinars, CDs, DVDs, and on-line training.

IV. Administrative Costs

\$ 4448.00

\$4448.00

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

Total

\$34,098.00

\$25,000.00

The training began 9/25/2015 with completion anticipated by 9/25/2017. 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 8 unduplicated employees and will show, at the completion of the contract, 8.00 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN I. Training start date. 9/25/15 II. Training end date. 9/25/15 7 Note- Training plans can be written for a maximum of two years 8 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. # To be Training Activity Training Cost In-Kind Match Trained Job Skills Value of Wages & 20.000.00 8 10,000.00 Benefits Management/Supervisory 5000.00 2 Value of Facilities 1000.00 Value of Training Materials 4650.00 8 Equipment: Value of Supplies Other: Total In-Kind 11,000,00 Match Total Training Cost \$29,650,00 PROJECT COSTS AND AWARD AMOUNT Eor 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 \$29.650.00 Administration Cost \$4,448.00 **Total Project Cost** \$34.098.00

\$9,098.00

\$25,000.00

(training cost + administration cost)

Amount of Company Cash Match

Award Amount

Ankeny, Iowa November 9, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of November, 2015, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND AUTO-JET MUFFLER CORPORATION.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa (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 Auto-Jet Muffler Corporation (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to 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 9th day of November, 2015.

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 November 9, 2015, 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 9th day of November, 2015.

SECRETARY OF THE BOARD OF

DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 9, 2015

- between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Auto-Jet Muffler Corporation</u>, <u>Clive, Iowa</u>, (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 lowa;
 - (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in 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 utual 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 ining program content must be approved in writting 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.
 - ection 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 mission to exercise any right or power accruing upon any default shall impair any such right or power or shall be instrued to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other then such notice as may be expressly required herein.
- Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. 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:	Auto-Jet Muffler	
•	9550 Swanson Boulevard	
	Clive, IA 50325	

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.

action 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 lowa.

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	Auto-Jet Muffler
Community College	Business
Chi Suff	
Authorized Signature	Authorized Signature
Jue Puxel, Board Prosident	Kelle Vos – General Manager
Type Name and Title	Type Name and Title
	kelle@auto-jet.com
	Email Address
2006 South Ankeny Blvd.	9550 Swanson Boulevard
Ankeny, IA 50023	Clive, IA 50325
Address	Address
11-9-15	10/14/2015
Date	/ Date

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT TRAINING PLAN

for

Auto-Jet Muffler Corporation Project #2

September 24, 2015

Training Plan and Budget For Auto-Jet Muffler WTED Project 1

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

Cost 260F Cost

I. Job Skill Training

\$17,000

\$12,552.50

The following training activities are intended to assist employees of Auto-Jet Muffler to improve their knowledge with sales, customer service, safety, continuous improvement methods and technical skills including, but not limited to; custom tube bending, welding/fabrication, CNC, AutoCad/Blue Print Reading, Industrial Maintenance and Troubleshooting and ISO training.

Sales

Employees will receive training on sales tools and techniques which may include, but not be limited to; contact management software, sales calls, prospecting skills, inbound and outbound marketing, and tools for in person and electronic sales.

Customer Service

Employees will receive training in customer service skills which may include, but not be limited to: phone and email skills, exceeding expectations, creating a service culture and dealing with difficult customers.

Safety

Safety training may be provided by DMACC and/or other vendors including such topics as 10 and 30 hour OSHA, use of PPE, fire safety, material storage, machine guarding and safe lifting techniques.

Continuous Improvement

Employees will receive training in continuous improvement methodologies which may include, but not be limited to:

LEAN for Manufacturing Workplace LEAN 5S Six Sigma Kaizen

Technical Training

Employees will receive job specific technical training from DMACC and/or other vendors that may include, but not be limited to: custom tube bending, welding/fabrication, CNC, AutoCad/Blue Print Reading, Industrial Maintenance and Troubleshooting.

ISO Training

Employees will receive training on how Auto-Jet Muffler can remain ISO compliant.

