Des Moines Area Community College
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Board of Directors Meeting Minutes

5-12-2014

Board of Directors Meeting Minutes (May 12, 2014)

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Board of Directors Des Moines Area Community College

May 12, 2014 - 4:00 PM Public Hearing

DMACC Carroll Campus 906 N. Grant Road, Carroll, Iowa Rooms 142/146

Agenda

- 1. Call to order.
- 2. Roll call.
- 3. Consideration of tentative agenda.
- 4. Acknowledgment of public hearing.
- 5. Public comments.
 - 6. <u>Board Report 14-060</u>. A Public Hearing to consider the resolution to proceed with the issuance and sale of new jobs training certificates (Multiple Projects 44) in an amount not to exceed \$9,290,000.
 - 7. <u>Board Report 14-061</u>. A resolution authorizing the issuance of \$9,290,000 new jobs training certificates (Multiple Projects 44) and providing for the securing of such certificates for the purpose of carrying out new jobs training programs.
 - 8. <u>Board Report 14-062</u>. A resolution directing the sale of new jobs training certificates in the aggregate principal amount of \$9,290,000.
 - 9. <u>Board Report 14-063</u>. Loop Drive Improvements, Ankeny Campus.
 - 10. Adjourn.

r restaent

- (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, May 12, 2014, but no bid will be received after that time. Electronic facsimile blds will be sealed and treated as sealed bids.
- If any provisions in this Notice of Bond Sale conflicts with formation provided by an ectronic bidding service, these rms of bond sale shall control. For further information about electronic bidding or PARITYe, potential bidders may contact Independent Public Advisors, LLC, the College's financial advisor, or 1-Deal LLC, 1359 Broadway, Second Floor, New York, New York 10018, (212) 849-5000 or (800) 850-7422.
- BOND DETAILS: The Bonds are in the aggregate principal amounts set forth above, to be dated the date of delivery, to be in the denomination of \$5,000, or any integral multiple thereof designated by the successful bidder within forty eight hours of acceptance of the bid, and to matureas follows:

Principal Amount Series A Bonds Series B Bonds Maturity

		10.0101117
		(June 1)
\$300.000	\$200,000	2015
450,000	275,000	2016
635,000	435,000	2017
645,000	445,000	- 2018
660,000	450,000	2019
675,000	460,000	2020
690,000	475,000	2021
710,000	490,000	2022
735,000	505,000	2023
Interest on		
	December `	
semiannua	illy thereaft	er on each
June 1 and	December	1 until the

- not permitted
- BID SECURITY: A Good Faith Deposit ("Deposit") in an amount equal to \$55,000 (1%) in the case of the Series A Bonds and \$37,350 (1%) in the case of a bid for the Series B Bonds is required from the lowest bidder for each series of Bonds. The lowest bidder for each series is required to submit its Deposit to the College or its Financial Advisor either (i) in the form of a cashier's check payable to the order of the Treasurer of the College prior to the opening of bids, or (ii) by wire transfer as instructed by the College or its Financial Advisor not later than 1:30 p.m. Des Moines, lowa time on the day of sale of the Bonds. If a Deposit is not so received, the College may reject the bid of the lowest bidder for a series and direct that the next lowest bidder for that series submit a Deposit and thereafter award the sale of that series of Bonds to that bidder. No interest on the Deposits will accrue to any Purchaser. The Deposits will be applied to the purchase price of the Bonds. In the event a Purchaser fails to honor its accepted bid, the Deposit will be retained by the College. Checks of the unsuccessful bidders will be promptly returned to each bidder's representative or by registered mail.
- REGISTRATION: The Bonds will be registered as to principal and interest. Bankers Trust Company, Des Moines, Iowa, will act as registrar of the Bonds and transfer agent for the College.
- PRIOR REDEMPTION: Any Series A Bonds maturing on or after June 1, 2022, are subject to

in the prior sentence in a written agreement or contract for the benefit of the holders of the Bonds.

- C USIP NUMBERS: It is anticipated that the Bonds will be printed with CUSIP numbers, unless otherwise requested by the purchaser. In no event will the College be responsible for or Bond Counsel or Financial Advisor review or express any opinion of the correctness of such numbers, and incorrect numbers on said Bonds shall not be cause for the purchasers to refuse to accept delivery of the Bonds.
- RATINGS: The Bonds will be rated by Moody's Investors Service, Inc.
- FGAL OPINION: The Bonds will be sold subject to the opinion of Davis, Brown, Koehn, Shors & Roberts, P.C., Attorneys, of Des Moines, lowa, which will be furnished without expense to the purchasers of the Bonds at the delivery thereof. Except to the extent necessary to issue their opinion as to the legality of the Bonds, the attorneys will not examine or review or express any opinion with respect to the accuracy or completeness of documents, materials or statements made or furnished in cohnection with the sale, issuance or marketing of the Bonds.
- RIGHTS RESERVED: The right is reserved to reject any or all bids, and to waive any irregularities as deemed to be in the best interests of the public.
- Dated this 14th day of April, 2014. Carolyn Farlaw, Secretary of the Board of Directors of the Des Maines Area
 - Community College

state described real estate Includes the homestead (which must not exceed 1/2 Acre If within a city or town plat, or, if rural, must not exceed 40 Acres). defendant must file a homestead plat with the Sheriff within ten (10) days after service of this notice, or the Sheriff will have it platted and charge the costs to this case.

Redemption: NONE

Property exemption: Certain money or property may be exempt. Contact your attorney promptly to review specific provisions of the law and file appropriate notice, if applicable.

PETOSA PETOSA BOECKER 1350 NW 138TH ST #100 CLIVE, IA 50325 515-222-9400 THEODORE R BOECKER

- Bill McCarthy,
- Polk County Sheriff By KATHY BATTANI
- Published in the Des Moines Register April 23 and April 30. 2012
- Publisher's fee: \$70.51
- **R406 NOTICE OF SHERIFF'S** LEVY AND SALE In the lowa District Court for Palk County COURT CASE # EQCE072505 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE MIDFIRST BANK Plaintiff(s) VS. ÉDUARDOM. REED AND SIRIVANHKHAM N. REED; STATE OF IOWA, IOWA DEPARTMENT OF HUMAN
- SERVICES; STATE OF IOWA; UNITED STATES OF AMERICA, SECRETARY OF

ANTON LOT 2 IN PRAIRIE CREEK ESTATES PLAT 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF GRIMES, POLK COUNTY, INWA

- The described property will be offered for sale at public auction for cash only as follows:
- Date of Sale Thursday, May 29 2014 Time of Sale 10:00 AM Location of Sale 2309 EUCLID AVENUE DES MOINES, IA 50310
- Homestead · Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 Acre it within a city or town plat, or, if rural, must not exceed 40 Acres). defendant must file a homestead plat with the Sheriff within ten (10) days after service of this notice, or the Sheriff will have it platted and charge the costs to this case.
- Redemption: NONE
- Property exemption: Certain money or property may be exempt. Contact your attorney promptly to review specific provisions of the law and file appropriate notice, if applicable. KLATT, ODEKIRK, AUGUSTINE, SAYER,
 - TREINEN & RASTEDE, PC
 - 925 E 4TH STREET PO BOX 2675
 - WATERLOO, 1A 50704-2675 319-234-2530 BRIANGSAYER
- Bill McCarthy,
- Polk County Sheriff By KATHY BATTANI
- Published in the Des Moines Register April 23 and April 30, 2014.
- Publisher's fee: \$80.03

TRUSTEE TO JP MORGA CHASE BANK, N.A. TRUSTEE FOR TH CERTIFICATE HOLDERSO CDC MORTGAGE CAPITA TRUST 2004-HE3, MORTGAG PASS-THROUGH CERTIFICATES, SERIE 2004 HE3:

Defendant(s)

- As a result of the judame rendered in the above referend court case, an execution issued by the court to the i of this county. The exe ordered the sale of defendance property to satisfy the judame The property to be sold is re estate
- LOT 78 IN ELMCREST, A OFFICIAL PLAT, NO INCLUDED IN AND FORMIN A PART OF THE CITY O WINDSOR HEIGHTS, POL COUNTY, IOWA
- The described property will b offered for sale at public auctio for cash only as follows:
- Date of Sale Thursday, May 29 2014 Time of Sale 10:00 A/ Location of Sale 2309 EUCLI AVENUE DES MOINES, L 50310
- Homestead: Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 Acre i within a city or town plat, or, rural, must not exceed 40 Acres) defendant must file a homestea plat with the Sheriff within tel (10) days after service of thi notice, or the Sheriff will have platted and charge the costs t this case.
- Redemption: NONE
- **Property exemption:** Certai money or property may b exempt. Contact your attorne promptly to review specifi provisions of the law and fi

NOTICE OF BOND SALE DES MOINES AREA COMMUNITY COLLEGE NEW JOBS TRAINING CERTIFICATES The Des Molnes Area Community College (Merged Area XI) (the "College") of the Counties of Adoir, Audubon, Boae, Carroll, Cass, Clarke, Crawlord, Dollos, Greene, Guihrle, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Sheby, Story and Warren (the "Merged Area"), State of 10wa, will receive bids in Room 30b of Building Number 1 of the College In Ankeny, Iowa, at 11:000 clock a.m., Centrol Time, on Monday, May 12, 2014 for the purchase of the following New Jobs Training Certificates (In the aggregate, the "Bonds"). S5:500,000 Des Moines Area Community College Taxable New Jobs Training Certificates (Muitiple Projects 44:A) (the "Serles A Bonds") Sarles A Bonds are to be Issued for the purpose of Hinancing Ions (Muitiple Projects 44:B) (the "Serles B Bonds") Sarles A Bonds are to be Issued for the purpose of Hinancing Ions training programs under Chapter 260E of the Code of Issued for the purpose of Innancing tob training programs under Secien B Bonds are to be is sued for the purpose of financing tob training programs under Secien ISA.7 of the Code of I lowa, as amended (the "Aci") and the Serles B Bonds are to be is sued for the purpose of financing tob training programs under Secien ISA.7 of the Code of I lowa, as amended (the "Supplemental Aci"). Seporate seeled or electronic bids for each serles of Bonds will be acetived at the oille code of the president of Ine College at any time prior to 11:000 clock a.m., central Davilght Time, on the date of the sale. The most lavorable bids will be accepted by the College following the apening of bids and be sold to the most lavorable bidder's for cash, unless the College delermines to tovorable bids will be accepted by the College delermines to cash, computed of the Bonds will be apening of bids and be sold to the most lavorable bidder's for cash, unless the College delermines to tovorable bidder whose bid produces the lowest irue interest is avail

- principal on the Bonds is paid in full. interest will be computed on the basis of a 360-day year of twelve 30-day manths. Principal and interest will be payable by Bankers Trust Company. Des Moines, jawa, the Paying Agent for the College. AUTHORITY: The Series A Bonds are issued under the authority of Chapter 240E at the Code of Iowa, as amended, and the Series B Bonds are issued under the authority of Section 15A.7 of the Code of lawa, as amended, PURPOSE: The Bonds will be used to finance the training of workers (the "Projects"), including the cosis of the Issuance of the Bonds will be sub at the following companies (the "Companies") at the following locations: Company, Location Access Systems, Inc. / Waukee, lowa Accu-Mold Holdings Corporation; Ankeny, Jowa Gary W. Clem, Inc. d/b/a ALMACO; Nevada, Iowa Baker Mechanical, Inc. d/b/a Almache Composites, Inc. J Newion, Jowa Baker Mechanical, Inc. d/b/a Baker Group, Des Moines, Iowa Bell Brathers Heating and Air Conditioning, Inc.; Des Moines, Iowa

Towa Carrier Access, Inc.; Clive, Iowa Castie Metal, Inc.; Pella, Iowa Denso International America, Inc.; Urbondole, Iowa Dupon Danisco Celluíosic Elhanol LLC: Nevada, Iowa Eurolins Scientillo, Inc.; Des Moines, Iowa Express Logistics, Inc.; Waukee, Iowa

Express Logistics, inc., week lowa Health Enterprises of Lowar Newton, Iowa Fyber-Vision, Inc. d/b/a Huston Miliwork; Grimes, Iowa IMT Insurance Company: West Des Molnes, Iowa Indoshell Procision Technologies, LLC; Story City, Iowa IP Pathways, LLC; Urbandale, Iowa

