

Des Moines Area Community College

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Board of Directors Meeting Minutes

6-8-2015

Board of Directors Meeting Minutes (June 8, 2015)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
June 8, 2015 – 4:00 p.m.

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

AGENDA

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

Joe DeHart; Executive Director, Institutional Effectiveness and
Breck Danner; Associate Director, DMACC Foundation
6. Consent Items.
 - a. Consideration of minutes from May 11, 2015 Public Hearing and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 15-082. Student Activities Council Budgets for FY 2016.
8. Board Report 15-083. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Auto-Jet Muffler Corporation**.
9. Board Report 15-084. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Chestnut Sign Company, Inc. Project #2**.
10. Board Report 15-085. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **MBS Genetics, LLC Project #4**.

11. Board Report 15-086. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kansas City Sausage Company, LLC dba Pine Ridge Farms Project #2**.
12. Board Report 15-087. 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 **Bell Brothers Heating and Air Conditioning, Inc.**
13. Board Report 15-088. 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 **Burke Golf Academy, LLC Project #2**.
14. Board Report 15-089. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Berkley National Insurance Company by its member Continental Western Group**.
15. Board Report 15-090. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Summertime Potato Company**.
16. Board Report 15-091. Approval of 2015-2016 Advisory Committees.
17. Board Report 15-092. A resolution designating the College's Official Depository and designating the financial institution that will process the College's credit card transactions for the next five years beginning July 1, 2015.
18. Board Report 15-093. A resolution taking initial action for the issuance of Plant Fund Capital Loan Notes, directing the advertisement for Sale of Plant Fund Capital Loan Notes, and authorizing the preparation and distribution of a Preliminary Official Statement.
19. Board Report 15-094. A resolution declaring the official intent of Des Moines Area Community College to reimburse itself for certain capital expenditures from the proceeds of the College's Plant Fund Capital Loan Notes.
20. Board Report 15-095. Consideration of Collective Bargaining Agreement with the Des Moines Area Community College Higher Educational Association (HEA) for August 15, 2015 to August 14, 2016.
21. Presentation of Financial Report.
22. President's Report.
23. Committee Reports.
24. Board Members' Reports.

25. Information Items:

- June 10-12 – ABI Conference; Quad Cities
- June 11 – DMACC Foundation CEO Golf Invitational
- July 3 – Holiday; All campuses closed
- July 13– Board meeting, Hunziker Center, Ames; 4:00 p.m.

26. Closed Session.

27. Adjourn.

Board of Directors
Des Moines Area Community College

REGULAR BOARD MEETING
June 8, 2015

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Urban Campus on June 8, 2015. Board Chair Joe Pugel called the meeting to order at 4:01 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: Robert Denson, President; Carolyn Farlow, Board Secretary; Joe DeHart, Board Treasurer, faculty and staff.

CONSIDERATION OF
REVISED AGENDA

Pugel announced that Board Report 15-095 was being pulled from the agenda. Rouse moved; seconded by Tursi to approve the revised agenda as presented. Motion passed unanimously. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

PUBLIC COMMENTS

None.

PRESENTATIONS

Laura Douglas, Provost of DMACC Urban Campus, welcomed everyone to the Urban campus and provided an overview of student activities and diversity initiatives at Urban. She then introduced Ilima Young-Dunn and Jeanie McCarville-Kerber, who presented information on the Human Services program at DMACC.

Joe DeHart, Executive Director for Institutional Effectiveness, presented information regarding the upcoming plans to celebrate DMACC's 50th Anniversary.

CONSENT ITEMS

Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the May 11, 2015 Public Hearing 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 STUDENT
ACTIVITIES BUDGETS FOR
FY2016

Board Report 15-082. Presnall moved; seconded by Langston recommending that the Board accept the Student Activities Council (SAC) budgets for FY 2016 as proposed.

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

APPROVE RETRAINING OR
TRAINING AGREEMENTS

Halterman moved; seconded by Buie to approve Items #8-15 as one consent item. Motion passed on a roll call vote. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.

Auto-Jet Muffler Corporation Board Report 15-083. 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 **Auto-Jet Muffler Corporation**.

Chestnut Sign Company, Inc. Project #2 Board Report 15-084. Attachment #4. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Chestnut Sign Company, Inc. Project #2**.

MBS Genetics, LLC Project #4 Board Report 15-085. Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **MBS Genetics, LLC Project #4**.

Kansas City Sausage Company, LLC dba Pine Ridge Farms Project #2 Board Report 15-086. Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kansas City Sausage Company, LLC dba Pine Ridge Farms Project #2**.

Bell Brothers Heating and Air Conditioning, Inc. Board Report 15-087. 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 **Bell Brothers Heating and Air Conditioning, Inc.**

Burke Golf Academy, LLC Project #2 Board Report 15-088. Attachment #8. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Burke Golf Academy, LLC Project #2**.

Berkley National Insurance Company by its member Continental Western Group Board Report 15-089. Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Berkley National Insurance Company by its member Continental Western Group**.

Summertime Potato Company Board Report 15-090. Attachment #10. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Summertime Potato Company**.

APPROVAL OF 2015-2016 ADVISORY COMMITTEES Board Report 15-091. Langston moved; seconded by Tursi recommending that the Board adopt a motion approving the Advisory Committees for the FY 2015-2016 academic year.

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

RESOLUTION DESIGNATING THE COLLEGE'S OFFICIAL DEPOSITORY Board Report 15-092. Attachment #11. Halterman moved; seconded by Rouse recommending that the Board adopt a resolution extending the designation of Bankers Trust of Des Moines as the Official College Depository for a five year period beginning July 1, 2015 and ending June 30, 2020. It is also recommended that the designation of TSYS to process the College's

credit card transactions be extended for a five year period beginning July 1, 2015 and ending June 30, 2020.

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

PLANT FUND CAPITAL LOAN NOTES

Board Report 15-093. Attachment #12. Presnall moved; seconded by Buie recommending that the Board adopt a resolution directing the advertisement for sale of Plant Fund Capital Loan Notes, and authorizing the preparation and distribution of a preliminary official statement.

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

RESOLUTION DECLARING INTENT FOR DMACC TO REIMBURSE ITSELF

Board Report 15-094. Attachment #13. Langston moved; seconded by Knott recommending that the Board adopt a resolution to allow the college to reimburse itself for certain capital expenditures from the proceeds of the College's Plant Fund Capital Loan Notes.

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

CONSIDERATION OF COLLECTIVE BARGAINING AGREEMENT WITH HIGHER EDUCATIONAL ASSOCIATION

Board Report 15-095. This item was pulled from the agenda.

FINANCIAL REPORT

Greg Martin, Vice President of Business Services, presented the May 2015 financial report as shown in Attachment #14 to these minutes.

COMMITTEE REPORTS

Kevin Halterman reported that the Audit Committee met earlier today. He stated that the audit is in full swing and reminded all board members to complete a Conflict of Interest form. Halterman also reported that the Large Project Committee met recently to discuss the Ankeny Student & Recreation Center.

Joe Pugel reported that the Presidential Review Committee will be meeting soon to discuss next year's evaluation matrix and to review a compensation report recently completed by Verisight.

CLOSED SESSION

Langston moved; seconded by Tursi recommending that the Board hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in Section 20.17(3) of the Iowa Code and as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

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

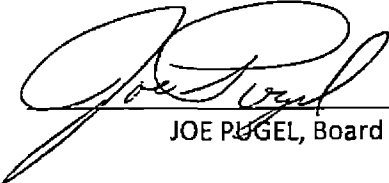
RETURN TO OPEN SESSION

The board returned to open session at 5:50 p.m. An audio recording of the closed session has been placed in the lock box at Community State Bank.

ADJOURN

Rouse moved to adjourn; seconded by Tursi. Motion passed unanimously and at 5:51 p.m., Board Chair Joe Pugel adjourned the meeting. Aye-Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Rouse, Tursi. Nay-none.


CAROLYN FARLOW, Board Secretary


JOE PUGEL, Board Chair

AGENDA ITEM Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. Stuart, Marshall

Instructor, Academic Achievement Center- Math

Ankeny Campus

9 Month Position

Annual Salary: \$51,854

Effective: August 17, 2015

Continuing Contract

RECOMMENDATION

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

Addendum Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

1. **Namovicz, Katie**
Instructor, Nursing
Boone Campus
9 Month Position
Annual Salary: \$52,632
Effective: August 17, 2015
Continuing Contract

II. Early Retirement

1. **Dresback, Bob**
Systems Programmer/Oracle Database Administrator
Ankeny Campus
Effective: August 14, 2015

III. Transfer

1. **Cole, Jessica**
Instructor, Criminal Justice
From: Newton Campus
To: Ankeny Campus
Effective: August 17, 2015

RECOMMENDATION

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

Report: FWRR040
 Date: 05/22/2015
 Time: 08:08 AM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 22-APR-2015 to 21-MAY-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
			AMOUNT	NUMBER		
Access Systems	588246	\$46,371.71	\$2,630.74	6269	Access Systems, Inc	Other Company Servic
			\$43,740.97	6269	Access Systems, Inc	Other Company Servic
ACT	588248	\$3,555.50	\$1,872.00	6269	NCRC Testing	Other Company Servic
			\$1,683.50	6269	NCRC Testing	Other Company Servic
Baker Group Corp.	588268	\$70,889.91	\$70,889.91	6269	Baker Group Proj #2	Other Company Servic
Business Publications Cor	588280	\$3,500.00	\$1,700.00	6110	Office of Dir, Marke	Information Services
			\$1,800.00	6110	Office of Dir, Marke	Information Services
Cain Farms Inc	588281	\$6,600.00	\$6,600.00	6460	Agri Business	Other Materials and
CDW Government Inc	588290	\$12,858.26	\$302.42	6322	Iowa Correctional In	Materials & Supplies
			\$12,555.84	6265	Equip Replacement In	Software Service Agr
Cenergistic Inc	588291	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
Constellation NewEnergy G	588301	\$14,578.88	\$14,578.88	6190	Utilities	Utilities
Cross Dillon Tire	588304	\$2,722.80	\$137.70	6377	Transportation Insti	Materials/Supplies f
			\$2,321.60	6377	Transportation Insti	Materials/Supplies f
			\$263.50	6377	Transportation Insti	Materials/Supplies f
Des Moines Radio Group	588312	\$3,070.00	\$400.00	6110	Office of Dir, Marke	Information Services
			\$800.00	6110	Office of Dir, Marke	Information Services
			\$700.00	6110	Office of Dir, Marke	Information Services
			\$590.00	6110	Office of Dir, Marke	Information Services
			\$580.00	6110	Office of Dir, Marke	Information Services
DMACC Foundation	588320	\$11,325.00	\$11,325.00	6930	Hospitality Careers	Other Current Expens

#2

Report: FWRR040
 Date: 05/22/2015
 Time: 08:08 AM

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Ellucian Inc	588324	\$10,210.38	\$10,210.38	6269	Information Systems	Other Company Servic
ETS Higher Ed Assessment	588329	\$7,200.00	\$450.00	6322	Academic Development	Materials & Supplies
			\$6,750.00	6322	Academic Development	Materials & Supplies
Farmer Bocken Co	588332	\$4,304.90	\$2,432.33	6511	Cafeteria	Purchases for Resale
			\$1,872.57	6511	Cafeteria	Purchases for Resale
FHEG Ankeny Bookstore #10	588334	\$12,751.15	\$35.95	6322	Human Services	Materials & Supplies
			\$592.38	2019	Follett Bookstore	Accounts Payable Acc
			\$83.25	2019	Follett Bookstore	Accounts Payable Acc
			\$538.90	2019	Follett Bookstore	Accounts Payable Acc
			\$1,049.25	2019	Follett Bookstore	Accounts Payable Acc
			\$66.88	2019	Follett Bookstore	Accounts Payable Acc
			\$178.16	2019	Follett Bookstore	Accounts Payable Acc
			\$7,652.29	2019	Follett Bookstore	Accounts Payable Acc
			\$68.48	2019	Follett Bookstore	Accounts Payable Acc
			\$7.98	6322	Wellness	Materials & Supplies
			\$4.99	6322	Student Services	Materials & Supplies
			\$60.00	6322	Student Activities	Materials & Supplies
			\$16.95	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$44.50	6322	Psychology/Anthropolo	Materials & Supplies
			\$795.25	6322	Program Development	Materials & Supplies
			\$34.93	6322	Physical Education	Materials & Supplies
			\$49.99	6322	Photography	Materials & Supplies
			\$156.50	6322	Mathematics & Scienc	Materials & Supplies
			\$9.90	6322	Jasper County Career	Materials & Supplies
			\$140.25	6322	Dietary Management	Materials & Supplies
			\$33.12	6322	Office of Exec Dean,	Materials & Supplies
			\$336.42	6322	Office of Exec Dean,	Materials & Supplies
			\$22.35	6322	Child Care	Materials & Supplies

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FHEG Ankeny Bookstore #10	588334	\$12,751.15	\$3.96	6322	Business Office	Materials & Supplies
			\$5.18	6322	Architectural Drafti	Materials & Supplies
			\$214.75	6322	ESL Refugee Contract	Materials & Supplies
			\$93.34	6322	PACE Program 260H	Materials & Supplies
			\$31.25	6322	ISIS-OSF	Materials & Supplies
			\$424.00	6322	Corrections-Newton	Materials & Supplies
Heartland Business System	588353	\$15,600.00	\$15,600.00	6269	Office of VP, Info S	Other Company Servic
Hewlett Packard	588358	\$5,196.41	\$2,594.48	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,487.72	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$114.21	6060	Non Tort Equip Maint	Maintenance/Repair o
Holiday Inn Downtown	588360	\$9,807.68	\$9,807.68	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
Iowa Central Community Co	588368	\$14,542.68	\$10,755.42	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$3,787.26	6952	Iowa Adv Manufacturi	TAACT Fringes
Iowa Communications Netwo	588369	\$14,960.42	\$6.86	6150	Campus Communication	Communications
			\$6,752.68	6150	Campus Communication	Communications
			\$827.77	6150	Campus Communication	Communications
			\$24.53	6150	Campus Communication	Communications
			\$7,248.54	6150	Campus Communication	Communications
			\$11.04	6150	Campus Communication	Communications
			\$85.53	6150	Campus Communication	Communications
			\$1.32	6150	Campus Communication	Communications
\$2.15	6150	Campus Communication	Communications			
Iowa Workforce Developmen	588371	\$10,736.93	\$10,736.93	5970	Unemployment	Unemployment Comp
IP Pathways	588373	\$32,891.51	\$30,951.11	6323	Campus Communication	Minor Equipment

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IP Pathways	588373	\$32,891.51	\$1,940.40	6269	IP Pathways Proj#2 J	Other Company Servic
ITA Group	588374	\$14,945.40	\$2,838.40	6269	ITA Group #3-Mgt/Sup	Other Company Servic
			\$11,607.00	6269	ITA Group #3-Job Spe	Other Company Servic
			\$500.00	6269	ITA Group #3-Trainin	Other Company Servic
James Mardock	588375	\$4,239.51	\$4,239.51	6015	Buildings Equipment	Consultant's Fees
Martin Brothers Distribut	588405	\$5,442.94	\$1,011.07	6511	Cafeteria	Purchases for Resale
			\$967.52	6511	Cafeteria	Purchases for Resale
			\$1,052.39	6511	Cafeteria	Purchases for Resale
			\$596.28	6511	Cafeteria	Purchases for Resale
			\$919.01	6511	Cafeteria	Purchases for Resale
			\$896.67	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	588415	\$5,649.63	\$5,449.96	6190	Plant Operations - E	Utilities
			\$199.67	6190	Plant Operations - E	Utilities
National Financial Educat	588426	\$4,000.00	\$4,000.00	6269	Student Activities	Other Company Servic
Nelnet Business Solutions	588429	\$3,585.27	\$3,585.27	6269	Office of Controller	Other Company Servic
Okoboji Wines	588437	\$10,236.65	\$10,236.65	6930	Beverage Account	Other Current Expens
OneNeck IT Solutions	588438	\$8,954.00	\$8,954.00	6060	Non Tort Equip Maint	Maintenance/Repair o
PeopleAdmin Inc	588444	\$22,302.86	\$22,302.86	6265	Non Tort Equip Maint	Software Service Agr
Purcell Printing and Grap	588451	\$8,551.47	\$18.90	6322	Office of Dir, Marke	Materials & Supplies
			\$514.10	6322	Recreation	Materials & Supplies
			\$177.00	6120	Marketing	Printing/Reproductio