II. Management/Supervisory Skills

\$11,650

\$7,500

Auto-Jet Muffler may choose to send managers and supervisors through training to improve their skills in areas which may include, but not be limited to: Team Building, Coaching, Delegating, Performance Reviews, Leading Change, Motivating Employees and Leadership Development.

III. Materials and Supplies

\$1000

\$500

Auto-Jet Muffler 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

\$ 4,447.50

\$4,447.50

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

Total

\$29,650

\$25,000

The training began 9.24/15 with completion anticipated by 9/24/17. 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 _15__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 November 9, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 9th day of November, 2015, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Performance Marketing of Iowa, 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 Performance Marketing of Iowa, 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>	Moved	Seconded	<u>Aye</u>	<u>Nay</u>
Joseph Pugel Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buie Wayne E. Rouse Cheryl Langston Jim Knott Dennis Presnall				

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

PRESIDENT OF THE BOARD OF DIRECTORS

Attest:

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND PERFORMANCE MARKETING OF IOWA, 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 Performance Marketing of Iowa, 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 9th day of November, 2015.

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 November 9, 2015, 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 9th day of November, 2015.

SECRETARY OF THE BOARD OF

DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 9, 2015

- between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and <u>Performance Marketing of Iowa, Inc.</u>, <u>West Des Moines, Iowa</u>, (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

- ection 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 ith 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 \$25,000.00, (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.
- ection 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

- ection 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.
- ection 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 onstrued to be a waiver thereof, but any such right and power may be exercised from time to time and as often as hay be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other then such notice as may be expressly required herein.
 - Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. 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	
usiness:	Performance Marketing	
	1501 42 nd Street Suite 550	
	West Des Moines, IA 50266	

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.
- ection 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 art 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	Performance Marketing
Community-College	// Bysiness
	Welt Slegn
Authorized Signature	Authorized Signature
Joe President	Matt Glynn, Partner
Type Name and Title	Type Name and Title
	mattg@performancemarketing.com
	Email Address
2006 South Ankeny Blvd.	1501 42 nd Street, Suite 550
Ankeny, IA 50023	West Des Moines, IA 50266
Address	Address
11-9-15	10/8/15
Date	, Pate

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING PROGRAM

RETRAINING PROJECT TRAINING PLAN

for

Performance Marketing of Iowa, Inc. Project #1

September 25, 2015

Training Plan and Budget For Performance Marketing #1 WTED Project

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

Cost WTED Cost \$20,000.00 \$20,000.00

I. Job Skill Training including but not limited to the following: Sales, Presentation assembly, Analytics. CRM System, Direct Mail, Social Media, Content Marketing, Email Marketing, Research, Google Analytics, Consumer PR, Crisis Management PR, Digital Media, SEO/SEM, Software training: Photoshop, InDesign, illustrator, Muse, PowerPoint, Office, and Basecamp training. Design for Web, print, e-mail. Copywriting: Web press. Creative problem solving, measuring ROI, account planning. The above topics may take the form of self-study, online/webinars, classroom, seminars, workshops, coaching and consulting may also be used.

\$5000.00 \$300.00

Management/Supervisory Skills including but not limited to the following: Employee recruitment and retention, Leadership, talking the step up to supervisor.