John Decre Intelligent Solutions, Group, a Division of Decre & Company: Urbandale, Iowa Kreg Enterprises, Inc. d'ava Kreg Tool Company: Huxley, Iowa Loffredo Gardens, Inc.; Des Molnes, Iowa Midland National Life Insurance Company: West Des Molnes, Iawa

lowa

lowa Morpho Trust USA, Inc.; Des Molnes, Iowa Murphy Tower Service, LLC; Carlist, Iowa Patriot Converting, Inc.; Newton,

Ploneer HI-Bred International, inc.: Johnston, Iowa The Printer, Inc.: Des Moines,

The Printer, Inc.; Des Moines, Jowa Puck Custom Enterprises, Inc.; Manning, Jowa Rural Soluxions LLC; Ames, Jowa Stash Web Studios, LLC; Ankeny, Jowa

Telligen, Inc.; West Des Moines,

TPE Logistics Group, inc.; Ankeny, lowa TPI Jawa, LLC; Newton, Jowa The Toro Compony; Ankeny, Jowa Walsh Door & Hardware Co.; Des

Molnes, Iowo Walter G. Anderson, Inc.: Newton,

- Wolish Door & Hardware Co.; Des Molnes, Jawa Waller G. Anderson, Inc.; Newton, Jawa Weller, Inc.; Knoxville, Jawa Windsor Window Company; West Des Molnes, Jowa The Protects are undertaken pursuani lo Industrial New Jobs Training Agreements between the College and each of the Companies. The proceeds of the Issuance of the Bonds will also be used to pay related administrative costs of the new Jobs training programs and costs of Issuance. SECURITY: The Series A Bonds are secured by a special fund of the College into which are deposited a new Jobs credit from withholding taxes authorized under the Act and Jobe received or derived from new employment resulting from each of the Protects. The Series B Bonds are secured by a supplemental Act and to be received or derived from new employment resulting from each of the Protects. In addition, each series of Bonds is secured by a special standby fax assessed upon all taxabie property within the Merged Area to the exioni necessary to pay principal adminiers on the Bands. PARTY BONDS: The College reserves the right to issue

- property within the Merged Area to the extoni necessary to pay principal and interest on the Bands. PARITY BONDS: The College reserves the right to issue additional bonds payable from the same sources and ranking on a parily with each series of the Bonds. INTEREST RATE AND BIDDING REQUIREMENTS: The two series of Bonds shall be sold separately. Bidders may bid on one or both series of Bonds. The Bonds shall bear interest at a rate or rates to be fixed by the bids therefor, expressed in multiples of 1/8 or 1/2001 %, or both. No Bond shall bear more than one interest rate, all Bonds of a series maturing in any one year shall carry the same interest saccified for Bonds of any maturity shall not be less than a rate of interest specified for on earlier maturity of the some series. No proposal for the purchase of less than all of the Bonds of the same series or at a price less than \$3,712,590 (97,4%) plus accrued interest for the Series B Bonds will be considered. Each bid shall slate the total interest cort at premium or discount, the net interest cost to the College and the frue effective interest rate thereunder, but such slatements shall no the considered opart of the bid. The successful bidder for the Series A Bonds will be required the bid. he successful bidder for the Series A Bonds will be required to provide to the College by May 15, 2014 the initial price to the public at which a substantial amount of the Series A Bonds have been sold and will be required to confirm such information in writige of the ï

- redempilon prior to their stated maturilles, hawhole or from time to ithe in park, in ourmerical order, on June 1, 2017, or on any date thereafter all heading of the Collesce, upon terms of park of coll. Any Series B Bonds, maturing on or after June 1, 2022, or e sublect to redempilon prior to their stated maturilles, in whole or from time to time in park, in numerical order, ou June the most inter all other to time in park in numerical order, ou June the most inter all other to time in body coll. ENTRY SYSTEM: The Bonds will be issued by means of o body centry system with no symdet to the public. The Bonds will be issued in fully registered from ondone Bond, representing the aggregate principal amount of the Bonds maturing in each year. Will be registered in the nort, which will oct as securities depository of the Bonds may representing the Bonds maturing in each year. Will be registered in the mode formound of Schoor any multicity through to base securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of Schoor any multicity through to base securities a parket by the registered of the Bonds may be made in the principal and interest are payable by the registered owner of the Bonds. Transfer of principal and interest are payable by the registered owner of the Bonds. Transfer of principal and interest are payable by the registered owner of the Bonds. Transfer of principal and interest are payable by the registered owner of the Bonds. Will be the responsibility of DTC; ironsfer of principal and interest are payable by the registered owner of the Bonds. Will be the response is beneficial owners. The Purchaser, as a condition of delivery of the Bonds, will be response to the purchasers, and difficulty and the colleger of principal and the colleger may alve the successful bidders five work and the colleger will ensore the deposition of the difficulty of the statement in accordance with Resolution of the line coll sto the difficulty of the Bonds should be old by the p

- produces the lowest true interest cast, computed os the discount rate which, when used with semiannual compounding to determine the present value of the principal and interest payments as of the date of the Bonds, produces an amount equal to the purchase price. In the event two or more bids state the lowest true interest cost, the sale of the Bonds will be awarded by lot.
- the lowest irve interest cosi, the sale of the Bonds will be avorded by lot. The College reserves the right to increase or reduce the principal amount of the Bonds to be sold on the date of the sole on the bosts of the bids received and market conditions and will adjust the purchase price proportionately. The principal amount will not exceed \$5.600,000, in the case of the Bonds. Series A Bonds, and 25.000, in the case of the ies Bonds. EECTRONIC BIDS: The College assumes no responsibility or that electronic bids will be received via PARITY*, in the manner described herein, until 11:00 a.m., Central Day light Time on Monday, May 12, 2014, but no bid will be received after that time. Electronic facsimile bids will be

POLK COUNT SPECIAL EXECUTION/NOTICE OF SHERIFF SALE BANKERS TRUST COMPANY BANKERS Plaintiff(s)

- Plaintiff(s) VS. LINDSAYA. WALTON, UNKNOWN SPOUSE OF LINDSAYA. WALTON, PARTIES IN POSSESSION Defendant(s) As a result of the ludgment rendered in the above referenced court case, an execution was issued by the court to the Sheriff of this county. The execution ordered the sale of defendant(s) property to satisfy the ludgment. The property to be sold is real estate THE EAST HALF OF THE SOUTH 129.05 FEET OF LOT IT IN B.PARK'S PLACE, AN OF FICIAL PLAT, NOW INCLUDED IN AND FORMING A PARTOF THE CITY OF DES MOINES, POLK COUNTY, IOWA

- IOWA The described property will be offered for sale at public auction for cash only as follows: Date of Sale Thursday, May 29, 2014 Time of Sale 10:00 AM Location of Sale 2309 EUCLID AVENUE DES MOINES, IA 50310 Homesterd: Defendent is the
- Location of Sale 2309 EUCLID AVENUE DES MOINES, IA 50310 Homestead: Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 Acre 1f within a city or town plat, or, if rural, must not exceed 1/2 Acre 3, defendant must file a homestead plat with the Sheriff within ten (10) days after service of this notice, or the Sheriff within ten (10) days after service of this notice, or the Sheriff within ten (10) days after service of this notice, or the Sheriff within ten (10) days after service of this notice, or the Sheriff within ten (10) days after service of this notice, or the Sheriff within ten (10) days after service of this notice, or the Sheriff may be exempt. Contact your attorney promptly to review specific provisions of the law and file appropriate notice, if applicable. ABENDROTH & RUSSELL PC 2560 73RD STREET URBANDALE, IA 50322 S15-278-0138 CHRISTOPHER L. LOW BIII McCathly, Polk County Sheriff By KATHY BATTANI Published in the Des Moines Register April 23 and April 30, 2014.

R408 NOTICE OF SHERIFF'S LEVY AND SALE In the lowa District Count for Polk COURT CASE # EQCE074344 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE J PMORGAN CHASE BANK, NATIONAL ASSOCIATION Plaintiff(s)

- NATIONALASSOCIATION Plainiff(s) VS. MATTHEW L. PARKINSON AND A M Y E. PARKINSON AND S H E R WIN WILLIAMS COMPANY Defendant(s) As a result of the ludgment rendered in the above referenced court case, an execution was Issued by the court to the Sheriff of this county. The execution ordered the sale of defendant(s) property to satisfy the ludgment. The property to be sold is real estate EVT I IN GOLFVIEW ACRES PLAT I. AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF POLK COUNTY, IOWA. The described property will be offered for sale at public auction far casheniy as follows: Date of Sale Thursday, May 29, 2014 Time of Sale 10:00 AM Location of Sale 2309 EUCLID AVENUE DES MOINES, IA 50310

I.,

Location of Sale 2309 EULLID AVENUE DES MOINES, IA 50310 Homestead: Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 Acre if within a city or town plat, or, if rural, must not exceed 40 Acres), defendant must file a homestead plat with the Sheriff wilthin ten (10) days after service of this notice, or the Sheriff will have it platted and charge the costs to this case. Redemption: NONE Property exemption: Certain money or property may be exempt. Contact your attorney promptily to review specific provisions of the law and file appropriate notice, if applicable. PETOSA PETOSA BOECKER 315-222-9400 CLIVE, IA50325 515-222-9400 THEODORE BOECKER Sill McCarthy, Polk Conthy Sheriff By KATHY BATTANI Published in the Des Moines Register April 23 and April 30, 2014. Publisher's fee: \$70.51

- Publisher's fee: \$70.51

- HOUSING AND URBAN DEVELOPMENT Defendant(s) As a result of the iudgment rendered in the above referenced court case, an execution issued by the court to the Sherit of this county. The execution ordered the sale of defendant(s property to satisfy the iudgment The property to be sold is rea estate west 114 1/2 FEET THEREOF IN HALLETT ACRES, AN OF FICIAL PLAT, NOW INCLUDED IN AND FORMING APART OF THE CITY OF DES MOINES, IOWA AKA THE WEST 114 1/2 FEET THEREOF IN HALLET ACRES, AN OF FICIAL PLAT, NOW INCLUDED IN AND FORMING APART OF THE CITY OF DES MOINES, IOWA AKA THE WEST 114 1/2 FEET THEREOF IN HALLET ACRES, AN OF FICIAL PLAT, NOW INCLUDED IN AND FORMING APART OF THE CITY OF DES MOINES, POLK COUNTY IOWA. The described property will be offered for sale at public auction for cash only as follows: Date of Sale Thursday, May 29 2014 Time of Sale 10:00 AM Location of Sale 2309 EUCLI AVENUE DES MOINES, IA 50300 Homestead: Defendant is advised that if the described real estaty includes the homestand (when
- Location of Sale 2309 EUCLIN AVE NUE DES MOINES, 1A 50310 Homestead: Defendant is advised that if the described real estatk includes the homestead (which must not exceed 1/2 Acre 1 within a city or town plat, or, i rural, must not exceed 40 Acres) defendant must file a homestea plat with the Sheriff within ter (10) days after service of thi notice, or the Sheriff within ter (10) days after service of thi notice, or the Sheriff with have i platted and charge the costs to this case. Redemption: NONE Property exemption: Certain money or property may be exempt, Contact your attorne promptly to review specific provisions of the law and fild appropriate notice, if applicable PETOSA PETOSA BOECKEF 1350 NW 138TH ST #100 CLIVE, IA 5032 55-222-940 THEODORE R. BOECKE Bill McCarthy, Polk County Sheriff By KATH BATTANI Published in the Des Moind Register April 23 and April 3 2014. Publisher's fee: \$83.20

Publisher's fee: \$83.20

9 R405 NOTICE OF SHERIFF'S LEVY AND SALE In the low District Court for Pol COURT CASE # EQCE075513 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE WELLS FARGO BANK, N.A. Plaintiff(s) VS. WEI

- WELLS FARGO BANK, N.A. Plaintiff(s) S. SASHA N. ALEXANDER A/K/A SASHA N. ALEXANDER VICE A/K/A SASHA N. VICE; AND SPO USE OF SASHA N. ALEXANDER A/K/A SASHA N. ALEXANDER A/K/A SASHA N. ALEXANDER WICE, Defendant(s) As a result of the judgment rendered in the above referenced court case, an execution was issued by the court to the Sheriff of this courty. The execution ordered filesale of defendant(s) property to satisfy the judgment. The property to be sold is real estate LOT 75 IN THIRD PLAT OF P R 0 S PECT PARK, AN O FFICIAL PLAT, NOW INCLUBED IN AND FORMING A PART OF THE CITY OF DES MOINES, POLK COUNTY, IOWA The described property will be offered for sale af public auction for cashonly as follows: Date of sale Thursday, May 29, 2014 Time of sale 10:00 AM Location of Sale 2309 EUCLID AVENUE DES MOINES, IA 150310

- 50310 Homestead: Defendant is advised that if the described real estate includes the homestead (which must not exceed 1/2 Acre if within a city or town plat, or, if rural, must not exceed 40 Acres), defendant must file a homestead plat with the Sheriff within ten (10) days after service of this notice, or the Sheriff will have it platted and charge the costs to this case.
- notice, or minimized and charge minimized and the second and the s

COURT CASE # EQCE075609 POLK COUNTY SPECIAL EXECUTION/NOTIC OF SHERIFF SALE WELLS FARGO BANK, N.A. Plointiff(s) VS.