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Purcell Printing and Grap	588451	\$8,551.47	\$1,251.66	6120	Marketing	Printing/Reproductio
			\$99.00	6120	Student Services	Printing/Reproductio
			\$417.22	6120	Office of Exec Dean,	Printing/Reproductio
			\$277.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$631.68	6120	Recruiting-Program D	Printing/Reproductio
			\$2,266.20	6120	Office of Dir, Marke	Printing/Reproductio
			\$1,140.50	6120	Office of Dir, Marke	Printing/Reproductio
			\$792.85	6110	Workforce Training C	Information Services
			\$114.62	6110	WIA-Disability Emplo	Information Services
			\$568.50	6322	Office of Dir, Marke	Materials & Supplies
			\$282.24	6120	Office of Dir, Marke	Printing/Reproductio
Quick Fuel	588453	\$2,515.98	\$2,515.98	6420	Transportation Insti	Vehicle Materials an
RDG Planning and Design	588455	\$234,601.60	\$234,601.60	6012	Student Center Proje	Architect's Fees
Sallie Mae	588467	\$5,000.00	\$5,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Schooldude.com	588469	\$16,958.54	\$16,958.54	6324	Office of the Dir, P	Computer Software
Snyder and Associates Inc	588479	\$5,636.83	\$5,636.83	6015	Buildings Equipment	Consultant's Fees
Stafford, Rebecca Hazelto	588481	\$2,506.60	\$2,000.00	6019	Humanities	Prof Svcs-Individual
			\$506.60	6930	Humanities	Other Current Expens
UL Verification Services	588493	\$40,257.22	\$40,257.22	6269	Underwriters Lab-Job	Other Company Servic
Verizon Wireless	588501	\$9,767.66	\$42.46	6150	Office of Dir, Stude	Communications
			\$51.69	6150	Associate Dean, Urba	Communications
			\$51.69	6150	Continuing Ed, Healt	Communications
			\$30.02	6150	Office of Controller	Communications

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Verizon Wireless	588501	\$9,767.66	\$51.69	6150	Plant Operations - S	Communications
			\$314.86	6150	WTED-General Exp	Communications
			\$51.69	6150	Office of VP, Info S	Communications
			\$37.20	6150	Workforce Developmen	Communications
			\$40.03	6150	Volleyball	Communications
			\$49.63	6150	Utilities	Communications
			\$1,952.21	6150	WLAN Support	Communications
			\$48.41	6150	Transportation	Communications
			\$37.20	6150	Continuing Ed, Trade	Communications
			\$89.90	6150	Transportation Insti	Communications
			\$51.69	6150	Continuing Ed, Trade	Communications
			\$37.20	6150	Student Services	Communications
			\$103.38	6150	Special Needs	Communications
			\$155.07	6150	Non Tort Security In	Communications
			\$140.58	6150	Non Tort Security In	Communications
			\$40.01	6150	Safety Committee	Communications
			\$74.40	6150	Respiratory Therapy	Communications
			\$543.38	6150	Student Records/Serv	Communications
			\$151.61	6150	Recruiting-Program D	Communications
			\$51.69	6150	Quality Assurance Tr	Communications
			\$754.59	6150	Program Development	Communications
			\$77.43	6150	Office of the Presid	Communications
			\$74.40	6150	Physical Plant Opera	Communications
			\$76.51	6150	Physical Plant Opera	Communications
			\$37.20	6150	Physical Plant Opera	Communications
			\$366.67	6150	Office of the Dir, P	Communications
			\$37.20	6150	Director, Nursing	Communications
			\$211.73	6150	Office of Dir, Marke	Communications
			\$621.30	6150	Mechanical Maintenan	Communications
			\$40.01	6150	LEAN Process Improve	Communications
			\$91.70	6150	Judicial Office	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	588501	\$9,767.66	\$113.38	6150	Office Exec Dir, Ins	Communications
			\$37.20	6150	IES-Des Moines	Communications
			\$36.60	6150	Office of Exec Dir,	Communications
			\$113.36	6150	Grounds	Communications
			\$51.69	6150	Office of Exec Dir,	Communications
			\$808.64	6150	Economic Development	Communications
			\$37.20	6150	Continuing Ed, 2 Day	Communications
			\$51.69	6150	GED Book Sales	Communications
			\$451.89	6150	Office of Exec Dean,	Communications
			\$49.63	6150	Office of Exec Dean,	Communications
			\$91.70	6150	Office of Exec Dean,	Communications
			\$155.07	6150	Office of Dean, Scie	Communications
			\$127.41	6150	Office of Exec Dean,	Communications
			\$37.20	6150	Office of Dean, Heal	Communications
			\$74.40	6150	Custodial	Communications
			\$51.69	6150	Office of Exec Dir,	Communications
			\$37.20	6150	Associates Degree Nu	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$648.56	6150	Academic Development	Communications
			\$57.41	6150	Upward Bound Year 23	Communications
\$51.69	6150	Gateway to College	Communications			
\$130.81	6150	Physical Plant Opera	Communications			
Event Decorators of Iowa	588522	\$4,695.00	\$4,695.00	6269	Job Fair - WP	Other Company Servic
AESwave.com	588561	\$3,779.04	\$3,779.04	6322	Equip Replacement In	Materials & Supplies
Ag Leader Technology	588562	\$3,695.00	\$3,695.00	6269	Ag Leader Tech #2-Jo	Other Company Servic
Alliant Energy	588566	\$24,622.88	\$5,890.82	6190	Boone Campus Housing	Utilities
			\$970.21	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	588566	\$24,622.88	\$5,244.20	6190	Utilities	Utilities
			\$19.70	6190	Utilities	Utilities
			\$8,315.43	6190	Utilities	Utilities
			\$58.35	6190	Utilities	Utilities
			\$1,361.85	6190	Boone Campus Housing	Utilities
			\$1,365.43	6190	Plant Operations, Pe	Utilities
			\$1,396.89	6190	Utilities	Utilities
Association of Business a	588570	\$16,000.00	\$16,000.00	6269	Office of the Presid	Other Company Servic
AVI Systems	588573	\$4,842.92	\$4,842.92	6323	Equip Replacement In	Minor Equipment
Berglund Sheet Metal Cont	588578	\$16,800.00	\$8,400.00	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
			\$8,400.00	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
CAE Healthcare	588583	\$6,447.00	\$1,447.00	6269	Office of Exec Dean,	Other Company Servic
			\$5,000.00	6269	ACE St. Anthony Medi	Other Company Servic
CampusEAI	588585	\$5,375.00	\$5,375.00	6269	Technical Update Equ	Other Company Servic
CIT Charters Inc	588594	\$7,198.00	\$1,658.20	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,628.20	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,393.85	6420	Office of Exec Dean,	Vehicle Materials an
			\$738.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,041.75	6420	Office of Exec Dean,	Vehicle Materials an
\$738.00	6420	Office of Exec Dean,	Vehicle Materials an			
City of Ankeny	588595	\$15,572.81	\$28.64	6190	Utilities	Utilities
			\$67.12	6190	Utilities	Utilities
			\$409.57	6190	Utilities	Utilities
			\$142.97	6190	Utilities	Utilities

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City of Ankeny	588595	\$15,572.81	\$119.63	6190	Utilities	Utilities
			\$4,721.87	6190	Utilities	Utilities
			\$456.25	6190	Utilities	Utilities
			\$57.22	6190	Utilities	Utilities
			\$682.93	6190	Physical Plant Opera	Utilities
			\$96.87	6190	Utilities	Utilities
			\$30.68	6190	Utilities	Utilities
			\$77.33	6190	Utilities	Utilities
			\$4,181.56	6190	Utilities	Utilities
			\$4,139.80	6190	Utilities	Utilities
			\$87.54	6190	Utilities	Utilities
			\$77.33	6190	Utilities	Utilities
			\$87.54	6190	Utilities	Utilities
\$107.96	6190	Utilities	Utilities			
City of Boone	588596	\$5,219.12	\$556.27	6190	Boone Campus Housing	Utilities
			\$3,951.56	6190	Boone Campus Housing	Utilities
			\$181.35	6190	Utilities	Utilities
			\$116.38	6190	Utilities	Utilities
			\$413.56	6190	Utilities	Utilities
Constellation NewEnergy G	588601	\$9,838.15	\$9,838.15	6190	Utilities	Utilities
CSO Research Inc	588608	\$17,500.00	\$17,500.00	6265	Non Tort Equip Maint	Software Service Agr
DMACC Boone Campus Checki	588619	\$4,194.00	\$1,630.00	6267	Baseball	Athletic Officials
			\$525.00	6930	Men's Golf	Other Current Expens
			\$319.00	6930	Boone Athletic Depar	Other Current Expens
			\$500.00	6470	Baseball	Travel-Out of State
			\$620.00	6267	Softball	Athletic Officials
Eagle Electric Inc	588622	\$5,547.18	\$5,547.18	6090	Building 1 Addition/	Maintenance/Repair o

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Edfinancial Holdings LLC	588623	\$18,788.40	\$18,788.40	6269	Office of Exec Dean,	Other Company Servic
F5 Networks Inc	588629	\$18,033.70	\$18,033.70	6060	Non Tort Equip Maint	Maintenance/Repair o
Harrison Truck Center	588648	\$115,972.88	\$115,836.97	7400	Office of the Presid	Vehicles
			\$54.30	6377	Transportation Insti	Materials/Supplies f
			\$65.51	6377	Transportation Insti	Materials/Supplies f
			\$16.10	6377	Transportation Insti	Materials/Supplies f
Heartland Area Education	588649	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Business System	588650	\$2,518.80	\$2,518.80	6323	Technical Update Equ	Minor Equipment
Hewlett Packard	588654	\$8,135.44	\$298.00	6322	Associate Dean, Urba	Materials & Supplies
			\$7,837.44	6323	Student Support Serv	Minor Equipment
Iowa Athletic Field Const	588660	\$11,059.75	\$11,059.75	7800	Boone Softball Field	Other Structures and
IP Pathways	588665	\$4,238.15	\$4,238.15	6269	IP Pathways Proj#2 T	Other Company Servic
MidAmerican Energy Co	588692	\$48,317.86	\$2,856.27	6190	Physical Plant Opera	Utilities
			\$1,439.81	6190	Cap Med Bldg-Common	Utilities
			\$652.47	6190	Plant Operations-Cap	Utilities
			\$334.58	6190	Racing & Gaming Rent	Utilities
			\$43,034.73	6190	Utilities	Utilities
Planit Solutions	588716	\$2,525.00	\$2,525.00	6325	Non Tort Equip Maint	Computer Equipment
Riverside Hospitality	588725	\$99,797.98	\$99,797.98	6269	Natl Postsec Ag Stud	Other Company Servic
SAS Institute World Headq	588732	\$12,960.00	\$12,960.00	6324	Office Exec Dir, Ins	Computer Software

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Securitas Security Servic	588736	\$39,590.13	\$15,976.39	6261	Non Tort Security In	Contracted Security
			\$23,613.74	6261	Non Tort Security In	Contracted Security
Smith Body and Paint	588740	\$4,948.04	\$4,948.04	6322	Equipment Replacemen	Materials & Supplies
SpookShop.com Inc	588742	\$2,951.66	\$2,951.66	6322	Perkins-Equipment	Materials & Supplies
TIAA CREF Trust Company F	588750	\$2,930.36	\$2,930.36	5900	Office of the Presid	DMACC Paid Insurance
Triplett Office Essential	588753	\$3,500.00	\$3,500.00	6323	Equipment Replacemen	Minor Equipment
Weitz Company	588767	\$4,398.00	\$4,398.00	6100	Equip Replacement In	Maintenance of Groun
Wolin & Associates Inc	588773	\$7,768.00	\$7,768.00	6090	Equip Replacement In	Maintenance/Repair o
Kabel Business Services	588782	\$12,020.16	\$60.00	6269	Central Iowa Wrkfrce	Other Company Servic
			\$5,950.08	6268	Central Iowa Wrkfrce	Contracted Services-
			\$5,950.08	6268	Central Iowa Wrkfrce	Contracted Services-
			\$60.00	6269	Central Iowa Wrkfrce	Other Company Servic
DMACC HEA	588796	\$7,478.55	\$7,478.55	2272	Payroll Office	DMACC/HEA Dues Payab
ABC Virtual Communication	588809	\$3,750.00	\$2,000.00	6265	Non Tort Equip Maint	Software Service Agr
			\$1,750.00	6324	Economic Development	Computer Software
Agri Drain Corp	588813	\$3,456.95	\$307.07	6269	Agri Drain Corp-Mgt/	Other Company Servic
			\$3,149.88	6269	Agri Drain Corp-Job	Other Company Servic
Alldata	588817	\$4,875.00	\$975.00	6265	Non Tort Equip Maint	Software Service Agr
			\$975.00	6265	Non Tort Equip Maint	Software Service Agr
			\$975.00	6265	Non Tort Equip Maint	Software Service Agr

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	NUMBER		AMOUNT	NUMBER		
Alldata	588817	\$4,875.00	\$975.00	6265	Non Tort Equip Maint	Software Service Agr
			\$975.00	6265	Non Tort Equip Maint	Software Service Agr
American Heritage Life In	588822	\$3,489.58	\$386.94	2288	Payroll Office	Critical Illness Ins
			\$1,205.48	2286	Payroll Office	Accident Insurance P
			\$1,557.96	2287	Payroll Office	Cancer Insurance Pay
			\$339.20	2289	Payroll Office	Hospitalization Insu
Arnold Motor Supply	588826	\$5,092.88	\$10.97	6322	Heavy Diesel Equipme	Materials & Supplies
			\$7.11	6322	Heavy Diesel Equipme	Materials & Supplies
			\$6.42	6322	Heavy Diesel Equipme	Materials & Supplies
			\$72.08	6322	Heavy Diesel Equipme	Materials & Supplies
			\$107.99	6322	Heavy Diesel Equipme	Materials & Supplies
			\$138.43	6322	Heavy Diesel Equipme	Materials & Supplies
			\$1,259.96	6322	Heavy Diesel Equipme	Materials & Supplies
			\$184.25	6322	Heavy Diesel Equipme	Materials & Supplies
			\$39.80	6322	Heavy Diesel Equipme	Materials & Supplies
			\$78.84	6322	Heavy Diesel Equipme	Materials & Supplies
			\$51.98	6322	Story County Academy	Materials & Supplies
			\$27.48	6322	Continuing Ed, Manuf	Materials & Supplies
			\$35.02	6322	Story County Academy	Materials & Supplies
			\$53.34	6322	Story County Academy	Materials & Supplies
			\$33.99	6322	Building Rental for	Materials & Supplies
			\$69.55	6322	Building Rental for	Materials & Supplies
			\$9.84	6511	Auto Mechanics	Purchases for Resale
			\$66.72	6511	Auto Mechanics	Purchases for Resale
			\$115.88	6511	Auto Mechanics	Purchases for Resale
			\$85.03	6511	Auto Mechanics	Purchases for Resale
\$29.03	6511	Auto Mechanics	Purchases for Resale			
\$170.94	6511	Auto Mechanics	Purchases for Resale			
\$8.19	6511	Auto Mechanics	Purchases for Resale			