\$4650.00 \$252.00

III. Materials and Supplies including but limited to the following: books, webinars, CDs, DVDs, and on-line training.

IV. Administrative Costs

\$ 4448.00

\$4448.00

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

Total

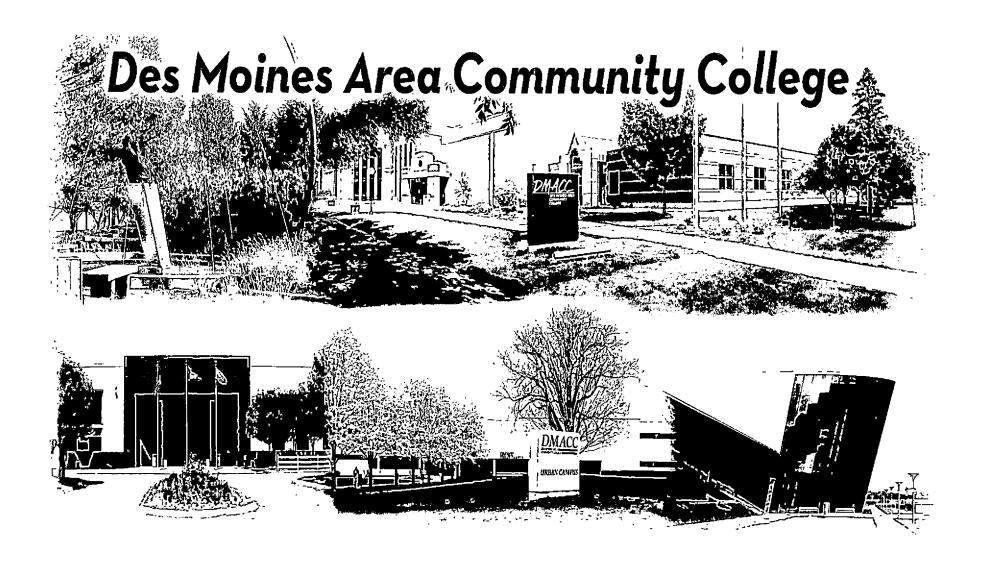
\$34,098.00

\$25,000.00

The training began 9/25/2015 with completion anticipated by 9/25/2017. 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 20 unduplicated employees and will show, at the completion of the contract, \$38.00 in-kind cash match. This match will be linked to the training as outlined in this plan.

r -	SECTIO	N 6. TRAINI	NG PLAN		
I. Training start	date. 9/25/	<u>′15</u>			
II. Training end	date. 9/25/	/17			
_	plans can be written for		of two years		
III. <u>TOTAL UNE</u>	20	-			
	TRAININ	G ACTIVTIES	TO BE PROVI	DED	
ocational and skill a aining activity. Inc quipment, material	ing chart for each trainin assessment and testing, lude all direct costs asso ls, supplies, facility cost, lescription for each trai	consulting, ev ciated with ea transportation	aluation, job-rel ch item listed in , meals, etc. Do	ated training, etc cluding trainer co	c. List each ost,
Trai	ining Activity	Training Co	est # To be Trained	In-Kind I	Match
Job Skills		20,000.00	20	Value of Wages & Benefits	13,600.00
Management Supervis	огу	5000.00	2	Value of Facilities	2,000.00
Fraining Materials		4650.00	10	Value of Equipment:	
				Value of Supplies	
_		-		Other:	
				Total In-Kind Match	15,600.00
Total Training Cost		29,650.00			
natching funds ind f business-provid rovided by the bu ne business will p	PROJECT C ard of less than \$5,000, clude employee wages led facilities and equipous incess to facilitate the provide a cash match of histration costs. Is the	the business paid by the b ment used for training prog f at least 25 p	usiness during training, or th ram. For a pro ercent of the to	kind matching the training pe e value of any o gram award of s otal project cost	eriod, the vanther resour 55,000 or mail, including
Tota	l Training Cost	\$2	9,650.00		
	inistration Cost		,448.00		
Tota	I Project Cost ling cost + administration	\$3	4,098.00		
Amo	unt of Company Cash	Match \$9	098.00		
Awa	rd Amount	\$2	5,000.00		



FINANCIAL STATEMENTS FOR OCTOBER 31, 2015 AND THE FOUR MONTHS THEN ENDED

DMACC Fund Descriptions

Fund 1 - General Unrestricted Fund

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

Fund 2 - General Restricted Fund

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

. Fund 3 - Auxiliary Fund

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

Fund 4 - Agency Fund

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

Fund 5 - Scholarship Fund

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

Fund 6 - Loan Fund

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

Fund 7 - Plant Fund

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

DES MOINES AREA COMMUNITY COLLEGE MONTHLY FINANCIAL REPORT TABLE OF CONTENTS

FINANCIAL STATEMENTS & ATTACHMENTS:

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

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

Ben Voaklander, Controller

Des Moines Area Community College Balance Sheet October 31, 2015

ASSETS		Unrestricted General Fund 1		Restricted General Fund 2	_	Auxiliary Fund 3	Agency Fund 4		Scholar- ship Fund 5		oan und 6		Plant Fund 7	T(otal
	_														
Current Assets: Cash in Banks and Investments	s	16,167,864	\$	42,708,216	\$	4,368,754	\$2,510,610	\$	(10,215) \$		6,403	\$	25,299,160	\$ 91.	050,792
Accounts Receivable	Ψ	13,755,353	Ψ	48,530,769	Ψ	33,896	8,865	Ψ	(10,210) 4	,	-	Ψ	975,644	-	304,527
Student Loans		-		-		-	~		-		85,593		· -	•	85,593
Deposits & Prepaid Expenses		40,303		-		-	-		-		-		-		40,303
Inventories		39,043		<u> </u>	_	396,260						_			<u>435,303</u>
Total Current Assets		30,002,563		91,238,985		4,798,910	2,519,475		(10,215)		91,996		26,274,804	154,	916,518
Fixed Assets:															
Land, Buildings & Improvements		-		-		•	-		-		-		161,822,832	161,	822,832
Equipment, Leased Prop. Books & Films		-		-		-	-		-		-		15,580,753		580,753
Less accumulated depreciation				<u>-</u>	_	<u> </u>		_	-			_	(68,959,781)		959,781)
Total Fixed Assets		-		-		-	-		-		-		108,443,804	108,	443,804
TOTAL ASSETS	<u>\$</u>	30,002,563	\$	91,238,985	\$	4,798,910	\$2,519,475	\$	(10,215) \$		91,996	\$	134,718,608	\$ 263,	360,322
LIABILITIES AND FUND BALANCES	_														
Liabilities:															
Current Liabilities	\$	3,055,530	\$	4,300,108	\$	44,667	\$ 2,150	\$	- \$	\$	-	\$	1,329,721	\$ 8,	732,176
Long Term Liabilities		1,417,5 0 0		51,957,912		32,500	1,200		-		-		35,561,592		970,704
Health & Dental Liabilities		-		3,460,753		→	-		-		-		-		460,753
OPEB Liability		-		7,319,713		-	-		-		-		-		319,713
Deferred Revenue		14,418,541		30,268,963		-	104,635		-		-		-		792,139 420,350
Deposits Held in Custody for Others		8,860					2,411,490	_		_	-				
Total Liabilities		18,900,431		97,307,449		77,167	2,519,475		-		-		36,891,313	155,	695,835
Fund Balance:															
Unrestricted		11,102,132		-		4,721,743	-		-		-		-		823,875
Restricted-Specific Purposes Net Investment in Plant		-		(6,068,464)		-	-		(10,215)		91,996		(7,593,577) 105,420,872		580,260) 420,87 <u>2</u>
Total Fund Balance	_	11,102,132		(6,068,464)	_	4,721,743		_	(10,215)		91,996	_	97,827,295		664,487
TOTAL LIABILITIES & FUND BAL	\$	30,002,563	\$	91,238,985	\$	4,798,910	\$2,519,475	\$	(10,215) \$	3	91,996	\$	134,718,608	\$ 263,3	360,322

Des Moines Area Community College Statement of Revenue, Expenditures and Changes in Fund Balances For the Four Months Ended October 31, 2015