- Plaintin(s) VS. ANTHONY J SELIQUINI; AN AMANDA SELIQUINI; AN SPOUSE OF AMAND SELIQUINI, Defendant(s) As a result of the judgme rendered in the above referenc court case, an execution w issued by the court to the Sher ordered the sale of defendant property to salisfy the judgme The property to be sold is re estate

- ordered the sale of defendant property to salisfy the judgme The property to be sold is re estate LOTS 17 AND 18 IN BLOCK L A VIATION PARK, A OFFICIAL PLAT, NO INCLUDED IN AND FORMIN A PART OF THE CITY OF D MOINES, POLK COUNT 10WA The described property will offered for sale at public auct for cash only as follows: Date of Sale Thursday, May 2014 Time of Sale 10:00 A Location of Sale 2309 EUCL AVENUE DES MOINES, 50310 Hornestead: Defendant Is act that if the described real that if the described real must not exceed 1/2 Acres within a city or town plat, or, rural, must not exceed 40 Acres defendant must file a homestead plat with the Sheriff within the (10) days after service of th notice, or the Sheriff within to (10) days after service of th money or property may be exempt, Contact your attorne promptly to review specifi provisions of the law and fil appropriate nofice, if applicable DAVIS BROWN LAW FIR 215 10TH STREET STE 130 DAVID MERICKST

- DAVID M ERICKS DAVID M ERICKS Bill McCarthy, Polk County Sheriff By KATH BATTANI Published in the Des Moine: Register April 23 and April 30 2014. Publishere for the

K409 NOTICE OF SHERIFF'S LEVY AND SALE In the low a District Court for Polk County COURT CASE # EQCE075740 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE J P MORGAN CHASE BANK, NATIONAL ASSOCIATION Plaintiff(s) VS. Plaintiff(s) VS. MiCHAEL C.GEORGE; JESSICA J. GATHERCOLEFKA JESSICAJ, GEORGE Defendant(s) As a result of the ludgment rendered in the above referenced court case, an execution was issued by the court to the Sheriff of this county. The execution ordered the sale of defendant(s) property to satisfy the ludgment. The property to be sold is real estate LOT 43 IN WESTWOOD-ANKENY 'PLAT NO. 2, AN OFFICIAL LOT 43 IN WESTWOOD-ANKENY 'PLAT NO. 2, AN OFFICIAL PLAT, NOW INCLUDED IN AND FORMING A PART OF THE CITY OF ANKENY, POLK COUNTY, 10WA. The described property will be offered for sale at public auction for cash only as follows: Date of Sale Thursday, May 29, 2014 Time of Sale 16:100 AM Location of Sale 2309 FULCLID

Bill McCarthy, Polk County Sheriff By KATHY BATTANi Published in the Des Moines Register April 23 and April 30, Publisher's fee: \$73.68

R404 NOTICE OF SHERIFF'S LEVY AND SALE In the lowa District Court for Polk County COURT CASE # EQCE074277 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE WELLS FARGO BANK, N.A. Plainliff(s) VS.

VS. LEE J. WIGGINS, SPOUSE OF LEE J. WIGGINS, JENNIFER A. GARDNER-WIGGINS, SPOUSE OF JENNIFER A. GARDNER-WIGGINS, ACCREDITED COLLECTION SER VICE, INC., THE GROUNDS KEEPER LC, THE CBE GROUP INC, LITIGATION CENTER, TROUT GENERAL CON ST R UCT ION, AN D PARTIES IN POSSESSION, Defendant(s) As a result of the ludgment renered in the above referenced court case, an execution was

sued by the court to the Sheriff f this courty. The execution court

R401 NOTICE OF SHERIFF'S LEVY AND SALE In the Jowa District Court for Poll COURT CASE # EQCEO7524 POLK COUNTY SPECIAL EXECUTION/NOTICE OF SHERIFF SALE WELLS FARGO BANK, N.A., A TRUSTEE, IN TRUST FOI THE REGISTERED HOLDER OF PARK PLAC SECURITIES, INTCA ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIE 2004-WCW2 Plaintliff(S) VS. AJ PALMGREN, CAPITA BANK (USA) NA ATA CAPITAL ONE BANK COMMUNITY STATE BAN NA; DISCOVER BANK COMMUNITY STATE BANK SPOUSE OF ALP ANY THE BANK COMMUNITY STATE BANK COMMUNITY STATE BANK



COPY OF ADVERTISEMENT

Exhibit "A"

AFFIDAVIT OF PUBLICATION

STATE OF IOWA

COUNTY OF POLK

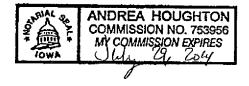
The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, which its principal place of business in Des Moines, Iowa, a daily newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register on the following dates

> 4-30-14 #321.72

Any K. Ruman

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Notary Public in and for the State of Iowa



COPY OF ADVERTISE!

REGISTE

- Exhibit-"A" * ****

NOTICE OF INTENTION TO ISUE NEW JOBS TRAINING CERTIFICATES (MULTIPLE PROJECTS 44) OF THE DES MOINES AREA COMMUNITY COLLEGE Notice is hereby given that a public hearing will be conducted before the Board of Directors of Des Moines Area Community College (the "College") at the Carroll Gampus of the College at 906 North Grant Road in Carroll, lowa at 4:00 p.m. on May 12, 2014, on a proposal to issue not to exceed \$5,600,000 aggregate principal amount of the College's Taxable New Jobs Training Certificates (Multiple Projects 44-A) (the "Act Certificates; Multiple Projects A4-B) (the "S up ple mental Act Certificates (Multiple Projects A4-B) (the "S up ple mental Act Certificates"), pursuant to the provisions of Chapter 260E of the Code of lowa, and not to exceed 33,025,000 aggregate mount of the College's Taxable New Jobs Training Certificates (Multiple Projects A4-B) (the "S up ple mental Act Certificates "), pursuant to the provisions of Sectian 15A.7 of the Code of lowa (the Act Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs and administrotive expenses, of new jobs training programs (the "Projects") io educate and train workers for new jobs at the following company; Location Access Systems, inc.; 1050 SE Olson Drive Waukee, Iowa 50263 Accu-Moid Holdings Corporation; 1711 SE Oralabor Road

Access Systems, Inc., 1030 SE Olson Drive Waukee, Iowa 50263 Accu-Moid Holdings Corporation; 1711 SE Oralabor Road Ankeny, Iowa 50021 Gary W. Clem, Inc. d/b/a ALMACO; 99 M Avenue Nevada, Iowa 50201 Avalanche Composites, Inc.; 200 East 12th Street South Newton, Iowa 50208 Baker Mechanical, Inc. d/b/a Baker Group; 4224 Hubbell Avenue Avenue

Des Moines, Iowa 50317 Bell Brothers Heating and Air Conditioning, Inc.; 2822 6th

Conditioning, Inc.; 2822 6th Avenue Des Moines, Iowa 50313 Carrier Access, Inc.; 12129 University Avenue Clive, Iowa 50265 Castle Metal, Inc.; 214 Clark Street Pella, Iowa 50219 Denso International Amorica

Pella, lova 50219 Denso International America, Inc.; 11323 Meredith Drive Urbandale, Iowa 50322 Dupont Danisco Cellulosic Ethanol LLC; 59219 Lincoln Highway Nevada, Iowa 50201 Eurofins Scientific, Inc.; 2200 Rittenhouse Street Des Moines, Iowa 50321 Express Logistics, Inc.; 1125 SE Westbrooke Drive, Suite B

Waukee, Jowa 50243 Health Enterprises of Iowa; 403 West 4th Street Newton, Jowa 50208 Fyber-Vision. Inc. d/b/a Huston Millwork; 1400 SE 11th Street Grimes, Jowa 50111 IMT Insurance Company; 4445 Corporate Drive West Des Moines, Jowa 50266 Indosheil Precision Parkway Story City, Jowa 50248 IP Pathways, LLC; 2550 73rd Street Urbandale, Jowa 50322 John Deere Intelligent Solutions Group, a Division of Deere & Company; 4140 NW 114 Street Urbandale, Jowa 50322 Kreg Enterprises, Inc. d/b/a Kreg Tool Company; 201 Campus Drive Huxley, Jowa 50324 LOTfredo Gardens, Inc.; 4001 SW 63rd Street Des Moines, Jowa 50314 Midland National Life Insurance Company; 4350 Westown Parkway West Des Moines, Jowa 50313 Murphy Tower Service, LLC; 20220 Highway5 Carlisle, Jowa 50313 Murphy Tower Service, LLC; 20220 Highway5 Carlisle, Jowa 50315 Pioneer Hi-Bred International, Jnc.; 7100 NW 62nd Avenue Johnston, Jowa 50208 Pioneer Hi-Bred International, Inc.; 7100 NW 62nd Avenue Johnston, Jowa 50315 Puck Custom Enterprises, Jnc.; 110 100th Street Manning, Jowa 50315 Puck Custom Enterprises, Jnc.; 1110 100th Street Manning, Jowa 50315 Puck Custom Enterprises, Jnc.; 1110 100th Street Manning, Jowa 50010 Slash Web Studios, LLC; 315 SW Mapple Street Ankeny, Jawa 50023 Teiligen, Inc.; 1776 West Lakes Parkway West Des Moines, Jowa 50266 Meret Jower Manning, Jowa 50266 Meret Jowa 50010 Slash Web Studios, LLC; 315 SW Mapple Street Ankeny, Jawa 50023 Teiligen, Inc.; 1776 West Lakes Parkway

Parkway West Des Moines, Iowa 50266 TFE Logistics Group, Inc.;:5500 SE Delaware Ankeny, Iowa 50021 TPI Iowa, LLC; 2300 North 33rd Avenue N Newton, Iowa 50208 The Toro Company; 5500 SE Delaware Ankeny, Iowa 50021 Walsh Door & Hardware Co.; 2600 Delaware Avenue Des Moines, Iowa 50317 Walter G. Anderson, Inc.; 1204 North ISth Ave Newton, Iowa 50208 Weiler, Inc.; 815 Weiler Drive Knoxville, Iowa 50138 Windsor Window Company; 900 South 19th Street West Des Moines, Iowa 50265 All residents of the Merged Area who appear at said public hearing shall be given an opportunity to express their views for or agoinst the proposal to issue said Certificates, and at s a id he ar in g, or a ny adiournment thereof, the Board of Directors of the College shall adout a resolution determining whether or not to proceed with the issuance of said Certificates. Notice is further given of the Intention of the Board of Directors of the College to issue the Certificates and that the Board of Directors has instituted proceedings and laken further and additional action for the authorization and issuance of the Certificates. A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the College is located, appeal the decision of the Board of Directors in proposing to is sue the Certificates. The action of the Board of Directors in Proposing to issue the Certificates is final and conclusive unless the district court of a county in the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the legality of the Certificates, the sourd of the Board of Directors to Issue the Certificates, the sourd of the Board of Directors to Sue the Board of Directors to Sue the Certificates, the legality of th

College Secretary of the Board of Directors

OF PUBLICATION

STATE OF IOWA

SS

COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, which its principal place of business in Des Moines, Iowa, a daily newspaper of general circulation printed and published in the City of Des Moines, Polk County, lowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register on the following dates

Try K. Reinian

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct.