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Arnold Motor Supply	588826	\$5,092.88	\$13.89	6511	Auto Mechanics	Purchases for Resale
			\$3.60	6511	Auto Mechanics	Purchases for Resale
			\$33.20	6511	Auto Mechanics	Purchases for Resale
			\$47.88	6511	Auto Mechanics	Purchases for Resale
			\$3.79	6511	Auto Mechanics	Purchases for Resale
			\$56.28	6511	Auto Mechanics	Purchases for Resale
			\$11.54	6511	Auto Mechanics	Purchases for Resale
			\$191.88	6511	Auto Mechanics	Purchases for Resale
			\$263.53	6511	Auto Mechanics	Purchases for Resale
			\$22.80	6511	Auto Mechanics	Purchases for Resale
			\$88.39	6511	Auto Mechanics	Purchases for Resale
			\$128.09	6511	Auto Mechanics	Purchases for Resale
			\$15.94	6511	Auto Mechanics	Purchases for Resale
			\$157.68	6511	Auto Mechanics	Purchases for Resale
			\$918.29	6511	Auto Mechanics	Purchases for Resale
			\$190.16	6511	Auto Mechanics	Purchases for Resale
			\$49.00	6511	Auto Mechanics	Purchases for Resale
			\$75.00	6511	Auto Mechanics	Purchases for Resale
			\$5.32	6511	Auto Mechanics	Purchases for Resale
			\$0.32	6511	Auto Mechanics	Purchases for Resale
			\$20.50	6511	Auto Mechanics	Purchases for Resale
			\$8.05	6511	Auto Mechanics	Purchases for Resale
-\$13.89	6511	Auto Mechanics	Purchases for Resale			
-\$11.52	6511	Auto Mechanics	Purchases for Resale			
-\$18.00	6511	Auto Mechanics	Purchases for Resale			
\$97.40	6322	Building Rental for	Materials & Supplies			
\$59.36	6511	Auto Mechanics	Purchases for Resale			
\$11.56	6322	Story County Academy	Materials & Supplies			
Baker and Taylor Books	588830	\$8,616.02	\$5,893.87	6310	Equip Replacement Li	Library Books/Electr
			\$2,722.15	6310	Equip Replacement Li	Library Books/Electr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Borchardt, Skylar	588839	\$2,517.77	\$168.81	6480	Iowa FCCLA	Travel-In State
			\$2,348.96	6322	Iowa FCCLA	Materials & Supplies
CampusEAI	588849	\$4,850.00	\$4,850.00	6269	Technical Update Equ	Other Company Servic
CIT Charters Inc	588864	\$2,930.50	\$1,112.75	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,817.75	6420	Office of Exec Dean,	Vehicle Materials an
DART	588881	\$3,628.00	\$4,760.00	6511	Ticket Sales	Purchases for Resale
			-\$3,124.00	6511	Ticket Sales	Purchases for Resale
			\$4,760.00	6511	Ticket Sales	Purchases for Resale
			-\$2,768.00	6511	Ticket Sales	Purchases for Resale
Davis Brown Koehn Shors a	588882	\$13,019.10	\$2,868.00	6013	Student Center Proje	Legal Fees
			\$1,133.00	6013	Office of Sr VP, Bus	Legal Fees
			\$5,958.10	6013	Economic Development	Legal Fees
			\$782.00	6013	Economic Development	Legal Fees
			\$1,802.00	6013	Office of Sr VP, Bus	Legal Fees
			\$476.00	6013	Office of Sr VP, Bus	Legal Fees
Days Inn	588884	\$4,558.40	\$2,217.60	6269	Continuing Ed, 2 Day	Other Company Servic
			\$2,340.80	6269	Continuing Ed, 2 Day	Other Company Servic
Des Moines Steel Fence Co	588890	\$5,870.00	\$5,870.00	6930	Office of Exec Dean,	Other Current Expens
DMACC Foundation	588896	\$2,725.00	\$2,725.00	6930	Hospitality Careers	Other Current Expens
DZ Services and Detailing	588898	\$3,325.00	\$565.00	6269	Transportation Insti	Other Company Servic
			\$525.00	6269	Transportation Insti	Other Company Servic
			\$2,235.00	6269	Transportation Insti	Other Company Servic
Farner Bocken Co	588905	\$3,231.67	\$1,501.86	6511	Cafeteria	Purchases for Resale

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Farner Bocken Co	588905	\$3,231.67	\$1,729.81	6511	Cafeteria	Purchases for Resale
Gravitec Systems Inc	588915	\$2,693.08	\$2,693.08	6322	Manufacturing Techno	Materials & Supplies
Heartland Finishes Inc	588921	\$9,000.00	\$9,000.00	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
Hewlett Packard	588922	\$11,175.71	-\$1,585.37	6323	Equipment Replacemen	Minor Equipment
			-\$1,204.28	6323	Equipment Replacemen	Minor Equipment
			\$2,330.16	6322	Technical Update Equ	Materials & Supplies
			\$403.20	6265	Non Tort Equip Maint	Software Service Agr
			\$11,232.00	6323	Student Support Serv	Minor Equipment
Holiday Inn	588930	\$19,391.89	\$1,189.48	6220	Iowa FCCLA	Rental of Equipment
			\$17,382.74	6321	Iowa FCCLA	Food
			\$819.67	6210	Iowa FCCLA	Rental of Buildings
Holiday Inn Downtown	588931	\$3,964.80	\$1,982.40	6321	Continuing Ed, 2 Day	Food
			\$1,982.40	6321	Continuing Ed, 2 Day	Food
Indian Hills Community Co	588938	\$38,378.45	\$10,580.16	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$20.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$39.78	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$647.97	6480	Iowa Adv Manufacturi	Travel-In State
			\$27,090.54	6951	Iowa Adv Manufacturi	TAACT Salaries
Iowa Association of Commu	588942	\$18,700.00	\$18,700.00	6269	Office of the Presid	Other Company Servic
Iowa Association of Commu	588943	\$5,000.00	\$5,000.00	6269	Other General Instit	Other Company Servic
Iowa Lakes Community Coll	588946	\$40,693.31	\$16,019.60	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$8,300.40	6952	Iowa Adv Manufacturi	TAACT Fringes

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Iowa Lakes Community Coll	588946	\$40,693.31	\$16,373.31	6951	Iowa Adv Manufacturi	TAACT Salaries
Iowa State University / C	588948	\$4,855.78	\$1,764.20	6269	Quality Assurance Tr	Other Company Servic
			\$1,767.54	6269	Quality Assurance Tr	Other Company Servic
			\$1,324.04	6269	Quality Assurance Tr	Other Company Servic
IP Pathways	588951	\$17,277.12	\$5,752.00	6265	Non Tort Equip Maint	Software Service Agr
			\$11,525.12	6265	Campus Communication	Software Service Agr
Kirkwood Community Colleg	588961	\$32,928.35	\$4,338.52	6269	Iowa Adv Manufacturi	Other Company Servic
			\$4,660.45	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$46.76	6480	Iowa Adv Manufacturi	Travel-In State
			\$29.15	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$23,911.77	6951	Iowa Adv Manufacturi	TAACT Salaries
Laerdal Medical Corp	588965	\$8,116.53	\$8,116.53	6322	WTED - Nursing	Materials & Supplies
Martin Brothers Distribut	588977	\$4,085.40	\$652.45	6511	Cafeteria	Purchases for Resale
			-\$27.80	6511	Cafeteria	Purchases for Resale
			\$609.00	6511	Cafeteria	Purchases for Resale
			\$569.96	6511	Cafeteria	Purchases for Resale
			-\$77.54	6511	Cafeteria	Purchases for Resale
			\$1,017.17	6511	Cafeteria	Purchases for Resale
			\$597.49	6511	Cafeteria	Purchases for Resale
			\$744.67	6511	Cafeteria	Purchases for Resale
MidAmerican Energy Co	588986	\$4,190.64	\$3,091.97	6190	Plant Operations - S	Utilities
			\$897.07	6190	Plant Operations - S	Utilities
			\$191.33	6190	Building Rental for	Utilities
			\$10.27	6190	Dallas County Farm O	Utilities
MJC Interiors	588994	\$6,879.00	\$6,879.00	6323	Equipment Replacemen	Minor Equipment

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Neesvigs Inc	589000	\$2,591.05	\$236.40	6518	Hospitality Careers	Gourmet Dinners
			\$1,272.93	6518	Hospitality Careers	Gourmet Dinners
			\$720.25	6518	Hospitality Careers	Gourmet Dinners
			\$199.77	6519	Bistro	College Inn
			\$59.70	6519	Bistro	College Inn
			\$102.00	6519	Bistro	College Inn
North Iowa Area Community	589008	\$121,810.16	\$553.61	6480	Iowa Adv Manufacturi	Travel-In State
			\$94,646.68	6930	Iowa Adv Manufacturi	Other Current Expens
			\$13,461.99	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$5,486.04	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$6,473.58	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$1,188.26	6269	Iowa Adv Manufacturi	Other Company Servic
Okoboji Wines	589013	\$2,821.80	\$2,821.80	6930	Beverage Account	Other Current Expens
Patterson Dental Supply I	589021	\$2,821.52	\$428.50	6060	Veterinary Techician	Maintenance/Repair o
			\$203.65	6322	Dental Hygiene	Materials & Supplies
			\$91.50	6322	Dental Hygiene	Materials & Supplies
			\$84.50	6322	Dental Hygiene	Materials & Supplies
			\$1,193.40	6322	Dental Hygiene	Materials & Supplies
			\$567.44	6322	Dental Hygiene	Materials & Supplies
			\$105.00	6060	Veterinary Techician	Maintenance/Repair o
			\$147.53	6322	Dental Hygiene	Materials & Supplies
Ramco LLC	589036	\$4,616.98	\$348.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$2,812.00	6322	Office of Exec Dean,	Materials & Supplies
			\$1,456.98	6120	Office of Exec Dean,	Printing/Reproductio
Ryan Miller	589048	\$5,238.55	\$5,238.55	6060	Motorcycle and Moped	Maintenance/Repair o
Shive Hattery Inc	589056	\$231,435.60	\$29,850.95	6019	Building 7 Expansion	Prof Svcs-Individual

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Shive Hattery Inc	589056	\$231,435.60	\$201,584.65	6019	Building 7 Expansion	Prof Svcs-Individual
Storey Kenworthy	589062	\$10,628.56	\$7.46	6322	Continuing Ed, Gener	Materials & Supplies
			\$98.56	6322	Office of Exec Dir,	Materials & Supplies
			\$252.34	6322	Evening & Weekend	Materials & Supplies
			\$190.49	6322	Equipment Replacemen	Materials & Supplies
			\$30.26	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$16.96	6322	Dietary Management	Materials & Supplies
			\$604.74	6322	Continuing Ed, Drink	Materials & Supplies
			\$47.65	6322	Developmental Educat	Materials & Supplies
			\$133.41	6322	Office of Exec Dean,	Materials & Supplies
			\$565.61	6322	Office of Exec Dean,	Materials & Supplies
			\$25.36	6322	Office of Exec Dean,	Materials & Supplies
			\$40.99	6322	Office of Exec Dean,	Materials & Supplies
			\$217.59	6322	Other General Instit	Materials & Supplies
			\$218.88	6322	Equip Replacement He	Materials & Supplies
			\$33.50	6322	Child Care	Materials & Supplies
			\$53.20	6322	Office of the Dir, P	Materials & Supplies
			\$507.03	6322	Office of Dean, Indu	Materials & Supplies
			\$335.14	6322	Office of Exec Dean,	Materials & Supplies
			\$416.15	6322	Dean, Business & Inf	Materials & Supplies
			\$90.69	6322	Office of Controller	Materials & Supplies
			\$81.73	6322	Office of Dean, Heal	Materials & Supplies
			\$447.61	6322	Office of Exec Dir,	Materials & Supplies
			\$114.31	6322	Business Office	Materials & Supplies
			\$115.26	6322	Auto Service	Materials & Supplies
			\$363.54	6322	Arts and Sciences	Materials & Supplies
			\$10.32	6322	Agri Business	Materials & Supplies
			\$414.26	6322	Urban Academic Achie	Materials & Supplies
			\$132.08	6322	Equipment Replacemen	Materials & Supplies
			\$31.76	6322	Student Support Serv	Materials & Supplies

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Storey Kenworthy	589062	\$10,628.56	\$277.03	6322	Corrections-Mitchell	Materials & Supplies
			\$396.16	6322	AEFLA-ABE Other Leve	Materials & Supplies
			\$387.86	6322	WTED - Nursing	Materials & Supplies
			\$286.72	6322	Workforce Training C	Materials & Supplies
			\$80.69	6322	WLAN Support	Materials & Supplies
			\$47.38	6322	Veterinary Techician	Materials & Supplies
			\$122.03	6322	Transportation Insti	Materials & Supplies
			\$166.94	6322	Office of Dir, Stude	Materials & Supplies
			\$126.64	6322	Office of Dir, Finan	Materials & Supplies
			\$39.99	6322	Office of Sr VP, Aca	Materials & Supplies
			\$145.92	6322	Student Services	Materials & Supplies
			\$360.89	6322	Student Services	Materials & Supplies
			\$128.82	6322	Softskills Training	Materials & Supplies
			\$22.02	6322	Social/Behavioral Sc	Materials & Supplies
			\$339.20	6322	Recruiting-Program D	Materials & Supplies
			\$192.52	6322	Program Development	Materials & Supplies
			\$214.78	6322	On-site Wastewater T	Materials & Supplies
			\$178.79	6322	Certified Nursing As	Materials & Supplies
			\$275.34	6322	Motorcycle and Moped	Materials & Supplies
			\$141.14	6322	Office of Dir, Marke	Materials & Supplies
			\$157.05	6322	Medical Assistant	Materials & Supplies
			\$112.13	6322	Library	Materials & Supplies
			\$614.82	6322	Information Systems	Materials & Supplies
\$49.39	6322	IES-Des Moines	Materials & Supplies			
\$27.08	6322	Office of Exec Dir,	Materials & Supplies			
\$140.35	6322	Continuing Ed, Healt	Materials & Supplies			
Tri City Ag Supply	589066	\$18,132.42	\$18,132.42	6322	Dallas County Farm O	Materials & Supplies
Visiting Nurse Services	589082	\$2,828.80	\$2,828.80	6269	Noncustodial Parent	Other Company Servic
Wolin & Associates Inc	589101	\$17,755.00	\$5,995.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o