Revenue:	Unrestricted Fund 1		Restricted Fund 2		Auxiliary <u>Fund 3</u>		Agency <u>Fund 4</u>	;	Scholarship <u>Fund 5</u>		Loan <u>Fund 6</u>		Plant <u>Fund 7</u>		<u>Total</u>
Tuition and Fees	\$ 17,626,371	\$	12,136	\$	157,655	\$	175,276	\$	-	\$	-	\$	_	\$	17,971,438
Local Support (Property Taxes)	3,420,398		4,568,228		-		-		-		-		3,420,396		11,409,022
State Support	11,356,966		3,542,577		-		-		-		-		400,000		15,299,543
Federal Support	(33,499)		1,179,793		-		23,321		9,546,424		-		-		10,716,039
Sales and Services	349,648		1,607		1,154,448		19,346		-		-		10,655		1,535,704
Training Revenue / ACE	-		3,876,300		-		-		-		_		-		3,876,300
Other Income	801,283	_	517,222		243,884		405,142						23,422		1,990,953
Total Revenue	33,521,167		13,697,863		1,555,987		623,085		9,546,424		_		3,854,473		62,798,999
Transfers in - General	270,432		858,391		134,000		128,306		137,500		5,000		1,273,420		2,807,049
Total Revenue and Transfers in	\$ 33,791,599	\$	14,556,254	\$	1,689,987	\$	751,391	\$	9,683,924	\$	5,000	\$	5,127,893	\$	65,606,048
Expenditures:															
Instruction	\$ 16,868,191	¢	5,606,880	œ		\$		\$		æ		•		Φ.	22 475 074
Academic Support	4,329,127	Ψ	25,677	Φ	-	Ф	-	Ф	-	\$	-	\$	-	\$	22,475,071
Student Services	3,373,152		438,992		_		-		<u>-</u>		_		-		4,354,804 3,812,144
Instructional Support	5,452,824		2,978,664		-		_		_		_		_		8,431,488
Operation and Maintenance of Plant	2,531,003		4,590,139		_		_		_		_		_		7,121,142
Auxiliary Enterprise Expenditures			-		1,098,444		_		~		_		_		1,098,444
Scholarship Expense	-		_		-		-		9,938,581				_		9,938,581
Loan Fund Expense	-		-		-		-		-		(920)		_		(920)
Plant Fund Expense	-		-		-		_		-		` -		14,903,805		14,903,805
Agency Fund Expense	<u>-</u> _						387,905		=		-		· · · -		387,905
Total Expenditures	32,554,297		13,640,352		1,098,444		387,905		9,938,581		(920)		14,903,805		72,522,464
Transfers Out - General	900,600		1,592,523		212,600		101,326		<u>-</u>		` -		· · ·		2,807,049
Total Expenditures and Transfers Out	33,454,897	_	15,232,875	_	1,311,044	_	489,231	_	9,938,581	_	(92 0)	_	14,903,805	_	75,329,513
Net Increase (Decrease) for the Period	336,702		(676,621)		378,943		262,160		(254,657)		5,920		(9,775,912)		(9,723,465)
Fund Balance at Beginning of Year	<u>10,765,430</u>	_	(5,391,843)	_	4,342,800		1,309,362		244,442	_	86,076	_	107,603,207		118,959,474
Fund Balance at End of Period	\$ 11,102,132	\$	(6,068,464)	\$	4,721,743	\$	1,571,522	\$	(10,215)	\$	91,996	\$	97,827,295	\$	109,236,009

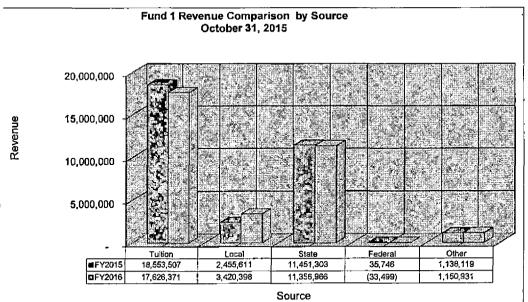
DES MOINES AREA COMMUNITY COLLEGE INVESTMENT RECAP October 31, 2015