Notary Public in and for the State of Iowa



REGISTER MEDIA

COPY OF ADVERTISEMENT

Exhibit "A"

NOTICE TO BIDDERS

- NOTICE OF HEARING AND LETTING DESMOINESAREA COMMUNITY COLLEGE DOP DRIVE IMPROVEMENTS, ANKENY CAMPUS Time and Placa for Filing Sealed Proposais . Sealed bisfor the work comports is in 9 the improvements as stated belaw must be filed before 2:00 p.m., May 6, 2014, of DMACC Ankeny Compus. Commons, Eldon Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, Iowa. Time and Place Sealed Proposals Will be Opened and Cansilared. Sealed proposals will be opened and bids tabulated at 2:00 p.m., May 6, 2014, at the DMACC Ankeny Blvd., Ankeny, Iowa. Fiden Leonard Board Room, 2006 S. Ankeny Blvd., Ankeny, 1000, for consideration by the DMACC Board of Directors of its meeting on May 12, 2014. DMACC reserves the right to relect any and biblis. Time for Comments shall begin on or before the dist seclided in a written Natice to Proceed. The anticipated date for Proceed. The anticipated date for the Notice to Proceed is May 16, 2014. The improvements shall begin on or before the dist seclided by August 15, 2014. Bid Security. Each bidder shall activities shall be completed by August 15, 2014. Bid Security. Each bidder shall activities shall be completed by August 15, 2014. Bid Security. Each bidder shall activities shall be contract, in an amount equal to one hundred percent of the amount of the successful bidder willenter into a contract for the work bid upon and will furnish after he award of contract a corporate surety bond, in form acceptable to DMACC, for the faith ful performance of the contract, in an amount equal to one hundred percent of the amount of the successful bidder willenter into a contract dor the work bid upon and will furnish after he award of contract a corporate surety bond, in form acceptable to DMACC, for the faith ful performance of the contract, in an amount equal to one hundred percent of the amount of the successful bidder will here into a contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contract documents with corporate surety satisfactory to the Jurisdiction. The

Electronic contract documents of

- Electrofile contract documents are avoilable at no cost by clicking on the "Bid Documents" link at www.smyder-associates.com
 and choosing the DMACC Loop
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 Campus Project on the left.
 Project information, engineer's
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 and choosing the DMACC Loop
 Drive Improvements, Ankeny
 Campus Project on the left.
 Project information, engineer's
 cost opinion, and plambolder
 information is also available at this website. Plan downloads
 require the user to register fora
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 will be held by the DMACC
 Board of Directors on the
 proposed contract documents at fils
 meating at 4.00 p.m., May 12, 2014, DMACC Carroll Campus, Room 124, 906 N. Groant Acada, Carroll, lowa, Room 124.
 G en er al Nature of Public entrains
 pavement patching on DMACC
 Bivd between Lake Vlew Drivo
 and miscellaneous associated work.

STATE OF IOWA

AFFIDAVIT OF PUBLICATION

SS

COUNTY OF POLK

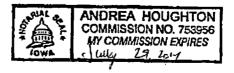
The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, which its principal place of business in Des Moines, Iowa, a daily newspaper of general circulation printed and published in the City of Des Moines, Polk County, lowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register on the following dates

4-17-14 4-24-14

Try K. Dunison

I certify under penalty of perjury and pursuant to the laws of the State of lowa that the preceding is true and correct.

Notary Public in and for the State of Iowa



Board of Directors Des Moines Area Community College

A special meeting of the Des Moines Area Community College Board of Directors PUBLIC HEARING was held at the Carroll campus on May 12, 2014. Board Chair Joe Pugel called the May 12, 2014 meeting to order at 4:00 p.m. Members present: Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger*, ROLL CALL Joe Pugel, Wayne Rouse. Members connected via telenet: Fred Buie, Jeff Hall, Madelyn Tursi*. Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; faculty and staff. Rouse moved; seconded by Langston to approve the tentative agenda as CONSIDERATION OF TENTATIVE AGENDA presented. Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Pugel, Rouse, Nay-none. ACKNOWLEDGEMENT OF Board Secretary Carolyn Farlow reported that the notice of the time and place for PUBLIC HEARING the Public Hearing for the bond sale was published in the Des Moines Register on Wednesday, April 30. The notice of the time and place for the Public Hearing for the Loop Drive Improvements on the Ankeny campus was published in the Des Moines Register on Thursday, April 17. The Notice to Bidders was published in the Des Moines Register on Thursday, April 17 and again on Thursday, April 24. No written objections have been received. *Metzger arrives at 4:04 p.m. Tursi joins via telenet at 4:05 p.m. PUBLIC COMMENTS None. MULTIPLE PROJECTS 44 Halterman moved; seconded by Rouse to approve items #6-8 as one consent item. Motion passed on a roll call vote. Aye-Buie, Hall, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none. Board Report 14-060. Attachment #1. A resolution to proceed with the issuance and sale of the new jobs training certificates. Board Report 14-061. Attachment #2. A resolution authorizing the issuance of \$9,290,000 new jobs training certificates. Board Report 14-062. Attachment #3. A resolution directing the sale of \$9,290,000 new jobs training certificates.

LOOP DRIVE IMPROVEMENTS, ANKENY CAMPUS <u>Board Report 14-063</u>. Attachment #4. Halterman moved; seconded by Knott recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the Loop Drive Improvements, Ankeny Campus and to award the contract to Manatt's Inc.

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

ADJOURN

Rouse moved; seconded by Tursi to adjourn. Motion passed unanimously and at 4:12 p.m. Board Chair Joe Pugel adjourned the meeting. Aye-Buie, Hall, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

JOE PLOEL Board Chair

n Julou

CAROLYN FARLOW, Board Secretary

Carroll, Iowa May 12, 2014 #1

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 12th day of May, 2014, at 4:00 p.m. at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

Name	Present	Absent
Joseph Pugel, President Kevin Halterman Jeff Hall Madelyn Tursi Fred Buie Wayne E. Rouse Cheryl Langston Jim Knott Carl Metzger	ব্যব্যব্যব্য	

The Board investigated and found that notice of intention to issue New Jobs Training Certificates (Multiple Projects 44) had, as directed by the Board, been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposal to issue such New Jobs Training Certificates, the President announced that all local residents attending the hearing would now be given an opportunity to express their views for or against the proposal to issue the New Jobs Training Certificates. The following local residents attending the hearing expressed their views as follows:

(Here set out names of residents appearing and summary of any views expressed. If none, insert the word None.") After all local residents who appeared at the meeting who desired to do so had expressed their views for or against the proposal to issue the Certificates, there was introduced and caused to be read a Resolution entitled:

"RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF NEW JOBS TRAINING CERTIFICATES (MULTIPLE PROJECTS 44), IN AN AMOUNT NOT TO EXCEED \$9,425,000."

The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and upon the roll being called, the following named Board Members voted:

Name	Moved	<u>Seconded</u>	Aye	<u>Nay</u>
Joesph Pugel Kevin Halterman Jeff Hall Madelyn Tursi Fred Buie Wayne E. Rouse Cheryl Langston Jim Knott Carl Metzger			বিহিবিহাহ্য	

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

dent of the Board of Directors

Attest:

Carolyn Farlow, Secretary of the Board of Directors

RESOLUTION

RESOLUTION TO PROCEED WITH THE ISSUANCE AND SALE OF NEW JOBS TRAINING CERTIFICATES (MULTIPLE PROJECTS 44), IN AN AMOUNT NOT TO EXCEED \$9,425,000.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

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

Company	<u>Location</u>
Access Technologies, Inc. d/b/a Access Systems, Inc.	1050 SE Olson Drive Waukee, Iowa 50263
Accu-Mold Holdings Corporation	1711 SE Oralabor Road Ankeny, Iowa 50021
Gary W. Clem, Inc. d/b/a ALMACO	99 M Avenue Nevada, Iowa 50201

Avalanche Composites, Inc. Baker Mechanical, Inc. d/b/a Baker Group Bell Brothers Heating and Air Conditioning, Inc. Carrier Access, Inc. Castle Metal, Inc. Denso International America, Inc. Dupont Danisco Cellulosic Ethanol LLC Eurofins Scientific, Inc. Express Logistics, Inc. Health Enterprises of Iowa Fyber-Vision, Inc. d/b/a Huston Millwork **IMT** Insurance Company Indoshell Precision Technologies, LLC IP Pathways, LLC

200 East 12th Street South Newton, Iowa 50208

4224 Hubbell Avenue Des Moines, Iowa 50317

2822 6th Avenue Des Moines, Iowa 50313

12129 University Avenue Clive, Iowa 50265

> 214 Clark Street Pella, Iowa 50219

11323 Meredith Drive Urbandale, Iowa 50322

59219 Lincoln Highway Nevada, Iowa 50201

2200 Rittenhouse Street Des Moines, Iowa 50321

1125 SE Westbrooke Drive, Suite B Waukee, Iowa 50263

403 West 4th Street Newton, Iowa 50208

1400 SE 11th Street Grimes, Iowa 50111

4445 Corporate Drive West Des Moines, Iowa 50266

435 Precision Parkway Story City, Iowa 50248

2550 73rd Street Urbandale, Iowa 50322 John Deere Intelligent Solutions Group, a Division of Deere & Company

Kreg Enterprises, Inc. d/b/a Kreg Tool Company

Loffredo Gardens, Inc.

Midland National Life Insurance Company

Morpho Trust USA, Inc.

Murphy Tower Service, LLC

Patriot Converting, Inc.

Pioneer Hi-Bred International, Inc.

The Printer, Inc.

Puck Custom Enterprises, Inc.

Rural Soluxions LLC

Slash Web Studios, LLC

Telligen, Inc.

4140 NW 114 Street Urbandale, Iowa 50322

201 Campus Drive Huxley, Iowa 50124

4001 SW 63rd Street Des Moines, Iowa 50321

4350 Westown Parkway West Des Moines, Iowa 50266

1700 Dixon Street Des Moines, Iowa 50313

20220 Highway 5 Carlisle, Iowa 50047

910 North 19th Ave East Newton, Iowa 50208

7100 NW 62nd Avenue Johnston, Iowa 50131

1220 Thomas Beck Road Des Moines, Iowa 50315

1110 100th Street Manning, Iowa 51455

1601 Golden Aspen Drive, Suite 108 Ames, Iowa 50010

> 315 SW Maple Street Ankeny, Iowa 50023

1776 West Lakes Parkway West Des Moines, Iowa 50266 TFE Logistics Group, Inc. 5500 SE Delaware Ankeny, Iowa 50021 2300 North 33rd Avenue N TPI Iowa, LLC Newton, Iowa 50208 The Toro Company 5500 SE Delaware Ankeny, Iowa 50021 Walsh Door & Hardware Co. 2600 Delaware Avenue Des Moines, Iowa 50317 1204 North 15th Ave Walter G. Anderson, Inc. Newton, Iowa 50208 Weiler, Inc. 815 Weiler Drive Knoxville, Iowa 50138 900 South 19th Street Windsor Window Company West Des Moines, Iowa 50265

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

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its New Jobs Training Certificates pursuant to the provisions of the Act in the amount of \$5,600,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in the amount of \$3,825,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company:

<u>Company</u>	Certificates Under the <u>Act</u>	Certificates Under the Supplemental <u>Act</u>	Total <u>Amount</u>
Access Technologies, Inc. d/b/a Access Systems, Inc. Accu-Mold Holdings Corporation	\$142,500 127,500	\$79,000 50,000	\$221,500 177,500