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VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Wolin & Associates Inc	589101	\$17,755.00	\$3,880.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
			\$3,010.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
			\$4,870.00	6090	Ankeny Dept Moves-Bl	Maintenance/Repair o
Xerox Corp	589102	\$3,001.28	\$518.50	7120	Duplicating Services	Lease Purchase Equip
			\$176.13	7120	Duplicating Services	Lease Purchase Equip
			\$1,064.30	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,242.35	6322	Duplicating Services	Materials & Supplies
Your Clear Next Step LLC	589103	\$2,843.25	\$1,156.25	6015	Softskills Training	Consultant's Fees
			\$1,100.00	6015	Softskills Training	Consultant's Fees
			\$462.00	6015	Softskills Training	Consultant's Fees
			\$125.00	6015	Softskills Training	Consultant's Fees
Ahlers and Cooney PC	589147	\$6,238.47	\$2,044.00	6013	Office of Sr VP, Bus	Legal Fees
			\$1,776.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,418.47	6013	Office of Sr VP, Bus	Legal Fees
Alliance Connect	589153	\$6,840.00	\$6,840.00	6150	Campus Communication	Communications
Ames Chamber of Commerce	589156	\$10,750.00	\$10,750.00	6269	Office of Sr VP, Aca	Other Company Servic
Ames Municipal Utilities	589157	\$3,860.40	\$3,860.40	6190	Plant Operations, St	Utilities
Badding Winker Partnershi	589163	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Baker and Taylor Books	589165	\$3,217.44	\$1,599.29	6310	Equip Replacement Li	Library Books/Electr
			\$31.31	6310	Equip Replacement Li	Library Books/Electr
			\$784.29	6310	Equip Replacement Li	Library Books/Electr
			\$802.55	6310	Equip Replacement Li	Library Books/Electr
Cambium Learning Inc	589181	\$4,000.00	\$4,000.00	6265	Non Tort Equip Maint	Software Service Agr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CDW Government Inc	589186	\$4,886.63	\$3,067.33	6323	Data Processing	Minor Equipment
			\$68.00	6265	Equip Replacement We	Software Service Agr
			\$1,751.30	6323	Technical Update Equ	Minor Equipment
Christophers Inc	589192	\$4,341.60	\$4,341.60	6321	ASEP Auto	Food
Clear Channel Outdoor Inc	589196	\$4,650.00	\$3,150.00	6110	Office of Dir, Marke	Information Services
			\$1,500.00	6120	Office of Dir, Marke	Printing/Reproductio
Concrete Contracting Comp	589201	\$22,112.75	\$22,112.75	6100	Office of the Dir, P	Maintenance of Groun
Courtyard by Marriott	589205	\$2,679.73	\$2,679.73	6321	ASSET Auto/Ford	Food
Dallas County Treasurer	589213	\$33,400.84	\$1,104.00	6210	Dallas County Farm O	Rental of Buildings
			\$293.58	6210	Dallas County Farm O	Rental of Buildings
			\$30,746.50	6210	Dallas County Farm O	Rental of Buildings
			\$1,044.44	6210	Dallas County Farm O	Rental of Buildings
			\$212.32	6210	Dallas County Farm O	Rental of Buildings
Davis Brown Koehn Shors a	589215	\$8,675.50	\$4,843.00	6013	Office of Sr VP, Bus	Legal Fees
			\$3,832.50	6013	Office of Sr VP, Bus	Legal Fees
Eagle Electric Inc	589231	\$4,482.01	\$971.42	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
			\$3,510.59	6090	Ankeny Dept Moves-B1	Maintenance/Repair o
First Choice Distribution	589241	\$6,654.79	\$751.16	6410	Physical Plant Wareh	Janitorial Materials
			\$43.00	6410	Physical Plant Opera	Janitorial Materials
			\$315.56	6410	Plant Operations - S	Janitorial Materials
			\$1,437.65	6410	Physical Plant Opera	Janitorial Materials
			\$4,107.42	6410	Physical Plant Opera	Janitorial Materials
Hartford Insurance	589263	\$22,159.00	\$22,159.00	6180	Non Tort Insurance	Insurance

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Business System	589268	\$114,956.85	\$23,758.99	6265	Non Tort Equip Maint	Software Service Agr
			\$6,297.00	6323	Technical Update Equ	Minor Equipment
			\$79,875.85	6323	Technical Update Equ	Minor Equipment
			\$1,267.35	6323	Campus Communication	Minor Equipment
			\$3,757.66	6322	Campus Communication	Materials & Supplies
Humped Dumped Pumped Cons	589279	\$5,725.00	\$5,725.00	7800	Boone Softball Field	Other Structures and
Integrity Test and Balanc	589286	\$3,930.00	\$3,930.00	6019	Building 7 Expansion	Prof Svcs-Individual
Intensitee Inc	589287	\$2,583.35	\$1,978.35	6322	Cross County Booster	Materials & Supplies
			\$605.00	6322	Cross County Booster	Materials & Supplies
Iowa Speedway	589291	\$7,500.00	\$2,500.00	6110	Office of Dir, Marke	Information Services
			\$3,125.00	6110	Economic Development	Information Services
			\$1,875.00	6322	Program Development	Materials & Supplies
Iowa State University	589294	\$23,777.40	\$23,777.40	6268	Iowa Adv Manufacturi	Contracted Services-
Iowa State University	589295	\$3,815.32	\$1,907.66	6269	Livestock Judging Cl	Other Company Servic
			\$1,907.66	6269	Livestock Judging Cl	Other Company Servic
Iowa Valley Community Col	589296	\$40,295.68	\$9,376.75	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$17,376.37	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$8,055.00	6269	Iowa Adv Manufacturi	Other Company Servic
			\$171.36	6480	Iowa Adv Manufacturi	Travel-In State
			\$5,316.20	6322	Iowa Adv Manufacturi	Materials & Supplies
James Mardock	589300	\$3,822.52	\$3,822.52	6015	Buildings Equipment	Consultant's Fees
JE Dunn	589301	\$86,239.75	\$86,239.75	6090	Student Center Proje	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
JM Subs LLC	589304	\$2,772.50	\$160.00	6321	Student Activities	Food
			\$80.00	6321	Earth Week	Food
			\$320.00	6321	Work-Based Learning	Food
			\$2,212.50	6269	Vending-West Campus	Other Company Servic
Lincoln National Life Ins	589328	\$57,928.70	\$17,831.86	2253	Payroll Office	Basic Life Insurance
			\$6,350.76	2255	Payroll Office	ST Disability - A In
			\$4,863.70	2256	Payroll Office	ST Disability - B In
			\$8,547.35	2257	Payroll Office	Emp Opt Life Ins Pay
			\$15,927.03	2254	Payroll Office	Long Term Disability
			\$2,861.20	2258	Payroll Office	Spouse Opt Life Ins
			\$1,546.80	2259	Payroll Office	Dep Supp Life Ins Pa
Lynn Peavey Company	589331	\$2,790.30	\$2,790.30	6322	Perkins-Equipment	Materials & Supplies
Midwest Office Technology	589343	\$9,574.86	\$1,272.85	6120	Graphic Design	Printing/Reproductio
			\$8,302.01	6322	WLAN Support	Materials & Supplies
Multivista	589348	\$14,510.00	\$12,510.00	6019	Student Center Proje	Prof Svcs-Individual
			\$2,000.00	6019	Building 7 Expansion	Prof Svcs-Individual
National Curriculum & Tra	589350	\$6,640.08	\$6,640.08	6520	Driver Improvement B	Purchases for Resale
New Century FS Inc	589351	\$2,536.86	\$2,536.86	6420	Grounds	Vehicle Materials an
Northeast Iowa Community	589353	\$56,532.80	\$33,982.35	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$7,606.61	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$527.52	6480	Iowa Adv Manufacturi	Travel-In State
			\$6,389.31	6269	Iowa Adv Manufacturi	Other Company Servic
			\$8,027.01	6952	Iowa Adv Manufacturi	TAACT Fringes
Quick Fuel	589371	\$3,708.65	\$3,708.65	6420	Transportation Insti	Vehicle Materials an

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Reserve Account	589375	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Reynolds & Reynolds Inc	589377	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Securitas Security Servic	589383	\$41,328.12	\$16,819.40	6261	Non Tort Security In	Contracted Security
			\$24,261.82	6261	Non Tort Security In	Contracted Security
			\$246.90	6261	Non Tort Security In	Contracted Security
Singlewire Software	589387	\$13,520.00	\$13,520.00	6265	Non Tort Equip Maint	Software Service Agr
Southwestern Community Co	589392	\$20,054.02	\$9,414.10	6269	Iowa Adv Manufacturi	Other Company Servic
			\$10,335.89	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$304.03	6322	Iowa Adv Manufacturi	Materials & Supplies
Springshare LLC	589393	\$4,572.00	\$4,572.00	6269	Equip Replacement Li	Other Company Servic
Waste Mgmt of Iowa Corp.	589421	\$3,999.00	\$281.96	6030	Physical Plant Opera	Custodial Services
			\$83.28	6030	Plant Operations - E	Custodial Services
			\$91.06	6030	Physical Plant Opera	Custodial Services
			\$313.13	6030	Plant Operations - S	Custodial Services
			\$3,229.57	6030	Custodial	Custodial Services
Western Iowa Technical Co	589424	\$86,478.32	\$9,666.45	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$17,620.19	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$40,648.76	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$18,542.92	6930	Iowa Adv Manufacturi	Other Current Expens
Wex Bank	589425	\$10,228.01	\$1,388.41	6420	Program Development	Vehicle Materials an
			\$75.22	6420	Physical Plant Opera	Vehicle Materials an
			\$145.95	6420	Physical Plant Opera	Vehicle Materials an
			\$384.34	6420	Plant Operations - S	Vehicle Materials an

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wex Bank	589425	\$10,228.01	\$141.18	6420	Physical Plant Opera	Vehicle Materials an
			\$194.01	6420	Physical Plant Opera	Vehicle Materials an
			\$474.21	6420	Non Tort Security In	Vehicle Materials an
			\$264.34	6420	Non Tort Security In	Vehicle Materials an
			\$54.84	6420	Occupational Safety	Vehicle Materials an
			\$35.91	6420	Transportation	Vehicle Materials an
			\$2,978.26	6420	Vehicle Pool	Vehicle Materials an
			\$266.39	6420	Warren County Career	Vehicle Materials an
			\$150.85	6420	WLAN Support	Vehicle Materials an
			\$127.59	6420	Office of Exec Dean,	Vehicle Materials an
			\$279.17	6420	Agri Business	Vehicle Materials an
			\$172.93	6420	Office of the Dir, P	Vehicle Materials an
			\$102.69	6420	Building Trades	Vehicle Materials an
			\$223.95	6420	Office of Exec Dean,	Vehicle Materials an
			\$57.76	6420	Office of Exec Dean,	Vehicle Materials an
			\$29.86	6420	Economic Development	Vehicle Materials an
			\$1,206.89	6420	Grounds	Vehicle Materials an
			\$67.71	6420	Mail Service	Vehicle Materials an
			\$1,301.15	6420	Mechanical Maintenan	Vehicle Materials an
			\$104.40	6420	Office of Dir, Marke	Vehicle Materials an
Wolin Electric	589431	\$23,514.21	\$23,514.21	6090	Student Center Proje	Maintenance/Repair o
Workman, William S.	589432	\$6,000.00	\$6,000.00	6015	WTED-General Exp	Consultant's Fees
Xerox Corp	589433	\$4,334.05	\$44.47	6322	Duplicating Services	Materials & Supplies
			\$334.30	6322	Duplicating Services	Materials & Supplies
			\$310.74	6322	Duplicating Services	Materials & Supplies
			\$271.83	6220	Duplicating Services	Rental of Equipment
			\$206.39	6220	Duplicating Services	Rental of Equipment
\$206.39	6220	Duplicating Services	Rental of Equipment			

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Xerox Corp	589433	\$4,334.05	\$649.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$824.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$50.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$427.76	6220	Duplicating Services	Rental of Equipment
			\$580.85	6220	Duplicating Services	Rental of Equipment
			\$428.32	6220	Duplicating Services	Rental of Equipment
Iowa Workforce Developmen	589443	\$3,396.06	\$584.93	6150	WIA-Disability Emplo	Communications
			\$2,811.13	6150	IES-Des Moines	Communications
Nelson Development 10 LLC	589446	\$8,369.32	\$601.63	6030	IES-Des Moines	Custodial Services
			\$7,339.85	6210	IES-Des Moines	Rental of Buildings
			\$379.94	6210	Workforce Services	Rental of Buildings
			\$47.90	6030	Workforce Services	Custodial Services
DMACC HEA	589462	\$7,478.55	\$7,478.55	2272	Payroll Office	DMACC/HEA Dues Payab
Airgas North Central	589479	\$4,774.66	-\$9.25	6322	Perry Operations	Materials & Supplies
			\$230.53	6322	WTED - Welding	Materials & Supplies
			\$4,633.73	6323	Equipment Replacemen	Minor Equipment
			\$40.82	6322	WTED - Welding	Materials & Supplies
			\$9.00	6322	WTED - Welding	Materials & Supplies
			-\$892.37	6322	Perry Operations	Materials & Supplies
			\$21.84	6322	Perry Operations	Materials & Supplies
			\$97.95	6322	Perry Operations	Materials & Supplies
			\$248.45	6322	Perry Operations	Materials & Supplies
			\$20.46	6322	Perry Operations	Materials & Supplies
			\$373.50	6322	Perry Operations	Materials & Supplies
Association of Community	589493	\$6,615.00	\$6,615.00	6040	Board of Directors	Memberships
Baker and Taylor Books	589498	\$11,213.27	\$3,015.20	6310	Equip Replacement Li	Library Books/Electr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Baker and Taylor Books	589498	\$11,213.27	\$96.04	6310	Equip Replacement Li	Library Books/Electr
			\$1,128.44	6310	Equip Replacement Li	Library Books/Electr
			\$6,973.59	6310	Equip Replacement Li	Library Books/Electr
Baker Group Corp.	589499	\$4,610.20	\$4,610.20	6060	Mechanical Maintenanc	Maintenance/Repair o
CAEL	589513	\$11,316.00	\$11,316.00	6268	Iowa Adv Manufacturi	Contracted Services-
CBE Group Inc	589519	\$7,404.53	\$7,404.53	6780	Office of Controller	Collection Agency Ex
CDW Government Inc	589520	\$5,480.48	\$180.00	6323	Data Processing	Minor Equipment
			\$27.98	6323	Equip Replacement Ne	Minor Equipment
			\$4,396.85	6323	Equip Replacement In	Minor Equipment
			\$875.65	6323	Technical Update Equ	Minor Equipment
			\$342.12	6322	Equipment Replacemen	Materials & Supplies
			-\$342.12	6322	Equipment Replacemen	Materials & Supplies
Cenergistic Inc	589521	\$15,354.75	\$15,354.75	6019	Utilities	Prof Svcs-Individual
CenturyLink	589522	\$5,913.15	\$600.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$91.78	6150	Campus Communication	Communications
			\$44.60	6150	Equip Replacement Sc	Communications
			\$154.82	6150	Campus Communication	Communications
			\$188.56	6150	Campus Communication	Communications
			\$264.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CenturyLink	589522	\$5,913.15	\$507.00	6150	Communications	Communications
			\$62.17	6150	Campus Communication	Communications
			\$44.60	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$44.60	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$106.90	6150	Campus Communication	Communications
Copy Shop	589532	\$3,875.00	\$3,875.00	6930	Culinary Training in	Other Current Expens
FHEG Ankeny Bookstore #10	589553	\$4,373.07	\$133.54	2019	Follett Bookstore	Accounts Payable Acc
			\$58.25	6322	PACE Program 260H	Materials & Supplies
			\$99.00	2019	Follett Bookstore	Accounts Payable Acc
			\$36.50	2019	Follett Bookstore	Accounts Payable Acc
			\$12.72	6322	Student Services	Materials & Supplies
			\$363.25	6322	PACE Program 260H	Materials & Supplies
			\$63.68	6322	Office of Dean, Scie	Materials & Supplies
			\$759.00	6322	Gateway to College	Materials & Supplies
			\$109.62	6322	Non Tort Security In	Materials & Supplies
			\$18.45	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$90.81	6322	Real Time Court Repo	Materials & Supplies
			\$583.00	6322	Program Development	Materials & Supplies
			\$168.25	6322	Legal Assistant	Materials & Supplies
			\$7.18	6322	Office of Exec Dean,	Materials & Supplies
			\$92.33	6322	Office of Dean, Scie	Materials & Supplies
			\$102.08	6322	Office of Exec Dean,	Materials & Supplies
			\$4.76	6322	Dean, Business & Inf	Materials & Supplies
\$2.39	6322	Office of Exec Dean,	Materials & Supplies			
\$18.99	6322	Computer Aided Desig	Materials & Supplies			
\$221.60	6322	Architectural Drafti	Materials & Supplies			