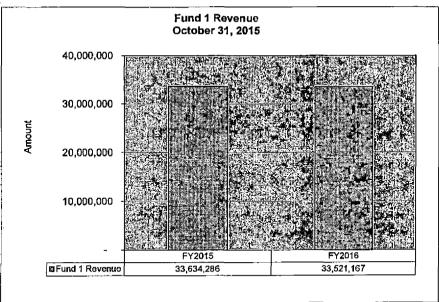
DEPOSITORY ACCOUNTS						-
<u>Bank</u>			<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	
Bankers Trust		\$	35,578,135	0.28%	Money Market	
Various Checking Accounts		\$	179,517	0.21%	Checking Accounts	
Wells Fargo Bank - Ankeny		\$ \$ \$	<u> </u>	0.15%	Money.Market	
Sub Total		\$	35,757,652			
DMACC INVESTMENTS						
<u>Bank</u>	Purchase Date		<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>	
Bank of the West		\$	13,111,626	0.18%	Checking Accounts	
West Bank		\$	2,263,327	0.10%	Investment Account	
West Bank	September 28, 2014	\$	2,000,000	0.45%	9/28/2016	
Wells Fargo		\$	516,340	0.15%	Investment Account	
Sub Total		\$	17,891,293			
						Calculated
						Term
						<u>Months</u>
Great Western Bank	October 24, 2012	\$	280,000	0.75%	April 25, 2016	42.6
City State Bank- Madrid	February 26, 2015	\$	1,000,000	1.00%	February 26, 2017	24.4
City State Bank- Madrid	February 26, 2015	\$	2,300,000	0.65%	August 26, 2016	18.2
Weils Fargo - Ankeny	June 26, 2014	\$	2,000,000	0.30%	February 26, 2016	20.3
Bankers Trust - Des Moines Money Mark	et	\$	19,885,875	0.28%	Money Market	
Wells Fargo - Ankeny Money Market		\$	11,832,177	0.15%	Money Market	
ISJIT Diversified Fund		\$	103,795	0.01%	Money Market	
ISJIT INVESTMENTS					, , , , , , , , , , , , , , , , , , , ,	
Total ISJIT Investments		\$	37,401,847			
Total 18011 MYCSuncilla		Ψ	31,401,041			
Grand Total of Investments .		\$	91,050,792			
Grand Total Weighted Average of Investi	ments			0.27%		

Des Moines Area Community College Fiscal Year Ending June 30, 2016 Budget Report Summary by Fund (All Funds) For the Four Months Ended October 31, 2015

Fund Name	Fund Number	_	Board Approved Budget		Working Budget	_	Amount Received/ Expended		Budget ommitments		Working Budget Balance
Revenue											-
Unrestricted Current	1	\$	107,232,729	\$	105,551,734	\$	33,791,599			\$	71,760,135
Restricted Current	2		51,552,510		50,582,217		14,556,254				36,025,963
Auxiliary	3		3,288,452		3,482,452		1,689,987				1,792,465
Agency	4		764,505		764,655		751,391				13,264
Scholarship	5	,	25,863,159		25,863,159		9,683,924				16,179,235
Loan	6		5,000		5,000		5,000				-
Plant	7	_	62,865,700	_	43,639,544	_	5,127,893				38,511,651
Total Revenue		\$	251,572,055	\$	229,888,761	\$	65,606,048	ı		\$	164,282,713
Expenditures						-	-				
Unrestricted Current	1	\$	106,678,002	\$	105,121,385	\$	33,454,897	\$	41,897,267	\$	29,769,221
Restricted Current	2		52,036,486		51,453,303	-	15,232,875		5,396,871	•	30,823,557
Auxiliary	3		3,663,215		4,087,102		1,311,044		1,234,490		1,541,568
Agency	4		656,312		658,260		489,231		91,089		77,940
Scholarship	5		25,883,159		25,883,159		9,938,581				15,944,578
Loan	6		. 5,000		5,000		(920)				5,920
Plant	7	_	50,387,307		44,139,822		14,903,805		17,813,809		11,422,208
Total Expenditures		\$	239,309,481	\$	231,348,031	\$	75,329,513	\$	66,433,526	\$	89,584,992

Des Moines Area Community College Revenue/Expense Comparison With Prior Year For the Four Months Ended October 31, 2015





Tuition Decrease -5.**0**0% -0.34% Overall Decrease