Gary W. Clem, Inc. d/b/a ALMACO	129,500	97,500	227,000
Avalanche Composites, Inc.	31,000	13,000	44,000
Baker Mechanical, Inc. d/b/a Baker Group	802,000	689,500	1,491,500
Bell Brothers Heating and Air	79,000	23,500	102,500
Conditioning, Inc.			
Carrier Access, Inc.	112,000	80,000	192,000
Castle Metal, Inc.	87,000	81,000	168,000
Denso International America, Inc.	63,000	29,000	92,000
Dupont Danisco Cellulosic Ethanol LLC	209,500	209,500	419,000
Eurofins Scientific, Inc.	84,000	12,500	96,500
Express Logistics, Inc.	111,750	111,750	223,500
Health Enterprises of Iowa	122,000	103,500	225,500
Fyber-Vision, Inc. d/b/a Huston Millwork	28,000	6,000	34,000
IMT Insurance Company	165,500	134,500	300,000
Indoshell Precision Technologies, LLC	85,000	23,500	108,500
IP Pathways, LLC	146,000	123,000	269,000
John Deere Intelligent Solutions Group, a	137,000	137,000	274,000
Division of Deere & Company			
Kreg Enterprises, Inc. d/b/a Kreg Tool	57,500	44,500	102,000
Company			
Loffredo Gardens, Inc.	55,500	29,000	84,500
Midland National Life Insurance Company	139,000	106,500	245,500
Morpho Trust USA, Inc.	249,500	-0-	249,500
Murphy Tower Service, LLC	92,500	29,000	121,500
Patriot Converting, Inc.	32,500	24,000	56,500
Pioneer Hi-Bred International, Inc.	976,000	761,000	1,737,000
The Printer, Inc.	137,500	40,500	178,000
Puck Custom Enterprises, Inc.	15,000	-0-	15,000
Rural Soluxions LLC	97,500	79,000	176,500
Slash Web Studios, LLC	24,750	21,250	46,000
Telligen, Inc.	103,500	87,000	190,500
TFE Logistics Group, Inc.	49,500	-0-	49,500
TPI Iowa, LLC	449,500	288,000	737,500
The Toro Company	26,750	18,750	45,500
Walsh Door & Hardware Co.	39,000	11,000	50,000
Walter G. Anderson, Inc.	58,000	58,000	116,000
Weiler, Inc.	158,250	104,750	263,000
Windsor Window Company	111,000	49,000	160,000
A	~	~	-

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of New Jobs Training Certificates (Multiple Projects 44-A) of the College in an aggregate principal amount of \$5,600,000 (the "Act Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 44-B) of the College in an aggregate principal amount of \$3,825,000 (the "Supplemental Act Certificates") (the Act Certificates and the Supplemental Act Certificates are referred to in the aggregate as the "Certificates"); and

WHEREAS, notice of intention to issue New Jobs Training Certificates (Multiple Projects 44) in an amount not to exceed \$9,425,000, has, as directed by the Board of Directors, been duly given in compliance with the Act, the Supplemental Act and Section 147 of the Internal Revenue Code of 1986; and

WHEREAS, subsequent to the publication of the notice of intention to issue New Jobs Training Certificates (Multiple Projects 44), the College determined to reduce the amount of the Certificates to an amount not to exceed \$9,425,000; and

WHEREAS, a public hearing has been held on the proposal to issue the Certificates at the time and place as specified in said notice and all objections or other comments relating to the issuance of the Certificates have been heard.

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

Section 1. That it is hereby determined that it is necessary and advisable that the College proceed with the issuance of New Jobs Training Certificates (Multiple Projects 44) of the College in an aggregate amount not to exceed \$9,425,000, as authorized and permitted by the Act and the Supplemental Act to finance the cost of the Projects to that amount.

Section 2. That all objections and comments relating to the issuance of the Certificates have been heard and all such objections are hereby overruled.

Section 3. That the officers of the College are hereby authorized and directed to do any and all things deemed necessary in order to effect the accomplishment of the Projects and the issuance and the sale of the Certificates.

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

Section 5. That this Resolution shall become effective immediately upon its passage and approval.

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

Attest:

Secretary of the Board of Directors

STATE OF IOWA

COUNTY OF CARROLL

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

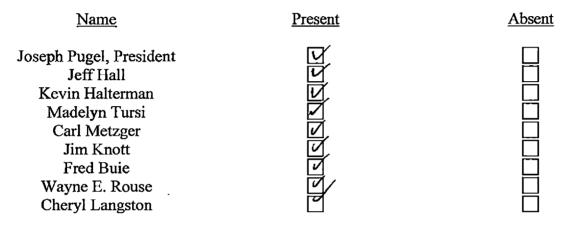
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Secretary of the Board of Directors

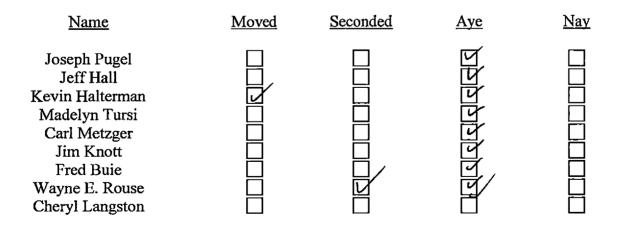
) SS:

Carroll, Iowa May 12, 2014

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, state of Iowa met in regular session on the 12th day of May, 2014, at 4:00 p.m. at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning the new jobs training agreements between the College and various companies and the issuance of New Jobs Training Certificates in order to fund the training programs. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Directing the Sale and Authorizing the Issuance of \$9,125,000 Taxable New Jobs Training Certificates (Multiple Projects 44) and Providing for the Securing of Such Certificates for the Purpose of Carrying Out New Jobs Training Programs". The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:



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

* * * * * * *

President of the Board of Directors

Attest: A Secretary of the Board of Directors

RESOLUTION DIRECTING THE SALE AND AUTHORIZING THE ISSUANCE OF \$9,125,000 TAXABLE NEW JOBS TRAINING CERTIFICATES (MULTIPLE PROJECTS 44) AND PROVIDING FOR THE SECURING OF SUCH CERTIFICATES FOR THE PURPOSE OF CARRYING OUT NEW JOBS TRAINING PROGRAMS

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

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

Company	Location
Access Technologies, Inc. d/b/a Access Systems, Inc.	1050 SE Olson Drive Waukee, Iowa 50263
Accu-Mold Holdings Corporation	1711 SE Oralabor Road Ankeny, Iowa 50021
Gary W. Clem, Inc. d/b/a ALMACO	99 M Avenue

Nevada, Iowa 50201

Avalanche Composites, Inc.

Baker Mechanical, Inc. d/b/a Baker Group

Bell Brothers Heating and Air Conditioning, Inc.

Carrier Access, Inc.

Castle Metal, Inc.

Denso International America, Inc.

Dupont Danisco Cellulosic Ethanol LLC

Eurofins Scientific, Inc.

Express Logistics, Inc.

Health Enterprises of Iowa

Fyber-Vision, Inc. d/b/a Huston Millwork

IMT Insurance Company

Indoshell Precision Technologies, LLC

IP Pathways, LLC

John Deere Intelligent Solutions Group, a Division of Deere & Company

200 East 12th Street South Newton, Iowa 50208

4224 Hubbell Avenue Des Moines, Iowa 50317

2822 6th Avenue Des Moines, Iowa 50313

12129 University Avenue Clive, Iowa 50265

> 214 Clark Street Pella, Iowa 50219

11323 Meredith Drive Urbandale, Iowa 50322

59219 Lincoln Highway Nevada, Iowa 50201

2200 Rittenhouse Street Des Moines, Iowa 50321

1125 SE Westbrooke Drive, Suite B Waukee, Iowa 50263

> 403 West 4th Street Newton, Iowa 50208

1400 SE 11th Street Grimes, Iowa 50111

4445 Corporate Drive West Des Moines, Iowa 50266

> 435 Precision Parkway Story City, Iowa 50248

> 2550 73rd Street Urbandale, Iowa 50322

> 4140 NW 114 Street Urbandale, Iowa 50322

Kreg Enterprises, Inc. d/b/a Kreg Tool Company

Loffredo Gardens, Inc.

Midland National Life Insurance Company

Morpho Trust USA, Inc.

Murphy Tower Service, LLC

Patriot Converting, Inc.

Pioneer Hi-Bred International, Inc.

The Printer, Inc.

Puck Custom Enterprises, Inc.

Rural Soluxions LLC

Slash Web Studios, LLC

Telligen, Inc.

TFE Logistics Group, Inc.

TPI Iowa, LLC

201 Campus Drive Huxley, Iowa 50124

4001 SW 63rd Street Des Moines, Iowa 50321

4350 Westown Parkway West Des Moines, Iowa 50266

1700 Dixon Street Des Moines, Iowa 50313

20220 Highway 5 Carlisle, Iowa 50047

910 North 19th Ave East Newton, Iowa 50208

7100 NW 62nd Avenue Johnston, Iowa 50131

1220 Thomas Beck Road Des Moines, Iowa 50315

1110 100th Street Manning, Iowa 51455

1601 Golden Aspen Drive, Suite 108 Ames, Iowa 50010

> 315 SW Maple Street Ankeny, Iowa 50023

1776 West Lakes Parkway West Des Moines, Iowa 50266

> 5500 SE Delaware Ankeny, Iowa 50021

2300 North 33rd Avenue N Newton, Iowa 50208 The Toro Company5500 SE Delaware
Ankeny, Iowa 50021Walsh Door & Hardware Co.2600 Delaware Avenue
Des Moines, Iowa 50317Walter G. Anderson, Inc.1204 North 112th Ave
Newton, Iowa 50208Weiler, Inc.815 Weiler Drive
Knoxville, Iowa 50138

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

WHEREAS, the College and the Companies have heretofore entered into Industrial New Jobs Training Agreements (the "Agreements") as authorized by the Act; and

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

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its Taxable New Jobs Training Certificates pursuant to the provisions of the Act in the amount of \$5,435,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in the amount of \$3,690,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company (such amounts shall be proportionately adjusted by the officers of the College to reflect the final principal amounts of and original issue premium paid for the Certificates):

<u>Company</u>	Certificates Under the <u>Act</u>	Certificates Under the Supplemental <u>Act</u>	Total <u>Amount</u>
Access Technologies, Inc. d/b/a Access Systems, Inc.	\$142,500	\$79,000	\$221,500
Accu-Mold Holdings Corporation Gary W. Clem, Inc. d/b/a ALMACO	127,500 129,500	50,000 97,500	177,500 227,000

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900 South 19th Street West Des Moines, Iowa 50265

Windsor Window Company

Avalanche Composites, Inc.	31,000	13,000	44,000
Baker Mechanical, Inc. d/b/a Baker Group	802,000	689,500	1,491,500
Bell Brothers Heating and Air	79,000	23,500	102,500
Conditioning, Inc. Carrier Access, Inc.	112,000	80,000	192,000
•	87,000	81,000	168,000
Castle Metal, Inc. Denso International America, Inc.	63,000	29,000	92,000
•	209,500	29,000	419,000
Dupont Danisco Cellulosic Ethanol LLC Eurofins Scientific, Inc.	84,000	12,500	96,500
•	111,750		223,500
Express Logistics, Inc.	•	111,750	225,500
Health Enterprises of Iowa	122,000	103,500	34,000
Fyber-Vision, Inc. d/b/a Huston Millwork	28,000	6,000	•
IMT Insurance Company	165,500	134,500	300,000
Indoshell Precision Technologies, LLC	85,000	23,500	108,500
IP Pathways, LLC	146,000	123,000	269,000
John Deere Intelligent Solutions Group, a	137,000	137,000	274,000
Division of Deere & Company			100.000
Kreg Enterprises, Inc. d/b/a Kreg Tool	57,500	44,500	102,000
Company			
Loffredo Gardens, Inc.	55,500	29,000	84,500
Midland National Life Insurance	139,000	106,500	245,500
Company		_	
Morpho Trust USA, Inc.	249,500	-0-	249,500
Murphy Tower Service, LLC	92,500	29,000	121,500
Patriot Converting, Inc.	32,500	24,000	56,500
Pioneer Hi-Bred International, Inc.	976,000	761,000	1,737,000
The Printer, Inc.	137,500	40,500	178,000
Puck Custom Enterprises, Inc.	15,000	-0-	15,000
Rural Soluxions LLC	97,500	79,000	176,500
Slash Web Studios, LLC	24,750	21,250	46,000
Telligen, Inc.	103,500	87,000	190,500
TFE Logistics Group, Inc.	49,500	-0-	49,500
TPI Iowa, LLC	449,500	288,000	737,500
The Toro Company	26,750	18,750	45,500
Walsh Door & Hardware Co.	39,000	11,000	50,000
Walter G. Anderson, Inc.	58,000	58,000	116,000
Weiler, Inc.	158,250	104,750	263,000
Windsor Window Company	111,000	49,000	160,000
· · · · · · · · · · · · · · · · · · ·	2	-	2