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Des Moines Area Comm College
 List of checks over \$2,500.00 from 22-APR-2015 to 21-MAY-2015

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	589553	\$4,373.07	\$99.90	6322	Agri Business	Materials & Supplies
			\$51.50	6322	ESL Refugee Contract	Materials & Supplies
			\$11.67	6322	Student Services	Materials & Supplies
			\$1.90	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$250.50	6322	Program Development	Materials & Supplies
			\$204.25	6322	Office of Dir, Marke	Materials & Supplies
			\$226.00	6322	Mathematics & Scienc	Materials & Supplies
			\$62.46	6322	Developmental Educat	Materials & Supplies
			\$3.16	6322	Horticulture	Materials & Supplies
			\$18.38	6322	Civil Engineering Te	Materials & Supplies
			\$3.43	6322	Business Office	Materials & Supplies
			\$2.39	6322	Accounting	Materials & Supplies
			\$492.13	2019	Follett Bookstore	Accounts Payable Acc
Great Lakes Computer	589562	\$21,264.05	\$21,264.05	6323	Technical Update Equ	Minor Equipment
Haila Architecture Struct	589564	\$3,046.19	\$3,046.19	6012	Boone Expansion	Architect's Fees
Hammer Medical Supply	589566	\$4,759.32	\$4,759.32	6323	Equip Replacement He	Minor Equipment
Harold Pike Construction	589567	\$55,545.55	\$55,545.55	6090	Boone Expansion	Maintenance/Repair o
Hawkeye Community College	589570	\$82,310.94	\$990.34	6480	Iowa Adv Manufacturi	Travel-In State
			\$5,079.48	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$8,512.39	6269	Iowa Adv Manufacturi	Other Company Servic
			\$11,574.57	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$56,154.16	6951	Iowa Adv Manufacturi	TAACT Salaries
Heartland Area Education	589571	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Business System	589572	\$50,831.34	\$6,401.29	6265	Non Tort Equip Maint	Software Service Agr

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Des Moines Area Comm College
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VENDOR NAME	CHECK		TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER		
Heartland Business System	589572	\$50,831.34	\$21,520.64	6323	Technical Update Equ	Minor Equipment
			\$15,600.00	6269	Office of VP, Info S	Other Company Servic
			\$1,012.41	6322	Campus Communication	Materials & Supplies
			\$6,297.00	6323	Technical Update Equ	Minor Equipment
Hewlett Packard	589577	\$6,544.09	\$130.00	6323	Student Support Serv	Minor Equipment
			\$294.46	6323	Equip Replacement He	Minor Equipment
			\$900.88	6323	Information Systems	Minor Equipment
			\$22.34	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,594.48	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$114.21	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,487.72	6060	Non Tort Equip Maint	Maintenance/Repair o
Independent Public Adviso	589583	\$25,062.18	\$25,062.18	6014	Multiple Projects 45	Financial Serv Fees
Iowa Communications Netwo	589585	\$19,879.18	\$25.89	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$948.28	6150	Campus Communication	Communications
			\$19.14	6150	Campus Communication	Communications
			\$6,738.06	6150	Campus Communication	Communications
			\$28.89	6269	Office of Dean, Scie	Other Company Servic
			\$4,294.02	6269	Web Based Instructio	Other Company Servic
			\$106.89	6150	Campus Communication	Communications
			\$13.80	6150	Campus Communication	Communications
\$7,702.06	6150	Campus Communication	Communications			
Iowa Waste Reduction Cent	589592	\$26,402.32	\$26,402.32	6324	WTED-General Exp	Computer Software
Kanopy LLC	589596	\$7,550.00	\$5,390.00	6310	Library	Library Books/Electr
			\$2,160.00	6310	Equip Replacement Li	Library Books/Electr
Meadows Medical Supply LL	589614	\$2,694.00	\$2,694.00	6323	Equip Replacement He	Minor Equipment

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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
MidAmerican Energy Co	589617	\$5,577.67	\$81.04	6190	Plant Operations - E	Utilities
			\$5,475.13	6190	Plant Operations - E	Utilities
			\$21.50	6190	Plant Operations-Cap	Utilities
Midwest Office Technology	589618	\$4,635.80	\$4,635.80	6060	Non Tort Equip Maint	Maintenance/Repair o
Mythics Inc	589624	\$6,764.89	\$6,764.89	6265	Non Tort Equip Maint	Software Service Agr
Nelnet Business Solutions	589628	\$3,781.31	\$3,781.31	6269	Office of Controller	Other Company Servic
Pitney Bowes Inc	589645	\$4,229.15	\$4,229.15	6230	Mail Service	Postage and Expediti
Pokorny, Kevin J.	589647	\$2,500.00	\$2,500.00	6019	Softskills Training	Prof Svcs-Individual
Pro Cut International LLC	589650	\$8,475.00	\$8,475.00	6420	Equipment Replacemen	Vehicle Materials an
ProQuest	589651	\$7,545.00	\$7,545.00	6269	Library Automation	Other Company Servic
Remel Inc	589656	\$15,818.67	\$3,005.95	6322	Equip Replacement Sc	Materials & Supplies
			\$494.72	6322	Equip Replacement Sc	Materials & Supplies
			\$287.04	6322	Equip Replacement Sc	Materials & Supplies
			\$12,030.96	6322	Equip Replacement Sc	Materials & Supplies
SaylorCreek Sand Company	589660	\$4,458.62	\$4,458.62	6100	Student Center Proje	Maintenance of Groun
Securitas Security Servic	589664	\$41,469.28	\$23,886.30	6261	Non Tort Security In	Contracted Security
			\$16,919.00	6261	Non Tort Security In	Contracted Security
			\$663.98	6261	Non Tort Security In	Contracted Security
Southeastern Community Co	589675	\$45,126.66	\$31,216.42	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$810.47	6480	Iowa Adv Manufacturi	Travel-In State

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VENDOR NAME	CHECK		TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER		
Southeastern Community Co	589675	\$45,126.66	\$256.33	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$7,217.67	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$4,237.64	6268	Iowa Adv Manufacturi	Contracted Services-
			\$1,388.13	6269	Iowa Adv Manufacturi	Other Company Servic
Thomson West	589682	\$2,619.46	\$1,414.84	6310	Library	Library Books/Electr
			\$1,204.62	6310	Equip Replacement Li	Library Books/Electr
Treasurer State of Iowa	589685	\$119,791.81	\$119,791.81	6269	Completed 260E Accum	Other Company Servic
REPORT TOTAL			\$3,608,903.10			

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

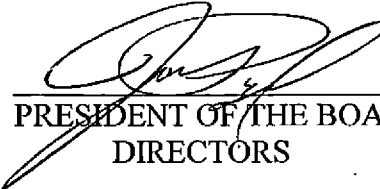
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND 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, 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 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 retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

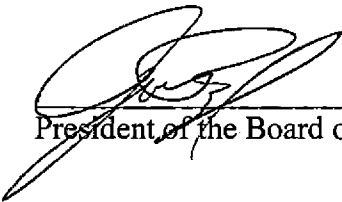
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 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 June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Auto-Jet Muffler Corporation, Clive, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

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

**ARTICLE III
PAYMENT AND SECURITY**

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

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

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Auto-Jet Muffler</u>
	<u>9550 Swanson Boulevard</u>
	<u>Clive, IA 50325</u>

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

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

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

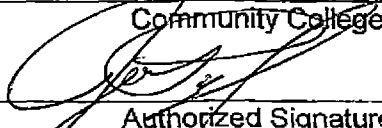
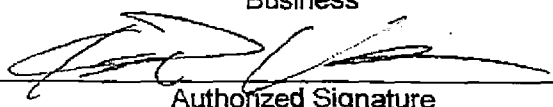
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may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

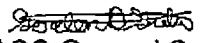
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

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

<u>Des Moines Area Community College</u> Community College	<u>Auto-Jet Muffler</u> Business
 Authorized Signature	 Authorized Signature
<u>Joe Powell, Board President</u> Type Name and Title	<u>Kelle Vos - General Manager</u> Type Name and Title
<u>2006 South Ankeny Blvd.</u>	<u>9550 Swanson Boulevard</u>
<u>Ankeny, IA 50023</u> Address	<u>Clive, IA 50325</u> Address
<u>6-8-15</u> Date	<u>5/8/15</u> Date

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Auto-Jet Muffler Corporation
Project #1**

April 13, 2015

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

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	\$20,750	\$15,552.50

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.

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.

II. Management/Supervisory Skills **\$7,900** **\$4,500**

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 **\$20,182.50** **\$25,000**

The training began 4/16/15 with completion anticipated by 4/16/17. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 15 unduplicated employees and will show, at the completion of the contract, \$9,098 in cash match. This match will be linked to the training as outlined in this plan.

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29,650
Administration Cost	\$4,447.50
Total Project Cost (training cost + administration cost)	\$34,097.50
Amount of Company Cash Match	\$9,098
EDA Award Amount (Maximum award is \$25,000)	\$25,000

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Chesnut Sign Company, 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 Chesnut Sign Company, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CHESNUT SIGN COMPANY, 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 Chesnut Sign Company, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

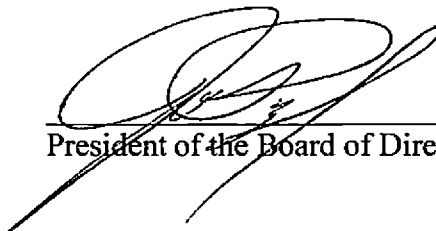
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 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 June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Chesnut Sign Company, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

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

**ARTICLE III
PAYMENT AND SECURITY**

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

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

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Employer: Chesnut Signs
971 E Broadway
Des Moines, IA 50313

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

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

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

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

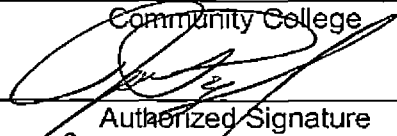
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

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

Des Moines Area Community College
Community College



Authorized Signature

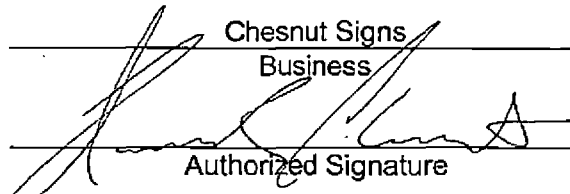
Joe Puzel, Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023
Address

6-8-15
Date

Chesnut Signs
Business



Authorized Signature

Donovan R. Chesnut, President
Type Name and Title

Donovan@chesnutsigns.com
Email Address

971 NE Broadway Ave

Des Moines, IA 50313
Address

5-14-15
Date

260F-4 (03/00) ~~Section 7.6~~
Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Chesnut Sign Company, Inc.
Project #2**

June 24, 2014

**Training Plan and Budget
For
Chesnut Signs
260F Project #2**

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

	Cost	260F Cost
I. Job Skill Training	\$29,650	\$20,552
<p>Safety Training – Chesnut will be conducting various safety Training. This could include but is not limited to: Crane Training and certification, UL training, OSHA safety training.</p> <p>Job Specific Training – Chesnut signs may also be doing Job specific training which could include but not limited To: welding and new product training.</p> <p>Sales Training – Chesnut has 3 sales people that they will be sending Through training to become better sales people</p>		
II. Management/Supervisory Skills	\$0	\$ 0
III. Materials and Supplies	\$0	\$0
IV. Administrative Costs	\$4,448	\$4,448
Total	\$34,098	\$25,000

The training began June 2014 with completion anticipated June 2016 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

SECTION 6. TRAINING PLAN

I. Training start date. 06/24/2014

II. Training end date. 06/24/2016

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

5

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Safety Training	7,000	3	Value of Wages & Benefits	15,000
			Value of Facilities	
Job Specific Training – welding and product	10,000	2	Value of Equipment:	
Sales Training	12,650	2	Value of Supplies	
			Other:	
			Total In-Kind Match	15,000
Total Training Cost	29,650			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 4,448
Total Project Cost (training cost + administration cost)	\$34,098
Amount of Company Cash Match	\$9,098
EDA Award Amount (Maximum award is \$25,000)	\$25,000

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND MBS GENETICS, L.L.C.

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

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

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

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

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

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

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

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

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 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 June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and MBS Genetics, L.L.C., Story City, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

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

**ARTICLE III
PAYMENT AND SECURITY**

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

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

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Employer: MBS Genetics, LLC
225 West 1st St.
Story City, IA 50248

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

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

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

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

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

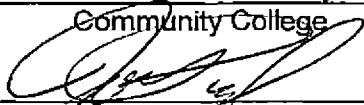
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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


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

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

Des Moines Area Community College
Community College

MBS Genetics, LLC
Business


Authorized Signature


Authorized Signature

Joe Puzel, Board President
Type Name and Title

Scott Saienga, Production Manager
Type Name and Title

ssaienga@mbsgenetics.com
Email Address

2006 South Ankeny Blvd.

225 West 1st Str

Ankeny, IA 50023
Address

Stary City Ia 50248
Address

6-8-15
Date

5/11/2015
Date

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**MBS Genetics, L.L.C.
Project #4**

July 31, 2014

**Training Plan And Budget
For
MBS Genetics, Inc.**

260F Project #4

The following Training Plan reflects the expected training activities for MBS Genetics. The company will document the names and social security numbers of the employees who receive training, and will keep track of the 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.

	Total Cost	260F Cost
I. Job Skill Training	\$29,650	\$20,552

The following activities are intended to assist employees of MBS Genetics to improve their knowledge and practice of Computer Skills, Management/Leadership skills, Professional Skill Development, Business Specific and Technical Training, Continuous Improvement, and Safety skills:

- Computer Skills training to be provided by DMACC and/or outside vendors. May include Microsoft products training as well as business-specific software training.
- Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, communication skills, project management, time management, coaching and counseling, sales and customer service, and/or negotiation skills.

MBS Genetics (continued)

- DMACC and/or outside vendors to provide safety related training to help MBS Genetics promote a safe work environment. May include OSHA training.
- Classes, seminars, and training related to Business Specific and Technical training. May include warehouse management and inventory control.
- DMACC and/or outside vendors to provide Continuous Improvement training. May include Lean Operations, ISO, Workplace Lean, and/or Kaizen.
- Classes, seminars, and training to develop the organization's leadership. Providers of training may include DMACC and/or other outside vendors. Training may include, but is not limited to, presentation skills, listening skills, negotiation skills, conflict management skills, communication skills, time management, project management, coaching and counseling, strategic planning and/or leadership development.

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or MBS Genetics' cash match.

IV. DMACC Project Management Fee

	\$ 4,448	\$ 4,448
Totals:	\$34,098	\$25,000

Training will begin on May 15, 2015 with completion anticipated for May 15, 2017. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

Des Moines, Iowa
June 8, 2015

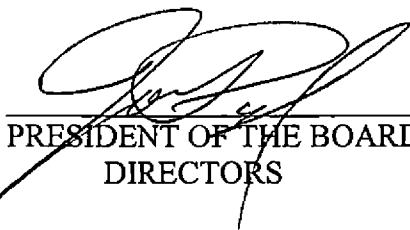
The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Kansas City Sausage Company, LLC d/b/a Pine Ridge Farms. 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 Kansas City Sausage Company, LLC d/b/a Pine Ridge Farms." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND KANSAS CITY SAUSAGE COMPANY, LLC D/B/A PINE RIDGE FARMS.