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of Taxable New Jobs Training Certificates (Multiple Projects 44-A) of the College in an aggregate principal amount of \$5,435,000 (the "Series A Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 44-B) of the College in an aggregate principal amount of \$3,690,000 (the "Series B Certificates") (the Series A Certificates and the Series B Certificates are referred to in the aggregate as the "Certificates" or the "Bonds"); and WHEREAS, the College may adopt a resolution pursuant to the Act and the Agreements, under which a special tax fund is created (which special fund is hereinafter referred to as the "Series A Standby Tax Fund") in order to assure payment of the principal of and interest on Series A Certificates issued under authority of the Act, and pursuant to which resolution the Series A Standby Tax Fund may be irrevocably pledged by the College for the payment of principal and interest on such certificates; and

WHEREAS, the College may adopt a resolution pursuant to the Supplemental Act and the Agreements, under which a special tax fund is created (which special fund is hereinafter referred to as the "Series B Standby Tax Fund") in order to assure payment of the principal of and interest on Series B Certificates issued under authority of the Supplemental Act, and pursuant to which resolution the Series B Standby Tax Fund may be irrevocably pledged by the College for the payment of principal and interest on such certificates; and

WHEREAS, the College has heretofore published a notice of the proposal to issue the Bonds and the right to appeal the decision of the Board of Directors to issue the Bonds as required by the Act and the Supplemental Act, and has held a public hearing on the proposal to issue the Bonds at which all residents of the Merged Area were given an opportunity to be heard on the proposal, and the Board is therefore now authorized to proceed with the issuance of the Bonds; and

WHEREAS, the College has previously authorized the sale of each series of Bonds; and

WHEREAS, it is now necessary and advisable that provisions be made for the issuance of the Bonds in the aggregate amount of \$9,125,000 pursuant to the provisions of the Act and the Supplemental Act, payable from the Series A Standby Tax Fund, the Series B Standby Tax Fund and the revenues and other funds derived from or held in connection with the undertaking and carrying out of the Projects;

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

Section 1. <u>Definitions</u>. The following terms shall have the following meanings in this Resolution unless the text expressly or by implication requires otherwise:

(a) "Act" shall mean Chapter 260E of the Code of Iowa, as amended;

(b) "Agreements" shall mean the Industrial New Jobs Training Agreements entered into between the College and each of the Companies;

(c) "Board" shall mean the Board of Directors of the College, or its successor in function with respect to the operation and control of the Projects;

(d) "Bonds" or "Certificates" shall mean the aggregate of the Series A Certificates and the Series B Certificates;

(e) "Code" shall mean the Internal Revenue Code of 1986, as amended;

(f) "College" or "Issuer" shall mean Des Moines Area Community College, Des Moines, Iowa;

(g) "Companies" shall mean the Companies listed in the preambles of this Resolution, and any successors and assigns;

(h) "Fiscal Year" shall mean the twelve months' period beginning on May 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve month period adopted by the Board or by law as the official accounting period of the College;

(i) [omitted];

(j) "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State;

(k) "Net Revenues" shall mean funds provided from each Project by the New Jobs Credit From Withholding as provided by the Act and the Agreements;

(1) "New Jobs Credit From Withholding" means the new jobs credit from withholding to be derived from new employment and paid to the College in connection with the Projects for deposit in the Revenue Fund pursuant to the Act and the Agreements;

(m) "Original Purchaser" shall mean the purchasers of the Bonds from the College at the time of their original issuance;

(n) "Other Projects" shall mean any "project" as defined in Section 260E.2 of the Act undertaken by the College pursuant to the Act or the Supplemental Act.

(o) "Outstanding Certificates" shall mean any New Jobs Training Certificates, loan or advances, issued or made by the College under the authorization of the Act or the Supplemental Act and then outstanding.

(p) "Parity Bonds" shall mean New Jobs Training Certificates payable solely from the Net Revenues or the Supplemental Revenues on an equal basis with the Bonds herein authorized to be issued;

(q) "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by the College as prescribed herein and who shall carry out the duties prescribed herein as the College's agent to provide for the payment of principal of and interest on the Bonds as the same shall become due; (r) "President" shall mean the President of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities;

(s) "Project Funds" shall mean the funds established under Section 2 of this Resolution into which the proceeds of the sale of the Series A Certificates shall be deposited in accordance with Section 2 and which shall be used for the payment of the costs of the Projects and as otherwise provided herein;

(t) "Projects" shall mean the training arrangements and new jobs training programs which are the subject of the Agreements;

(u) "Registrar" shall be Bankers Trust Company, Des Moines, Iowa or such successor as may be approved by the College as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a registrar of the owners of the Bonds. Unless otherwise specified by the College, the Registrar shall also act as Transfer Agent for the Bonds;

(v) "Revenue Fund" shall mean the fund created under Section 4 of this Resolution into which the Net Revenues shall be deposited;

(w) "Secretary" shall mean the Secretary of the Board or such other officer of a successor governing body as shall be charged with substantially the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder;

(x) "Series A Certificates" shall mean the Taxable New Jobs Training Certificates (Multiple Projects 44-A) of the College in an aggregate principal amount of \$5,435,000 authorized to be issued under this Resolution and the Act;

(y) "Series A Standby Tax" shall mean the tax levied under Section 9 of this Resolution in accordance with the Act;

(z) "Series A Standby Tax Fund" shall mean the fund created under Section 6 of this Resolution and authorized by Section 260E.6(4) of the Code of Iowa, as amended;

(aa) "Series B Certificates" shall mean the Taxable New Jobs Training Certificates (Multiple Projects 44-B) of the College in an aggregate principal amount of \$3,690,000 authorized to be issued under this Resolution and the Supplemental Act.

(bb) "Series B Funds" shall mean the funds established under Section 3 of this Resolution into which the proceeds of the sale of the Series B Certificates shall be deposited in accordance with Section 3 and which shall be used for the payment of the costs of certain of the Projects and as otherwise provided herein; (cc) "Series B Standby Tax" shall mean the tax levied under Section 10 of this Resolution in accordance with the Supplemental Act;

(dd) "Series B Standby Tax Fund" shall mean the fund created under Section 7 of this Resolution and authorized by Section 260E.6(4) of the Code of Iowa, as amended;

(ee) "Supplemental Act" shall mean Sections 15A.7 and 15A.8 of the Code of Iowa, as amended;

(ff) "Supplemental Fund" shall mean the fund created under Section 5 of this Resolution into which the Supplemental Revenues shall be deposited;

(gg) "Supplemental New Jobs Credit From Withholding" means the supplemental new jobs credit from withholding to be derived from new employment and paid to the College in connection with the Projects for deposit in the Supplemental Fund pursuant to the Supplemental Act and the Agreements;

(hh) "Supplemental Revenues" shall mean funds provided from the Projects by the Supplemental New Jobs Credit From Withholding as provided by the Supplemental Act and the Agreements;

(ii) "Treasurer" shall mean the College Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Bonds issued hereunder.

Section 2. <u>Authorization and Purpose</u>. There are hereby authorized to be issued pursuant to the Act and the Supplemental Act and in compliance with the laws and Constitution of the State, New Jobs Training Certificates of the College for the purpose of carrying out the Projects in accordance with the Act, the Supplemental Act and the Agreements. The College shall issue New Jobs Training Certificates in the amounts and designated as follows:

\$5,435,000 Des Moines Area Community College Taxable New Jobs Training Certificates (Multiple Projects 44-A)

\$3,690,000 Des Moines Area Community College Taxable New Jobs Training Certificates (Multiple Projects 44-B)

There are hereby authorized, established and created special funds of the College to be designated according to the Company and Project to be funded from each fund and each to be

referred to (with the name of the appropriate Company inserted) as "Project Fund-_____ Project".

The proceeds of the issuance of the Series A Certificates shall be deposited in the Project Funds in the following amounts (which amounts shall to the extent appropriate be adjusted proportionately to reflect any discount to the Original Purchaser and any original issue discount or premium and otherwise in the discretion of officers of the College prior to issuance of the Bonds):

Company	Certificates Under the <u>Act</u>
Access Technologies, Inc. d/b/a Access Systems, Inc.	\$142,500
Accu-Mold Holdings Corporation	127,500
Gary W. Clem, Inc. d/b/a ALMACO	129,500
Avalanche Composites, Inc.	31,000
Baker Mechanical, Inc. d/b/a Baker Group	802,000
Bell Brothers Heating and Air Conditioning, Inc.	79,000
Carrier Access, Inc.	112,000
Castle Metal, Inc.	87,000
Denso International America, Inc.	63,000
Dupont Danisco Cellulosic Ethanol LLC	209,500
Eurofins Scientific, Inc.	84,000
Express Logistics, Inc.	111,750
Health Enterprises of Iowa	122,000
Fyber-Vision, Inc. d/b/a Huston Millwork	28,000 165,500
IMT Insurance Company	85,000
Indoshell Precision Technologies, LLC IP Pathways, LLC	146,000
John Deere Intelligent Solutions Group, a Division of Deere &	137,000
Company	157,000
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	57,500
Loffredo Gardens, Inc.	55,500
Midland National Life Insurance Company	139,000
Morpho Trust USA, Inc.	249,500
Murphy Tower Service, LLC	92,500
Patriot Converting, Inc.	32,500
Pioneer Hi-Bred International, Inc.	976,000
The Printer, Inc.	137,500
Puck Custom Enterprises, Inc.	15,000
Rural Soluxions LLC	97,500
Slash Web Studios, LLC	24,750
Telligen, Inc.	103,500
TFE Logistics Group, Inc.	49,500
TPI Iowa, LLC	449,500
The Toro Company	26,750

Walsh Door & Hardware Co.	39,000
Walter G. Anderson, Inc.	58,000
Weiler, Inc.	158,250
Windsor Window Company	111,000

Amounts in the Project Funds shall be used for the payment of the costs of the Projects, including administrative costs, with each Project Fund used for the Project to which it applies. Amounts in the Project Funds may also be used for the payment of the issuance costs of the Series A Certificates and for the payment of the principal and interest on the Series A Certificates to the extent that amounts in the Revenue Fund are insufficient for such purpose. Any earnings on the Project Funds shall be deposited in the Project Funds and used for the payment of the costs of the Projects. Any amounts remaining in a Project Fund upon completion of a Project and payment of all related costs, shall be used to prepay Series A Certificates at the earliest opportunity.

Section 3. <u>Creation of Series B Funds</u>. There are hereby authorized, established and created special funds of the College to be designated according to the Company and Project to be funded from each fund and each to be referred to (with the name of the appropriate Company inserted) as "Series B Fund-____ Project".

The proceeds of the issuance of the Series B Certificates shall be deposited in the Series B Funds in the following amounts (which amounts shall to the extent appropriate be adjusted proportionately to reflect any discount to the Original Purchaser and any original issue discount or premium and otherwise in the discretion of officers of the College prior to issuance of the Bonds):

Company	Certificates Under the Supplemental <u>Act</u>
Access Technologies, Inc. d/b/a Access Systems, Inc.	\$79,000
Accu-Mold Holdings Corporation	50,000
Gary W. Clem, Inc. d/b/a ALMACO	97,500
Avalanche Composites, Inc.	13,000
Baker Mechanical, Inc. d/b/a Baker Group	689,500
Bell Brothers Heating and Air Conditioning, Inc.	23,500
Carrier Access, Inc.	80,000
Castle Metal, Inc.	81,000
Denso International America, Inc.	29,000
Dupont Danisco Cellulosic Ethanol LLC	209,500
Eurofins Scientific, Inc.	12,500
Express Logistics, Inc.	111,750
Health Enterprises of Iowa	103,500
Fyber-Vision, Inc. d/b/a Huston Millwork	6,000
IMT Insurance Company	134,500
Indoshell Precision Technologies, LLC	23,500

IP Pathways, LLC	123,000
John Deere Intelligent Solutions Group, a Division of Deere &	137,000
Company	
Kreg Enterprises, Inc. d/b/a Kreg Tool Company	44,500
Loffredo Gardens, Inc.	29,000
Midland National Life Insurance Company	106,500
Morpho Trust USA, Inc.	-0-
Murphy Tower Service, LLC	29,000
Patriot Converting, Inc.	24,000
Pioneer Hi-Bred International, Inc.	761,000
The Printer, Inc.	40,500
Puck Custom Enterprises, Inc.	-0-
Rural Soluxions LLC	79,000
Slash Web Studios, LLC	21,250
Telligen, Inc.	87,000
TFE Logistics Group, Inc.	-0-
TPI Iowa, LLC	288,000
The Toro Company	18,750
Walsh Door & Hardware Co.	11,000
Walter G. Anderson, Inc.	58,000
Weiler, Inc.	104,750
Windsor Window Company	49,000

Amounts in the Series B Funds shall be used for the payment of the costs of the Projects for the Companies set forth above, including administrative costs, with each Series B Fund used for the Project to which it applies. Amounts in the Series B Funds may also be used for the payment of the issuance costs of the Certificates and for the payment of the principal and interest on the Series B Certificates to the extent that amounts in the Supplemental Fund are insufficient for such purpose. Any earnings on the Series B Funds shall be deposited in the Series B Funds and used for the payment of the costs of the Projects for the Companies set forth above or for any other lawful purpose designated by the College. Any amounts remaining in a Series B Fund upon completion of a Project and payment of all related costs, shall be used to prepay Series B Certificates at the earliest opportunity.

Section 4. <u>Creation of Revenue Fund</u>. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Revenue Fund, Multiple Projects 44-A", for the receipt of the Net Revenues. Amounts in the Revenue Fund shall be used to pay the principal of and interest on the Series A Certificates as the same shall become due, or, in the case of a prepayment of principal, at the direction of the College; and may also be used, after the payment of principal and interest on the Series A Certificates, as the same becomes due year by year, for the payment of costs of the Projects and Other Projects, including administrative costs, and may be applied by the College to the reduction of any Outstanding Certificates. Officials of the College shall keep separate records with respect to the source of all amounts deposited in the Revenue Fund. Any earnings on the Revenue Fund shall be deposited in the Revenue Fund and used to the extent necessary to pay the principal and interest on the Series A Certificates as the same shall become due. Any excess amounts may be transferred from the Revenue Fund and used for any lawful purpose designated by the College. Any amounts remaining in the Revenue Fund after the Bonds, and interest due thereon, have been satisfied and discharged as provided in this Resolution, may be used for any lawful purpose designated by the College.

Section 5. Creation of Supplemental Fund. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Supplemental Fund, Multiple Projects 44-B", for the receipt of the Supplemental Revenues. Amounts in the Supplemental Fund shall be used to pay the principal of and interest on the Series B Certificates as the same shall become due, or, in the case of a prepayment of principal, at the direction of the College; and may also be used, after the payment of principal and interest on the Series B Certificates, as the same becomes due year by year, for the payment of costs of the Projects funded from the Series B Certificates and Other Projects, including administrative costs, and may be applied by the College to the reduction of any Outstanding Certificates. Officials of the College shall keep separate records with respect to the source of all amounts deposited in the Supplemental Fund. Any earnings on the Supplemental Fund shall be deposited in the Supplemental Fund and used to the extent necessary to pay the principal and interest on the Series A Certificates as the same shall become due. Any excess amounts may be transferred from the Supplemental Fund and used for any lawful purpose designated by the College. Any amounts remaining in the Supplemental Fund after the Bonds, and interest due thereon, have been satisfied and discharged as provided in this Resolution, may be used for any lawful purpose designated by the College.

Section 6. <u>Creation of the Series A Standby Tax Fund</u>. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Series A Standby Tax Fund, Multiple Projects 44-A", for the receipt of taxes levied in connection with the Projects and as provided in Section 9 of this Resolution upon all taxable property in the Merged Area. Revenues from this fund shall be expended only for the payment of principal and interest on the Series A Certificates when the Net Revenues are insufficient to meet the principal and interest payments on the Series A Certificates in any year. If payments are necessary and made from the Series A Standby Tax Fund, the amount of the payments shall be promptly repaid into the Series A Standby Tax Fund from the first available Net Revenues which are not required for the payment of principal of or interest on Series A Certificates when due. No reserves may be built up in the Series A Standby Tax Fund in anticipation of a projected default.

Section 7. <u>Creation of the Series B Standby Tax Fund</u>. There is hereby authorized, created and established a special fund to be designated the "Des Moines Area Community College Series B Standby Tax Fund, Multiple Projects 44-B", for the receipt of taxes levied in connection with the Projects and as provided in Section 10 of this Resolution upon all taxable property in the Merged Area. Revenues from this fund shall be expended only for the payment of principal and interest on the Series B Certificates when the Supplemental Revenues are insufficient to meet the principal and interest payments on the Series B Certificates in any year. If payments are necessary and made from the Series B Standby Tax Fund, the amount of the payments shall be promptly repaid into the Series B Standby Tax Fund from the first available Supplemental Revenues which are not required for the payment of principal of or interest on Series B Certificates when due. No reserves may be built up in the Series B Standby Tax Fund in anticipation of a projected default.

Section 8. <u>Source of Payment</u>. As provided and required by the Act and the Agreements, the Series A Certificates and interest thereon shall be payable solely from the Net Revenues and the Series A Standby Tax. All Series A Certificates shall be payable on a parity basis.

The College hereby pledges to the payment of the Series A Certificates the Net Revenues, including any earnings thereon and any other amounts in the Revenue Fund, and the Series A Standby Tax and all amounts in the Series A Standby Tax Fund to the extent necessary to pay the principal and interest on the Series A Certificates as the same become due. Any amount in excess of the amount necessary to pay the principal and interest on the Series A Certificates as the same become due may by used to pay the costs of Other Projects, including administrative costs, and may be applied by the College to the reduction of Outstanding Certificates.

As provided and required by the Supplemental Act and the Agreements, the Series B Certificates and interest thereon shall be payable solely from the Supplemental Revenues and the Series B Standby Tax. All Series B Certificates shall be payable on a parity basis.

The College hereby pledges to the payment of the Series B Certificates the Supplemental Revenues, including any earnings thereon and any other amounts in the Supplemental Fund, and the Series B Standby Tax and all amounts in the Series B Standby Tax Fund to the extent necessary to pay the principal and interest on the Series B Certificates as the same become due. Any amount in excess of the amount necessary to pay the principal and interest on the Series B Certificates as the same become due. Any amount in excess of the amount necessary to pay the principal and interest on the Series B Certificates as the same become due may by used to pay the costs of Other Projects, including administrative costs, and may be applied by the College to the reduction of Outstanding Certificates.

Section 9. Levy and Certification of Series A Standby Tax.

(a) <u>Levy of Series A Standby Tax</u>. For the purpose of further securing and providing funds to pay the principal of and interest on the Series A Certificates, there is hereby levied and appropriated to the Series A Standby Tax Fund a direct annual tax on all of the taxable property in the Merged Area for each of the years in which any of the Series A Certificates are outstanding sufficient to pay the interest on the Series A Certificates as it becomes due and also to pay and discharge the principal thereof as it matures, and pursuant thereto, but not in limitation thereof, there is hereby ordered levied upon all the taxable property within the Merged Area a direct annual tax in the following amounts:

Fiscal Year of Levy*	Amount	Fiscal Year of <u>Collection*</u>
2014/2015	\$993,219.10	2015/2016
2015/2016	739,092.50	2016/2017
2016/2017	736,492.50	2017/2018
2017/2018	738,692.50	2018/2019
2018/2019	735,592.00	2019/2020

Fiscal Year of Levy*	<u>Amount</u>	Fiscal Year of Collection*
2019/2020	736,295.00	2020/2021
2020/2021	739,635.00	2021/2022
2021/2022	735,735.00	2022/2023

*July 1 through June 30

The Board may adjust the Series A Standby Tax levy for each year whenever funds on hand from any source, including the Revenue Fund, are sufficient to pay the principal and interest due on the Series A Certificates in that year.

(b) <u>Resolution to be Filed with County Auditor</u>. A certified copy of this Resolution shall be filed with the County Auditor of each County contained within the Merged Area, and each such Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid shall be collected in like manner as other taxes of the Merged Area are collected, and when collected shall be deposited in the Series A Standby Tax Fund established by the College under Section 6 of this Resolution and used for the purpose of paying the principal of and interest on the Series A Certificates to the extent necessary.

Section 10. Levy and Certification of Series B Standby Tax.

(a) <u>Levy of Series B Standby Tax</u>. For the purpose of further securing and providing funds to pay the principal of and interest on the Series B Certificates, there is hereby levied and appropriated to the Series B Standby Tax Fund a direct annual tax on all of the taxable property in the Merged Area for each of the years in which any of the Series B Certificates are outstanding sufficient to pay the interest on the Series B Certificates as it becomes due and also to pay and discharge the principal thereof as it matures, and pursuant thereto, but not in limitation thereof, there is hereby ordered levied upon all the taxable property within the Merged Area a direct annual tax in the following amounts:

Fiscal Year of Levy*	Amount	Fiscal Year of Collection*
2014/2015	\$640,407.94	2015/2016
2015/2016	504, 8 52.50	2016/2017
2016/2017	506,252.50	2017/2018
2017/2018	507,452.50	2018/2019
2018/2019	508,452.50	2019/2020
2019/2020	503,562.50	2020/2021

Fiscal Year of Levy*	Amount	Fiscal Year of Collection*
2020/2021	507,170.00	2021/2022
2021/2022	504,210.00	2022/2023

*July 1 through June 30

The Board may adjust the Series B Standby Tax levy for each year whenever funds on hand from any source, including the Supplemental Fund, are sufficient to pay the principal and interest due on the Series B Certificates in that year.

(b) <u>Resolution to be Filed with County Auditor</u>. A certified copy of this Resolution shall be filed with the County Auditor of each County contained within the Merged Area, and each such Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid shall be collected in like manner as other taxes of the Merged Area are collected, and when collected shall be deposited in the Series B Standby Tax Fund established by the College under Section 7 of this Resolution and used for the purpose of paying the principal of and interest on the Series B Certificates to the extent necessary.

Section 11. Bond Details, Execution and Redemption.

(a) <u>Bond Details</u>. The Bonds shall be dated the date of their delivery and bear interest from the date thereof, until payment thereof, said interest being payable on December 1, 2014 and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided. Interest on the Bonds shall be computed on the basis of a 360 day year of twelve 30 day months. Interest shall be paid to the registered holder of each Bond as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each interest payment date.

The Bonds shall be executed by the manual or facsimile signature of the President and attested by the manual or facsimile signature of the Secretary and shall be fully registered as to both principal and interest and shall be payable as to principal at the office of the Registrar. The Bonds shall be in the denomination of \$5,000 each or any integral multiple thereof. The Series A Certificates shall mature and bear interest as follows:

Interest	Principal	Maturity
<u>Rate</u>	Amount	(June 1)
2.000%	\$300,000	2015
2.000%	450,000	2016

Interest <u>Rate</u>	Principal <u>Amount</u>	Maturity (June 1)
2.000%	630,000	2017
2.000%	640,000	2018
2.000%	655,000	2019
2.150%	665,000	2020
2.450%	680,000	2021
2.700%	700,000	2022
2.900%	715,000	2023

The Series B Certificates shall mature and bear interest as follows:

Interest <u>Rate</u>	Principal _Amount	Maturity (June 1)
2.000%	\$200,000	2015
2.000%	275,000	2016
2.000%	430,000	207
2.000%	440,000	2018
2.000%	450,000	2019
2.150%	460,000	2020
2.450%	465,000	2021
2.700%	480,000	2022
2.900%	490,000	2023

(b) <u>Redemption</u>. The Bonds maturing on or after June 1, 2022 shall be subject to redemption prior to maturity in whole or in part from time to time, in numerical order, on June 1, 2021 or any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

(c) <u>Notice</u>. The right of redemption shall be exercised by the College by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

Section 12. <u>Registration of Bonds; Appointment of Registrar; Transfer; Ownership;</u> Delivery; and Cancellation.