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 Kansas City Sausage Company, LLC d/b/a Pine Ridge Farms (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

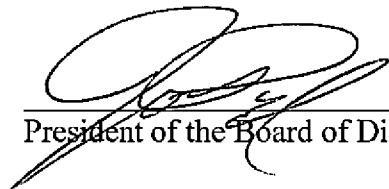
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 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 June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Kansas City Sausage Company, LLC dba Pine Ridge Farms, Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

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

**ARTICLE III
PAYMENT AND SECURITY**

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

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

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Economic Development Authority are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Employer: Pine Ridge Farms
1800 E Maury
Des Moines, IA 50309

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

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

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

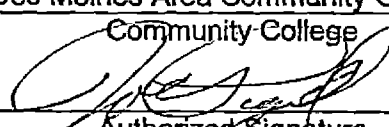
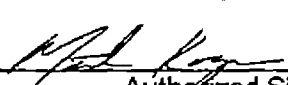
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may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

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

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

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

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

<u>Des Moines Area Community College</u> <u>Community College</u>  <u>Authorized Signature</u> <u>Joe Puel, Board President</u> <u>Type Name and Title</u>	<u>Pine Ridge Farms</u> <u>Business</u>  <u>Authorized Signature</u> <u>Matthew Keppman - CFO</u> <u>Type Name and Title</u> <u>m.keppman@prfarm.com</u> <u>Email Address</u>
<u>2006 South Ankeny Blvd.</u>	<u>1800 Maury St</u>
<u>Ankeny, IA 50023</u> <u>Address</u>	<u>Des Moines, IA 50317</u> <u>Address</u>
<u>6-8-15</u> <u>Date</u>	<u>5/1/15</u> <u>Date</u>

260F-4 (03/00) ~~Section 7.6~~
Approved as to Form 08/26/96 by DMACC General Counsel

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Kansas City Sausage Company, LLC
dba
Pine Ridge Farms
Project #2**

July 31, 2014

**Training Plan and Budget
For Pine Ridge Farms
260F Project #2**

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

	Cost	260F Cost
I. Job Skill Training	\$19,650	\$19,650
<p>ESL Training – This will help non-English speaking Workers to better communicate with co-workers And supervisors.</p>		
II. Management/Supervisory Skills	10,000	\$1600
<p>Communication skills for first level supervisors. Skill Topics could include, but not limited to giving and Receiving feedback, listening skills, and active communication</p>		
III. Materials and Supplies		
IV. Administrative Costs	\$ 3,750	\$3,750
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
Total	\$33,400.00	\$25,000

The training began July 31, 2014 with completion anticipated by July 29, 2016. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 60 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 7/31/14

II. Training end date. 7/31/16

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

60

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.**

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>Position Title</i>	<i>Average Wage</i>
ESL Training	19,650	60	Production worker	
Leadership Training	10,000	10	Line Supervisor	
Total Training Cost	29,650			

<i>In-Kind Match</i>	
<i>Value of Wages & Benefits</i>	10,000
<i>Value of Facilities</i>	
<i>Value of Equipment:</i>	
<i>Value of Supplies</i>	
<i>Other:</i>	
Total In-Kind Match	10,000

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29,650
Administration Cost	\$4,448
Total Project Cost (training cost + administration cost)	\$34,098
Amount of Company Cash Match	\$9,098
EDA Award Amount (Maximum award is \$25,000)	\$25,000

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND BELL BROTHERS HEATING AND AIR CONDITIONING, 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 Bell Brothers Heating and Air Conditioning, 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 \$15,000; and

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

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

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

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

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of June, 2015.



President of the Board of Directors

ATTEST:

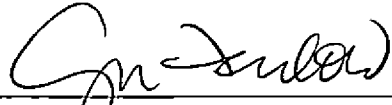


Secretary of the Board of Directors

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 June 8, 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 8th day of June, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Bell Brothers Heating and Air Conditioning, Inc., Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$15,000, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Bell Brothers Heating and Air Conditioning, Inc.
2822 6th Ave.
Des Moines, IA 50313

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

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

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

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

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

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

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

Des Moines Area Community College
Community College

Bell Brothers Heating and Air Conditioning
Business


Authorized Signature


Authorized Signature

Joe Prael Board President
Type Name and Title

Charles J. Gossard, President
Type Name and Title

chuck@bellbrothers.com
Email Address

2006 South Ankeny Blvd.

2822 6th Ave.

Ankeny, IA 50023
Address

Des Moines, IA 50313
Address

6-8-15
Date

5-7-15
Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Bell Brothers Heating and Air Conditioning, Inc.
Project #1**

March 2, 2015

SECTION 6. TRAINING PLAN

I. Training start date.	<u>3/2/3015</u>
II. Training end date.	<u>3/2/2017</u>
Note- Training plans can be written for a maximum of two years	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>25</u>

TRAINING ACTIVITIES TO BE PROVIDED

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

● **Attach a detailed description for each training activity.**

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job skills training: The following training activities are intended to assist employees of Bell Brothers to improve their knowledge and training in a variety of areas including, but not limited to: workplacelean and process improvement, continuous improvement training and inventory control. Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills training. This may include classes, seminars, workshops, consulting or training.	8,775	15	<i>Value of Wages & Benefits</i>	30,000
Management/Supervisory Training: DMACC and/or outside vendors may provide management/supervisory training including, but not limited to: customer service and communication, leadership development, managing others, delegating and giving and receiving feedback. Classes, seminars, workshops, consulting and conferences may be attended by Bell Brothers employees.	8,775	10	<i>Value of Facilities</i>	
			<i>Value of Equipment:</i>	
			<i>Value of Supplies</i>	
			<i>Other:</i>	
			<i>Total In-Kind Match</i>	30,000
Total Training Cost	17,550.00			

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:


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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND BURKE GOLF ACADEMY, 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 Burke Golf Academy, 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 \$4,999; and

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

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

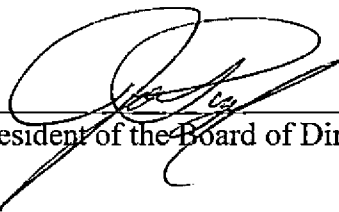
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Burke Golf Academy, LLC, Norwalk, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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- (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.

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- (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.
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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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PAYMENT AND SECURITY**

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Burke Golf Academy
3089 North Avenue
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.

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

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

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

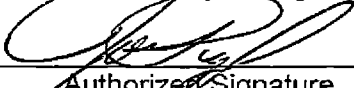
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Burke Golf Academy LLC

Community College

Business



Authorized Signature

Authorized Signature

Joe Puzel, Board President

Mark Burke, Owner/GM

Type Name and Title

Type Name and Title

mark@warriorungolf.com

Email Address

2006 South Ankeny Blvd.

3089 North Ave.

Ankeny, IA 50023

Norwalk, IA 50211

Address

Address

6-8-15

5-4-15

Date

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Burke Golf Academy, LLC
Project #2**

March 30, 2015

SECTION 6. TRAINING PLAN

I. Training start date. 03/30/15

II. Training end date. 03/30/17

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

3

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Attach a detailed description for each training activity.

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Business development, marketing & financial literacy	4999	3	Value of Wages & Benefits	1322.00
			Value of Facilities	
			Value of Equipment	
			Value of Supplies	
			Other:	
			Total In-Kind Match	1322.00
Total Training Cost	4999.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$4999.00
Administration Cost	\$749.85
Total Project Cost (training cost + administration cost)	\$5748.85
Amount of Company Cash Match	\$0
Award Amount	\$4999.00

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:


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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND BERKLEY NATIONAL INSURANCE COMPANY.

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

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

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

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

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

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

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

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 8th day of June, 2015.



President of the Board of Directors

ATTEST:

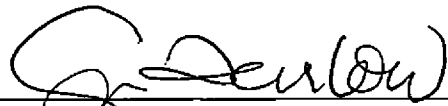


Secretary of the Board of Directors

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 June 8, 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 8th day of June, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of June 8, 2015

between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Berkley National Insurance Company by its member Continental Western Group, Urbandale, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

Section 2.3. Iowa Code section 84A.5 requires the Department of Education 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. The Community College agrees to protect all provided social security numbers through commercially reasonable efforts from wrongful use, disclosure, or misappropriation.

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.

**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. This Contract may not be amended or otherwise modified without the express written consent of the Business and the Community College. At no time shall any amendment or modification to this Agreement that results in a violation of law become valid.

**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 as reasonably 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 ceases or announces the cessation of operations at the project site prior to completion of the training program.

(E) 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.

(F) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.

(G) Business takes corporate action to effect any of the preceding conditions of default.

Section 6.2. In the event that the Business or the Community College is believed to be in breach of this Contract the non-breaching party shall provide immediate written notice to the Business via Certified Mail. Notice shall be sent in accordance with the address provided in this Contract under Article VII. Whenever an event of default has occurred and has not been cured within 30 days of notice being received by the alleged breaching party, further training or payments subject to this contract to the Business may be suspended.

Section 6.4. Both Parties reserve the right to pursue legal action under this Contract in the event that either Party believes that the other has failed to perform any material duty under this Agreement.

Section 6.5. No remedy conferred upon or reserved to the Community College or the Business 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 or the Business 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 6.6. 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 6.7. 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: Berkley Insurance Company by its member Continental Western Group

11201 Douglas Avenue

Urbandale, IA 50322

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

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

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

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

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

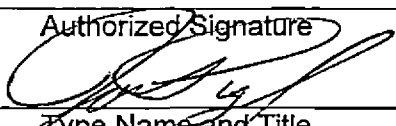
Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 7.7. Neither Party to this Contract may utilize or otherwise employ the trademark, name, or commercial likeness of the other for any purpose other than the performance of duties under this Contract, or if required by law unless express written consent has been obtained prior to such usage.

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

Des Moines Area Community College
Community College

Authorized Signature



Type Name and Title

Joe Puzel, Board President

2006 South Ankeny Blvd.

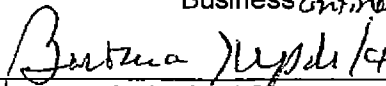
Ankeny, IA 50023
Address

6-8-15

Date

Berkley Ins Co by its member

Business Continental Western Group



Authorized Signature

Barbara J Wypelike VP-HR

Type Name and Title

wypelike@cusins.com

Email Address

11201 Douglas Ave

Urbandale, Ia 50322

Address

5-14-15

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Berkley National Insurance Company
by its member
Continental Western Group
Project #1**

February 1, 2015

**Training Plan and Budget
For
Berkley Insurance Company by its member Continental Western Group
(CWG)
WTED Project**

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

	Cost	WTED Cost
I. Job Skill Training including but not limited to the following: Commercial property casualty focused professional development, Sales Training, Business Writing, Desktop Application Training, Underwriter Training Program, General Business skills. The above training may include but is not limited to Classroom training, DMACC provided training, online training, internal training, seminars and workshops, outside facilitators, coaching, consulting and self-study training.	\$10,000.00	\$10,000.00
II. Management/Supervisory Skills including but not limited to the following: Leadership Development needs assessment and training, supervisor/management and team leader training. The above training may include but is not limited to Classroom training, DMACC provided training, needs assessment, online training, internal training, seminars and workshops, outside facilitators, coaching, consulting, self-study training.	\$15,000.00	\$10,000.00
III. Materials and Supplies including but not limited to training materials for classes and training programs listed above.	\$4650.00	\$552.00
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

The training began 2/1/2015 with completion anticipated by 2/1/2017. 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 40 unduplicated employees and will show, at the completion of the contract, \$9098.00 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.	<u>2/1/2015</u>
II. Training end date.	<u>2/1/2017</u>
Note- Training plans can be written for a maximum of two years	
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	<u>40</u>

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.

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>In-Kind Match</i>	
			<i>Value of Wages & Benefits</i>	<i>Value of Facilities</i>
Job skill	10,000.00	12	Value of Wages & Benefits	\$15,000.00
Management Supervisory	15,000.00	40	Value of Facilities	\$5000.00
Training Materials	4650.00		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$20,000.00
Total Training Cost	29,650.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29650.00
Administration Cost	\$4,448.00
Total Project Cost (training cost + administration cost)	\$34098.00
Amount of Company Cash Match	\$9098.00
Award Amount	\$25,000.00

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

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

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

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

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

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

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

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

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

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

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

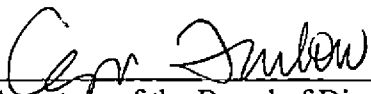
Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of June, 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 June 8, 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 8th day of June, 2015.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of June 8, 2015 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Summertime Potato Company, Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$17,500, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College: Des Moines Area Community College
2006 South Ankeny Boulevard
Ankeny, IA 50023

Business: Summertime Potato Company
2001 E. Grand Avenue
Des Moines, IA 50047

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

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

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

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

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

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

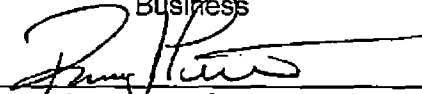
IN WITNESS WHEREOF, the Community College and the Business have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Summertime Potato Company

Community College

Business



Authorized Signature

Authorized Signature

Joe Puzol, Board President

Ronnie Petersen President

Type Name and Title

Type Name and Title

ron@summertimepotato.com

Email Address

2006 South Ankeny Blvd.

2001 E. Grand Avenue

Ankeny, IA 50023

Des Moines, IA 50047

Address

Address

6-8-15

4/24/15

Date

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Summertime Potato Company
Project #1**

April 7, 2015

**Training Plan and Budget
For
WTED Project**

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

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by Summertime Potato Company staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	WTED Cost
I. Job Skill Training	\$4,975	\$4,500
Participants will gain various job skills through classes, workshops, online classes, and other training in subjects including:		
Equipment Maintenance		
Food Industry Safety		
Continuous Improvement Training		
Sales		
Communications		
Dealing with Change		
Safety		
II. Management/Supervisory Skills	\$15,000	\$9,928.75

Management and entrepreneurial skills anticipated to be taught through various means including formal classes, seminars, conferences, and other instruction include:

- Business Planning
- Financial Projections
- Cost Analysis

New Product/Market Development
Strategic Planning

III. Materials and Supplies **\$500** **\$0**

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

IV. Administrative Costs **\$ 3,071.25** **\$3,071.25**

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

Total **\$23,546.25** **\$17,500**

The training began 4/7/15 with completion anticipated by 4/7/17. 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 4 unduplicated employees and will show, at the completion of the contract, \$6,046 in cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 4/7/15

II. Training end date. 4/7/17

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

III. TOTAL UNDUPLICATED number of employees to be trained. 4

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills Equipment Maintenance Food Industry Safety Continuous Improvement Training Sales Communications Dealing with Change Safety	\$4,975	4	Value of Wages & Benefits	\$875
Management/Supervisory Business Planning Financial Projections Cost Analysis New Product/Market Development Strategic Planning	\$15,000	2	Value of Facilities	\$450
Materials	\$500		Value of Equipment:	\$500
			Value of Supplies	\$200
			Other:	
			Total In-Kind Match	\$2,025
Total Training Cost	20,475			

RESOLUTION

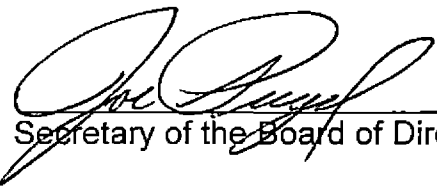
A RESOLUTION APPROVING THE EXTENSION OF THE DESIGNATION OF THE OFFICIAL COLLEGE DEPOSITORY AND EXTENDING THE DESIGNATION OF A FINANCIAL INSTITUTION TO PROCESS THE COLLEGE'S CREDIT CARD TRANSACTIONS.

Effective July 1, 2015, the Board of Directors of Des Moines Area Community College in Polk County, Iowa designates Bankers Trust Company of Des Moines as the Official College Depository in conformance with all applicable provisions of Iowa Code Chapter 12C. The College's main checking accounts shall remain at Bankers Trust Company for a period of five years ending June 30, 2020.

Also effective July 1, 2015, the Board of Directors of Des Moines Area Community College in Polk County, Iowa designates TSYS for process the College's credit card transaction for a five year period ending June 30, 2020.

Total College deposits in Bankers Trust Company shall not exceed the maximum amounts stated in the effective Board of Director Resolution Naming Depositories. CERTIFICATION, I hereby certify that the foregoing is a true and correct copy of a resolution of Des Moines Area Community College adopted at a meeting of said public body, held on the 8th day of June, 2015, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect. Dated this 10th day of June, 2015.

By Order of the Board of Directors


Secretary of the Board of Directors

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 8th day of June, 2015 at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

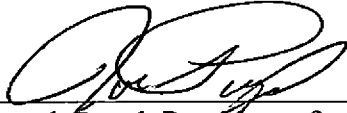
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

Matters were discussed concerning the issuance of Plant Fund Capital Loan Notes of the College to finance certain capital improvements by the College. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Taking Initial Action for the Issuance of Plant Fund Capital Loan Notes, Directing the Advertisement for Sale of Plant Fund Capital Loan Notes, and Authorizing the Preparation and Distribution of a Preliminary Official Statement". The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question to the motion and, the roll being called, the following named Board Members voted:

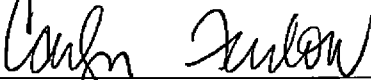
<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>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

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

* * * * *



Joseph Pugel, President of
the Board of Directors

Attest:


Carolyn Farlow, Secretary of the
Board of Directors

RESOLUTION

A RESOLUTION TAKING INITIAL ACTION FOR THE ISSUANCE OF PLANT FUND CAPITAL LOAN NOTES, DIRECTING THE ADVERTISEMENT FOR SALE OF PLANT FUND CAPITAL LOAN NOTES, AND AUTHORIZING THE PREPARATION AND DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), and particularly Section 260C.22 of the Code of Iowa, as amended ("Section 260C.22"), to issue Plant Fund Capital Loan Notes and use the proceeds from the sale of said Notes to defray all or a portion of the cost of the purchase of grounds, construction of buildings, payment of debts contracted for the construction of buildings, purchase of buildings, and equipment for buildings, and the acquisition of libraries, and for the purpose of maintaining, remodeling, improving, or expanding the College; and

WHEREAS, the voters of the Merged Area have authorized in accordance with Section 260C.22 the imposition of a tax (the "Plant Fund Tax") equal to twenty and one-fourth cents per thousand dollars of assessed value on all taxable property in the Merged Area for collection through the fiscal year ending June 30, 2025; and

WHEREAS, Section 260C.22 provides that the Plant Fund Tax is to be collected and remitted to the Treasurer of the College in the same manner as other taxes and deposited in a separate and distinct fund to be known as the Voted Tax Fund (the "Voted Tax Fund"); and

WHEREAS, Section 260C.22 authorizes the College to issue its Plant Fund Capital Loan Notes and pledge the Plant Fund Tax and the amounts in the Voted Tax Fund to the payment of such Notes; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of certain proposed capital improvements by the College will require the issuance by the College of \$30,265,000 aggregate principal amount of its Plant Fund Capital Loan Notes, Series 2015 (the "Notes") pursuant to the provisions of the Act; and

WHEREAS, the College currently anticipates that the proceeds of the Notes will be used to pay for a portion of the costs of the construction, improving and equipping of a recreation facility and student center, including the renovation of Buildings 4 and 5 on the campus of the college in Ankeny, Iowa (the "Project"), as well as costs of issuance, but such proceeds may be used by the College for any purposes authorized under the Act; and

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

WHEREAS, in connection with the offering of the Notes, the College will prepare and distribute a preliminary official statement concerning the Notes; and

WHEREAS, the College reserves the right to increase the principal amount of the Notes to not to exceed \$30,600,000; and

WHEREAS, the Board deems it in the best interests of the College and the residents thereof to receive bids to purchase the Notes by means of both sealed and electronic internet communication; and

WHEREAS, the Board has received information from its Financial Advisor, recommending the procedure for electronic bidding so as to provide for the integrity of the competitive bidding process and to facilitate the delivery of bids by interested parties:

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

Section 1. That the Notes hereinafter described be offered at public sale scheduled for July 13, 2015, with the opening of bids at 11:00 o'clock a.m. in Room Number 30A of Building Number 1 at the College in Ankeny, Iowa and the bids referred to the Board of Directors of the College at its meeting scheduled for July 13, 2015, at 4:00 o'clock p.m., at the DMACC Career Academy in Ames, Iowa

Section 2. That the Secretary of the Board of Directors of the College shall cause to be published, in compliance with Chapter 75 of the Code of Iowa, notice of the sale of the Notes at least once, the last one of which shall be not less than four nor more than twenty days before the sale in a legal newspaper, printed wholly in the English language, published in the county of or a county contiguous to the place of sale. The notice shall be in substantially the following form:

NOTICE OF NOTE SALE

DES MOINES AREA COMMUNITY COLLEGE PLANT FUND CAPITAL LOAN NOTES

The Des Moines Area Community College (Merged Area XI) (the "College") of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren (the "Merged Area"), State of Iowa, will receive bids in Room Number 30B of Building Number 1 at the College in Ankeny, Iowa, on July 13, 2015, for the purchase of the following Plant Fund Capital Loan Notes (the "Notes"):

\$30,265,000

Des Moines Area Community College
Plant Fund Capital Loan Notes, Series 2015

The Notes are to be issued for the purpose of financing certain capital improvements by the College.

Sealed and electronic bids for the Notes will be received at the office of the President of the College at any time prior to 11:00 o'clock a.m., Central Daylight Time, on the date of the sale. The most favorable bid will be accepted by the College following the opening of bids and be sold to the most favorable bidder for cash, unless the Board determines to reject the most favorable bid. The most favorable bidder shall be the bidder whose bid produces the lowest true interest cost, computed as the discount rate which, when used with semiannual compounding to determine the present value of the principal and interest payments as of the date of the Notes, produces an amount equal to the purchase price. In the event two or more bids state the lowest true interest cost, the sale of the Notes will be awarded by lot.

The College reserves the right to increase or reduce the principal amount of the Notes to be sold on the date of the sale on the basis of the bids received and market conditions and will adjust the purchase price proportionately. The principal amount will not exceed \$30,600,000.

ELECTRONIC BIDS: The College assumes no responsibility or liability for bids submitted electronically. Notice is hereby given that electronic bids will be received via PARITY®, in the manner described herein, until 11:00 a.m., Central Daylight Time on Monday, July 13, 2015, but no bid will be received after that time.

Electronic facsimile bids will be received at the office of the President of the College (facsimile number 515-965-7022) or at the College's financial advisor (facsimile number 515-259-8193), until 11:00 a.m., Central Daylight Time on Monday, July 13, 2015, but no bid will be received after that time. Electronic facsimile bids will be sealed and treated as sealed bids.

If any provisions in this Notice of Bond Sale conflicts with information provided by an electronic bidding service, these terms of bond sale shall control. For further information about

electronic bidding or PARITY®, potential bidders may contact Independent Public Advisors, LLC, the College's financial advisor, or i-Deal LLC, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5000 or (800) 850-7422.

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

<u>Principal Amount</u>	<u>Maturity (June 1)</u>
\$2,410,000	2016
2,900,000	2017
2,925,000	2018
2,965,000	2019
3,015,000	2020
3,070,000	2021
3,130,000	2022
3,205,000	2023
3,280,000	2024
3,365,000	2025

Interest on the Notes will be payable on June 1, 2016, and semiannually thereafter on each June 1 and December 1 until the principal on the Notes is paid in full. Interest will be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest will be payable by Bankers Trust Company, the Paying Agent for the College.

AUTHORITY: The Notes are issued under the authority of Chapter 260C of the Code of Iowa, as amended, and particularly Section 260C.22 of the Code of Iowa, as amended.

PURPOSE: The proceeds of the issuance of the Notes will be used to finance certain capital improvements to be undertaken by the College, including a portion of the costs of the construction, improving and equipping of a recreation facility and student center, including the renovation of Buildings 4 and 5 on the campus of the College in Ankeny, Iowa, and to pay costs of issuance and administrative expenses.

SECURITY: The Notes are secured by the pledge of a special fund of the College into which are deposited the receipts of a special tax approved by the voters of the merged area and equal to twenty and one-fourth cents per thousand dollars of assessed value levied on all taxable property in the Merged Area.

PARITY NOTES: The College reserves the right to issue additional notes payable from the same source and ranking on a parity with the Notes.

INTEREST RATE AND BIDDING REQUIREMENTS: The Notes shall bear interest at a rate or rates to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/20 of 1%, or both. No Note shall bear more than one interest rate, all Notes maturing in any one year shall carry the same interest rate, and the rate of interest specified for Notes of any maturity shall not be less than a rate of interest specified for an earlier maturity. No proposal for the purchase of less than all of the Notes or at a price less than \$30,083,410 (99.4%) plus accrued interest will be considered. Each bid shall state the total interest cost, total premium or discount, the net interest cost to the College and the true effective interest rate thereunder, but such statements shall not be considered a part of the bid.

The successful bidder for the Notes will be required to provide to the College by July 20, 2015, the initial price to the public at which a substantial amount of the Notes have been sold and will be required to confirm such information in writing at the time of the closing.

BID SECURITY: A Good Faith Deposit ("Deposit") in an amount equal to \$302,650, is required for each bid to be considered. The lowest bidder is required to submit its Deposit to the College or its Financial Advisor either (i) in the form of a cashier's check payable to the order of the Treasurer of the College prior to the opening of bids, or (ii) by wire transfer as instructed by the College or its financial Advisor not later than 1:30 p.m. Des Moines, Iowa time on the date of sale of the Bonds. If a Deposit is not so received, the College may reject the bid of the lowest bidder and direct that the next lowest bidder submit a Deposit and thereafter award the sale to that bidder. No interest on the Deposit will accrue to any Purchaser. The Deposit will be applied to the purchase price of the Notes. In the event a Purchaser fails to honor its accepted bid, the Deposit will be retained by the College. Checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.

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

PRIOR REDEMPTION: The Notes maturing on or after June 1, 2023, are subject to redemption prior to their stated maturities, in whole or from time to time in part, in numerical order, on June 1, 2022, or on any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

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

owners. The Purchaser, as a condition of delivery of the Notes, will be required to deposit the Notes with DTC.

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

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

TAX EXEMPTION. It is anticipated that the interest on the Notes will be excludable from gross income for federal income tax purposes.

CONTINUING DISCLOSURE: The College will agree in the Resolution to be adopted on the date of sale to provide or cause to be provided, in accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission, (i) on or prior to January 1, 2016 and on or prior to January 1 of each year thereafter, certain annual financial information and operating data, including audited financial statements for the preceding fiscal year (provided that the College shall not be obligated to provide the audited financial statements referred to herein until the later of January 1 of any year or thirty days after receipt of such audited financial statements by the College), generally consistent with the information contained or cross-referenced in the Official Statement, (ii) timely notice of the occurrence of certain events with respect to the Notes, and (iii) timely notice of a failure by the College (of which the College has knowledge) to provide the required annual financial information on or before the date specified in (i) above. The purchaser's obligation to purchase Notes shall be conditioned upon its receiving, at or prior to the delivery of the Notes, in form and substance satisfactory to the purchaser, evidence that the College has made the undertaking set forth in the prior sentence in a written agreement or contract for the benefit of the holders of the Notes.

CUSIP NUMBERS: It is anticipated that the Notes will be printed with CUSIP numbers, unless otherwise requested by the purchaser. In no event will the College be responsible for or Bond Counsel or Financial Advisor review or express any opinion of the correctness of such

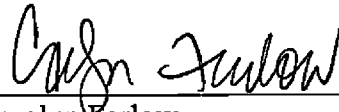
numbers, and incorrect numbers on said Notes shall not be cause for the purchaser to refuse to accept delivery of the Notes.

RATINGS: The Notes will be rated by Moody's Investors Services, Inc.

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

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

Dated this 8th day of June, 2015.



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

(end of notice)

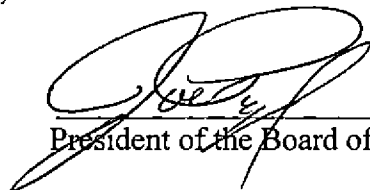
Section 3. That the preliminary Official Statement in the form presented to this meeting be and the same hereby is approved as to form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission, subject to such revisions, corrections or modifications as the President or Board Secretary, upon the advice of the College's Financial Advisor, shall determine to be appropriate, and is authorized to be distributed in connection with the offering of the Notes for sale.

Section 4. That the Board of Directors of the College hereby finds and determines that the procedures to be used for the receipt of facsimile and electronic bids as set forth in the Notice of Note Sale will provide reasonable security and maintain the integrity of the competitive bidding process, and facilitate the delivery of bids by interested parties under the circumstances of the sale of the Notes.

Section 5. 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 6. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of June, 2015.



President of the Board of Directors

Attest:

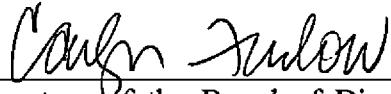


Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate record and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 8, 2015, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicted therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 8th day of June, 2015.



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

Des Moines, Iowa
June 8, 2015

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of June, 2015, at 4:00 p.m., at the Urban Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

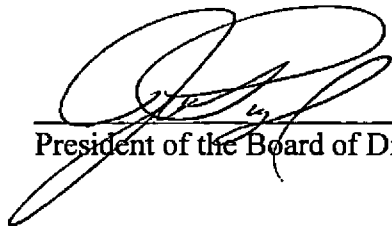
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

Matters were discussed concerning the intent of the College to reimburse itself from the proceeds of its Plant Fund Capital Loan Notes for certain capital expenditures paid prior to the issuance of the Notes. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Declaring the Official Intent of Des Moines Area Community College to Reimburse Itself for Certain Capital Expenditures from the Proceeds of the College's Plant Fund Capital Loan Notes." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

* * * * *



President of the Board of Directors

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION DECLARING THE OFFICIAL INTENT OF DES MOINES AREA COMMUNITY COLLEGE TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES FROM THE PROCEEDS OF THE COLLEGE'S PLANT FUND CAPITAL LOAN NOTES.

WHEREAS, the Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the Counties served by the College being hereinafter referred to as the "Merged Area"), is an area college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260C of the Code of Iowa, as amended (hereinafter referred to as the "Act"), and particularly Section 260C.22 of the Code of Iowa, as amended ("Section 260C.22"), to issue Plant Fund Capital Loan Notes and use the proceeds from the sale of said Notes to defray all or a portion of the cost of the purchase of grounds, construction of buildings, payment of debts contracted for the construction of buildings, purchase of buildings, and equipment for buildings, and the acquisition of libraries, and for the purpose of maintaining, remodeling, improving, or expanding the College; and

WHEREAS, the Board of the College has determined to proceed with the project described on Exhibit A attached hereto (the "Project") and intends to finance some or all of the costs of the Project from the proceeds of tax-exempt bonds or other tax-exempt financing, including the College's Plant Fund Capital Loan Notes (the "Notes"); and

WHEREAS, the College desires to commence, prior to the issuance of the Notes, work on the Project and, if necessary, pay for costs of the Project from other funds available to the College and, following the issuance of the Notes, intends to reimburse the College for such funds expended for the Project from the proceeds of the Notes; and

WHEREAS, in order to comply with federal tax laws, specifically Treasury Regulation Section 1.150-2 (dealing with proceeds of bonds issued for reimbursement), the College desires to declare its official intention to reimburse certain expenditures;

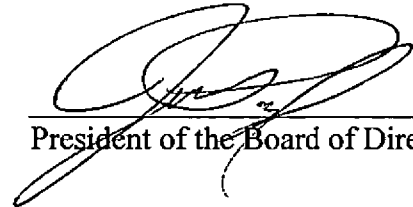
NOW, THEREFORE, the Board of the College declares the following:

1. The College reasonably expects to reimburse from Note proceeds expenditures incurred by the College generally relating to the Project.
2. Prior to the issuance of the Notes, the College intends to temporarily use amounts in the fund of the College identified on Exhibit A attached hereto, in an amount not to exceed \$2,500,000, to pay costs associated with the Project and to reimburse such funds with proceeds from the Notes, and the

maximum principal amount of Notes expected to be issued for the Project is \$30,000,000.

3. This Statement of Official Intent is intended to be a declaration of official intent under Treasury Regulation Section 1.150-2.

Passed and approved this 8th day of June, 2015.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

Exhibit A

Description of Project

The project is a remodeling of and an addition to Buildings 4 and 5 on the DMACC Ankeny Campus. The work will add space for a new recreation facility, lounge space, computer rooms, flex meeting room spaces, food court, bookstore and a blackbox theater.

Fund to be Used to
Initially Pay Costs

Plant Fund (Fund 7)

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on June 8, 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 8th day of June, 2015.



Secretary of the Board of Directors

Des Moines Area Community College




FINANCIAL STATEMENTS FOR MAY 31, 2015 AND THE ELEVEN MONTHS THEN ENDED

**DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
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- 3 Cash in Banks and Investments
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- 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
May 31, 2015

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 17,458,130	\$ 53,875,002	\$ 3,549,391	\$ 2,098,256	\$ (1,927,785)	\$ 12,471	\$ 4,742,297	\$ 79,807,762
Accounts Receivable	14,548,042	44,384,279	83,070	46,997	-	-	886,106	59,948,494
Student Loans	-	-	-	-	-	72,119	-	72,119
Deposits & Prepaid Expenses	8,532	-	-	-	-	-	-	8,532
Inventories	54,118	-	281,488	-	-	-	-	335,606
Total Current Assets	32,068,822	98,259,281	3,913,949	2,145,253	(1,927,785)	84,590	5,628,403	140,172,513
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	153,908,875	153,908,875
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	17,533,317	17,533,317
Less accumulated depreciation	-	-	-	-	-	-	(67,632,096)	(67,632,096)
Total Fixed Assets	-	-	-	-	-	-	103,810,096	103,810,096
TOTAL ASSETS	\$ 32,068,822	\$ 98,259,281	\$ 3,913,949	\$ 2,145,253	\$ (1,927,785)	\$ 84,590	\$ 109,438,499	\$ 243,982,609
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 6,139,151	\$ 1,976,658	\$ 31,016	\$ 14,963	\$ -	\$ -	\$ 544,360	\$ 8,706,148
Long Term Liabilities	1,497,971	61,510,171	27,500	5,700	-	-	4,273,421	67,314,763
Health & Dental Liabilities	-	5,776,727	-	-	-	-	-	5,776,727
OPEB Liability	-	6,348,160	-	-	-	-	-	6,348,160
Deferred Revenue	13,708,613	24,485,448	-	-	-	-	-	38,194,061
Deposits Held in Custody for Others	11,146	-	-	2,124,590	-	-	-	2,135,736
Total Liabilities	21,356,881	100,097,164	58,516	2,145,253	-	-	4,817,781	128,475,595
Fund Balance:								
Unrestricted	10,711,941	-	3,855,433	-	-	-	-	14,567,374
Restricted-Specific Purposes	-	(1,837,883)	-	-	(1,927,785)	84,590	5,100,622	1,419,544
Net Investment in Plant	-	-	-	-	-	-	99,520,096	99,520,096
Total Fund Balance	10,711,941	(1,837,883)	3,855,433	-	(1,927,785)	84,590	104,620,718	115,507,014
TOTAL LIABILITIES & FUND BAL	\$ 32,068,822	\$ 98,259,281	\$ 3,913,949	\$ 2,145,253	\$ (1,927,785)	\$ 84,590	\$ 109,438,499	\$ 243,982,609

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

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 52,841,790	\$ 552,625	\$ 384,522	\$ 342,310	\$ -	\$ -	\$ -	\$ 54,121,247
Local Support (Property Taxes)	7,197,705	8,975,183	-	-	-	-	7,327,889	23,500,777
State Support	31,447,982	6,450,043	3,000	2,628	-	-	400,000	38,303,653
Federal Support	67,558	5,912,243	65,237	201,925	21,774,431	-	-	28,021,394
Sales and Services	755,562	-	2,228,888	58,187	-	-	29,302	3,071,939
Training Revenue / ACE	-	14,662,822	-	-	-	-	-	14,662,822
Other Income	1,714,246	4,406,995	549,489	1,115,282	23,179	-	1,052,837	8,862,028
Total Revenue	<u>94,024,843</u>	<u>40,959,911</u>	<u>3,231,136</u>	<u>1,720,332</u>	<u>21,797,610</u>	<u>-</u>	<u>8,810,028</u>	<u>170,543,860</u>
Transfers In - General	2,916,173	1,813,441	275,091	233,451	293,106	5,000	4,868,167	10,404,429
Total Revenue and Transfers In	<u>\$ 96,941,016</u>	<u>\$ 42,773,352</u>	<u>\$ 3,506,227</u>	<u>\$ 1,953,783</u>	<u>\$ 22,090,716</u>	<u>\$ 5,000</u>	<u>\$ 13,678,195</u>	<u>\$ 180,948,289</u>
Expenditures:								
Instruction	\$ 52,161,648	\$ 21,555,662	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,717,310
Academic Support	11,561,273	75,504	-	-	-	-	-	11,636,777
Student Services	9,041,915	1,101,008	-	-	-	-	-	10,142,923
Instructional Support	13,161,383	6,815,125	-	-	-	-	-	19,976,508
Operation and Maintenance of Plant	7,057,698	6,834,733	-	-	-	-	-	13,892,431
Auxiliary Enterprise Expenditures	-	-	3,558,558	-	-	-	-	3,558,558
Scholarship Expense	-	-	-	-	24,218,718	-	-	24,218,718
Loan Fund Expense	-	-	-	-	-	26,670	-	26,670
Plant Fund Expense	-	-	-	-	-	-	9,138,392	9,138,392
Agency Fund Expense	-	-	-	1,605,208	-	-	-	1,605,208
Total Expenditures	<u>92,983,917</u>	<u>36,382,032</u>	<u>3,558,558</u>	<u>1,605,208</u>	<u>24,218,718</u>	<u>26,670</u>	<u>9,138,392</u>	<u>167,913,495</u>
Transfers Out - General	3,827,633	5,814,942	446,203	315,651	-	-	-	10,404,429
Total Expenditures and Transfers Out	<u>96,811,550</u>	<u>42,196,974</u>	<u>4,004,761</u>	<u>1,920,859</u>	<u>24,218,718</u>	<u>26,670</u>	<u>9,138,392</u>	<u>178,317,924</u>
Net Increase (Decrease) for the Period	129,466	576,378	(498,534)	32,924	(2,128,002)	(21,670)	4,539,803	2,630,365
Fund Balance at Beginning of Year	10,582,475	(2,414,261)	4,353,967	1,440,124	200,217	106,260	100,080,915	114,349,697
Fund Balance at End of Period	<u>\$ 10,711,941</u>	<u>\$ (1,837,883)</u>	<u>\$ 3,855,433</u>	<u>\$ 1,473,048</u>	<u>\$ (1,927,785)</u>	<u>\$ 84,590</u>	<u>\$ 104,620,718</u>	<u>\$ 116,980,062</u>

**DES MOINES AREA COMMUNITY COLLEGE
INVESTMENT RECAP
May 31, 2015**

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 15,465,170	0.07%	Money Market
Various Checking Accounts	\$ 241,381	0.21%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ -	0.15%	Money Market
Sub Total	\$ 15,706,551		

DMACC INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank of the West		\$ 13,103,550	0.24%	Checking Accounts
West Bank		\$ 2,260,207	0.20%	Investment Account
West Bank	September 28, 2014	\$ 2,000,000	0.45%	9/28/2016
Wells Fargo		\$ 516,015	0.15%	Investment Account
Sub Total		\$ 17,879,772		

				<u>Calculated Term Months</u>
Bankers Trust - Cedar Rapids	May 15, 2013	\$ -	0.41%	May 15, 2015 24.3
Bankers Trust - Cedar Rapids	December 19, 2013	\$ -	0.57%	May 19, 2015 17.2
Great Western Bank	October 24, 2012	\$ 90,000	0.60%	October 26, 2015 36.6
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
Wells Fargo - Ankeny	June 26, 2014	\$ 2,000,000	0.30%	February 26, 2016 20.3
Bankers Trust - Des Moines Money Market		\$ 18,878,861	0.28%	Money Market
Wells Fargo - Ankeny Money Market		\$ 10,706,374	0.15%	Money Market
ISJIT Diversified Fund		\$ 10,966,204	0.01%	Money Market

ISJIT INVESTMENTS

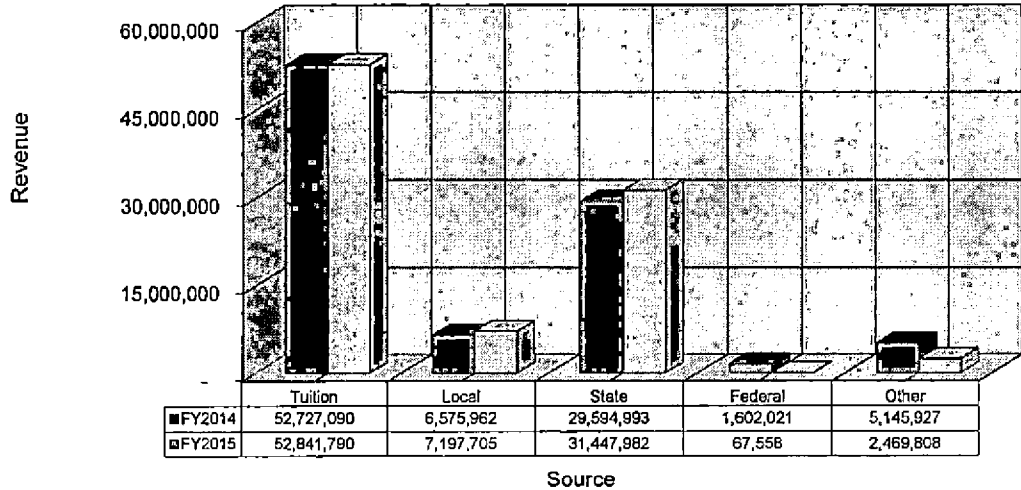
Total ISJIT Investments	\$ 46,221,439		
Grand Total of Investments	\$ 79,807,762		
Grand Total Weighted Average of Investments		0.22%	

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

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 103,305,696	\$ 107,239,483	\$ 96,941,016		\$ 10,298,467
Restricted Current	2	51,373,600	56,506,727	42,773,352		13,733,375
Auxiliary	3	3,535,468	3,756,939	3,506,227		250,712
Agency	4	681,605	856,548	1,953,783		(1,097,235)
Scholarship	5	25,845,259	25,845,259	22,090,716		3,754,543
Loan	6	5,000	5,000	5,000		-
Plant	7	25,040,713	30,460,713	13,678,195		16,782,518
Total Revenue		\$ 209,787,341	\$ 224,670,669	\$ 180,948,289		\$ 43,722,380
Expenditures						
Unrestricted Current	1	\$ 103,301,481	\$ 107,221,364	\$ 96,811,550	\$ 5,523,336	\$ 4,886,478
Restricted Current	2	51,514,432	59,583,833	42,196,974	3,085,150	14,301,709
Auxiliary	3	3,931,986	4,356,377	4,004,761	371,746	(20,130)
Agency	4	826,552	1,016,723	1,920,859	56,473	(960,609)
Scholarship	5	25,865,259	25,872,759	24,218,718		1,654,041
Loan	6	5,000	5,000	26,670		(21,670)
Plant	7	21,739,175	30,423,565	9,138,392	2,081,537	19,203,636
Total Expenditures		\$ 207,183,885	\$ 228,479,621	\$ 178,317,924	\$ 11,118,242	\$ 39,043,455

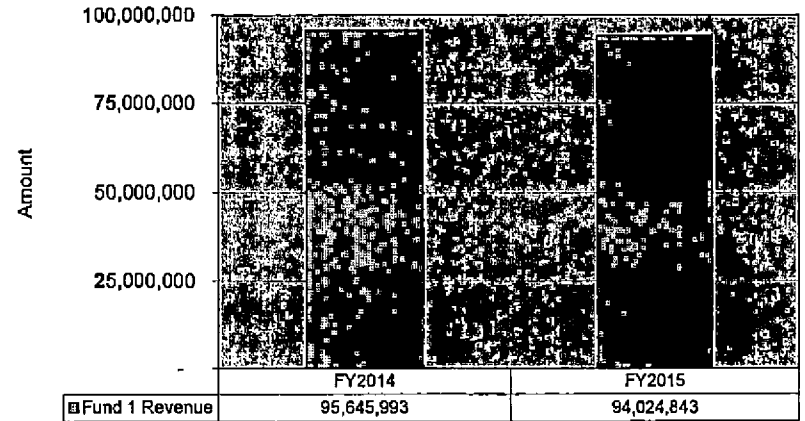
**Des Moines Area Community College
Revenue/Expense Comparison With Prior Year
For the Eleven Months Ended May 31, 2015**

**Fund 1 Revenue Comparison by Source
May 31, 2015**

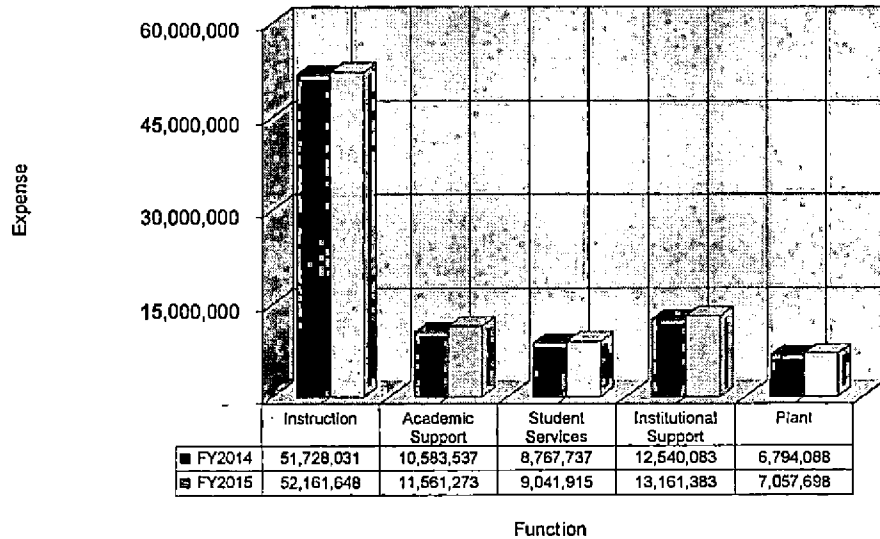


Tuition Increase 0.22%
Overall Decrease -1.69%

**Fund 1 Revenue
May 31, 2015**



**Fund 1 Expense Comparison by Function
May 31, 2015**



Overall Increase 2.84%

**Fund 1 Expense
May 31, 2015**