(a) <u>Registration</u>. The ownership of Bonds may be transferred only by the making of an entry upon the books kept for the registration and transfer or ownership of the Bonds, and in no other way. Bankers Trust Company is hereby appointed as Bond Registrar under the terms of this Resolution and under the provisions of a Registrar and Paying Agent Agreement with the College, the terms and provisions of which are hereby approved, and the officers of the College are hereby authorized to execute and deliver the Registration and Paying Agent Agreement. The Registrar shall maintain the books of the College for the registration of ownership of the Bonds for the payment of principal of and interest on the Bonds as provided in this Resolution. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Bonds and in this resolution.

Transfer. The ownership of any Bond may be transferred only **(b)** upon the Registration Books kept for the registration and transfer of Bonds and only upon surrender thereof at the principal office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Bond (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Bond, a new fully registered Bond, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Bond of the same series, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) <u>Registration of Transferred Bonds</u>. In all cases of the transfer of the Bonds, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Bonds, in accordance with the provisions of this Resolution.

(d) <u>Ownership</u>. As to any Bond, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Bonds and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond, including the interest thereon, to the extent of the sum or sums so paid.

(e) <u>Cancellation</u>. All Bonds which have been redeemed shall not be reissued but shall be canceled by the Registrar. All Bonds which are canceled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the College; provided that if the College shall so direct, the Registrar shall forward the canceled Bonds to the College.

Non-Presentment of Bonds. In the event any payment check (f) representing payment of interest on the Bonds is returned to the Paying Agent or a Bond is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such interest or principal on Bonds shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the College to the owner thereof for such interest or for the payment of such Bonds shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds without liability for interest thereon, for the benefit of the owner of such Bonds who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or principal on Bonds. The Paying Agent's obligation to hold such funds shall continue for a period equal to six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the College, whereupon any claim under this Resolution by the holder of such Bonds of whatever nature shall be made upon the College.

(g) <u>Registration and Transfer Fees</u>. The Registrar shall furnish to each owner, at the College's expense, one bond for each annual maturity of each series. The Registrar shall furnish additional Bonds in lesser denominations (but not less than the minimum denomination) to an owner who so requests and pays to the Registrar the cost of issuance thereof determined to be two dollars per additional Bond.

Section 13. <u>Reissuance of Mutilated</u>, <u>Destroyed</u>, <u>Stolen or Lost Bonds</u>. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the College shall at the request of the Registrar authenticate and deliver a new Bond of like tenor, series and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for each mutilated Bond to Registrar, upon surrender of such mutilated Bond, or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and College that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and College with satisfactory indemnity and complying with such other reasonable regulations as the College may prescribe and paying such expenses as the College may incur in connection therewith.

Section 14. <u>Book-Entry Bonds</u>. (a) Notwithstanding any other provisions of this Resolution, each series of Bonds shall initially be evidenced by one Bond for each year in which the Bonds mature in denominations equal to the aggregate principal amount of the Bonds of that series maturing in that year. Bonds initially delivered hereunder shall be registered in the name of "Cede & Co." as nominee for The Depository Trust Company, the securities depository for the Bonds. The Bonds may not thereafter be transferred or exchanged except:

(1) to any successor of The Depository Trust Company or its nominee, which successor must be qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended; or (2) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or this clause (2) of this subsection (a), or a determination by the College that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the designation by the College of another depository institution acceptable to the College and to the depository then holding the Bonds, which new depository institution must be a qualified and registered "clearing agency" under Section 17A of the Securities Exchange Act of 1934, as amended, to carry out the functions of The Depository Trust Company or such successor or new depository; or

(3) upon the resignation of The Depository Trust Company or a successor or new depository under clause (1) or clause (2) of this subsection (a), or a determination of the College that The Depository Trust Company or such successor or new depository is no longer able to carry out its functions, and the failure by the College, after reasonable investigation, to locate another qualified depository institution under clause (2) to carry out such depository functions.

(b) In the case of a transfer to a successor of The Depository Trust Company or its nominee as referred to in clause (1) of subsection (a) hereof or designation of a new depository pursuant to clause (2) of subsection (a) hereof, upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, a new Bond for each maturity of each series of the Bonds then outstanding shall be issued to such successor or new depository, as the case may be, or its nominee, as is specified in such written transfer instructions. In the case of a resignation or determination under clause (3) of subsection (a) hereof and the failure after reasonable investigation to locate another qualified depository institution for the Bonds as provided in clause (3) of subsection (a) hereof, and upon receipt of the outstanding Bonds by the Paying Agent, together with written instructions for transfer satisfactory to the Paying Agent, new Bonds shall be issued in the denominations of \$5,000 or any integral multiple thereof, as provided in and subject to the limitations of Section 11 hereof, registered in the names of such persons, and in such denominations as are requested in such written transfer instructions; however, the Paying Agent shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written transfer instructions.

(c) The College and the Paying Agent shall be entitled to treat the registered owner of any Bond as the absolute owner thereof for all purposes hereof and any applicable laws, notwithstanding any notice to the contrary received by either of them and the College and the Paying Agent shall have no responsibility for transmitting payments to the beneficial owners of the Bonds held by The Depository Trust Company or any successor or new depository named pursuant to subsection (a) hereof.

(d) The College and the Paying Agent shall endeavor to cooperate with The Depository Trust Company or any successor or new depository named pursuant to clause (1) or (2) of subsection (a) hereof in effectuating payment of the Bonds by arranging for payment in

such a manner that funds representing such payments are available to the depository on the date they are due.

(e) Upon any partial redemption of any maturity of the Bonds, Cede & Co., (or its successor) in its discretion may request the College to issue and authenticate a new Bond or shall make an appropriate notation on the Bond indicating the date and amount of prepayment, except in the case of final maturity, in which case the Bond must be presented to the Paying Agent prior to payment.

Section 15. <u>Record Date</u>. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Bond, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the College in respect of such Bonds to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Bond to the Paying Agent.

Section 16. Execution, Authentication and Delivery of the Bonds. Upon the adoption of this resolution, the President and Secretary shall execute and deliver the Bonds to Bankers Trust Company who shall authenticate the Bonds and deliver the same to or upon order of the Original Purchasers. No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Bond a certificate herein set forth. Such certificate upon any Bond executed on behalf of the College shall be conclusive evidence that the Bond so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Bonds shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of the College authorizing the issuance of the Bonds;

2. A written order of College signed by the Treasurer directing the authentication and delivery of the Bonds to or upon the order of the Original Purchasers upon payment of the purchase price as set forth therein; and

3. The approving opinion of Davis, Brown, Koehn, Shors & Roberts, P.C., Bond Counsel, concerning the validity and legality of the Bonds.

Section 17. <u>Bond Forms</u>. The forms and contents of the Series A Certificates and Series B Certificates shall be substantially as follows:

FORM OF SERIES A CERTIFICATE

(Front)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No. _____

\$_____

UNITED STATES OF AMERICA

STATE OF IOWA

DES MOINES AREA COMMUNITY COLLEGE

TAXABLE NEW JOBS TRAINING CERTIFICATE

(Multiple Projects 44-A)

Rate

<u>Maturity</u>

Bond Date

Cusip

May 28, 2014

Registered holder:

Principal amount:

Dollars

The Des Moines Area Community College 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 (the "College"), for value received, promises to pay from the sources and as hereinafter provided, on the maturity date indicated above, to the Registered Holder shown above, or registered assigns, the principal sum shown above in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2014, and semiannually thereafter on the 1st day of June and December in each year.

Interest shall be paid to the registered holder of the certificate as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each such interest payment date.

This certificate is one of a series of certificates in the aggregate principal amount of \$5,435,000 (the "Bonds") issued pursuant to the provisions of Chapter 260E of the Code of Iowa, as amended, for the purpose of paying costs of new jobs training programs which are the subject of and are in conformity with certain Industrial New Jobs Training Agreements between the College and certain companies, the terms of which are incorporated herein by reference and payable from the proceeds of the Revenue Fund and the Series A Standby Tax Fund as provided in a Resolution of the Board of Directors of the College duly passed and approved.

For a more complete statement for the basis upon which this Bond has been issued and additional bonds ranking on a parity therewith may be issued, a description of the source of payment of all such certificates and a statement of the rights and duties of the College, the rights of the holders of Bonds and the circumstances under which the provisions of the Bonds and said Resolution may be modified, reference is made to said Resolution of which notice is hereby given and is hereby made a part hereof.

Notice hereunder may be given by registered mail to the owner of record of the Bond at the address shown on the books of the Registrar and shall be deemed complete upon mailing.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond resolution.

Bonds of this series maturing on or after June 1, 2022, are subject to call for redemption in whole or in part in numerical order on June 1, 2021, or any date thereafter at their par value plus accrued interest to the date fixed for redemption. The right of redemption shall be exercised by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented. -24-

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that this Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Revenue Fund for the Projects as provided in said Resolution and the Standby Tax Fund authorized in the Act: that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the College for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the College are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the College including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this certificate to be signed by the manual or facsimile signature of the President of its Board of Directors and attested by the manual or facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual authorized signature of the Registrar.

DES MOINES AREA COMMUNITY COLLEGE

Joseph Pugel, President of the Board of Directors of Des Moines Area Community College

Attest:

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

Dated: May 28, 2014 This is one of the certificates described in the within mentioned Resolution.

BANKERS TRUST COMPANY, REGISTRAR AND PAYING AGENT

By

Authorized Signature

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and does hereby irrevocably constitute and appoint Registrar, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated _____.

(Signature of registered owner(s))

(Persons(s) executing this Assignment sign(s) here)

SIGNATURE) GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)	
Address of Transferee(s)	
Social Security or Tax	
Identification Number of	
Transferee(s)	
Transferee is a(n):	
Individual*	Corporation
Partnership	Trust

*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in
		common

UNIF GIFT MIN ACT -Custodian..... (Cust) (Minors) under Uniform Gifts to Minors Act...... (State)

> It is certified that the following is a correct and complete copy of the opinion of bond counsel issued as of the date of delivery of the issue of which this Bond is a part.

an Inlow Bv:

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

(end of Series A Certificate form)

FORM OF SERIES B CERTIFICATE

(Front)

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to Issuer or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No._____

\$____

UNITED STATES OF AMERICA

STATE OF IOWA

DES MOINES AREA COMMUNITY COLLEGE

TAXABLE NEW JOBS TRAINING CERTIFICATE

(Multiple Projects 44-B)

<u>Rate</u>

<u>Maturity</u>

Bond Date

Cusip

May 28, 2014

Registered holder:

Principal amount:

Dollars

The Des Moines Area Community College 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 (the "College"), for value received, promises to pay from the sources and as hereinafter provided, on the maturity date indicated above, to the Registered Holder shown above, or registered assigns, the principal sum shown above in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on said sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2014, and semiannually thereafter on the 1st day of June and December in each year.

Interest shall be paid to the registered holder of the certificate as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding each such interest payment date.

This certificate is one of a series of certificates in the aggregate principal amount of \$3,690,000 (the "Bonds") issued pursuant to the provisions of Section 15A.7 of the Code of Iowa, as amended, for the purpose of paying costs of new jobs training programs which are the subject of and are in conformity with certain Industrial New Jobs Training Agreements between the College and certain companies, the terms of which are incorporated herein by reference and payable from the proceeds of the Supplemental Fund and the Series B Standby Tax Fund as provided in a Resolution of the Board of Directors of the College duly passed and approved.

For a more complete statement for the basis upon which this Bond has been issued and additional bonds ranking on a parity therewith may be issued, a description of the source of payment of all such certificates and a statement of the rights and duties of the College, the rights of the holders of Bonds and the circumstances under which the provisions of the Bonds and said Resolution may be modified, reference is made to said Resolution of which notice is hereby given and is hereby made a part hereof.

Notice hereunder may be given by registered mail to the owner of record of the Bond at the address shown on the books of the Registrar and shall be deemed complete upon mailing.

Ownership of this Bond may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Bond at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in such form as shall be satisfactory to the Registrar. The College reserves the right to substitute the Registrar and Paying Agent but shall, however, give 60 days' notice to registered Bondholders of such change. All Bonds shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bond resolution.

Bonds of this series maturing on or after June 1, 2022, are subject to call for redemption in whole or in part in numerical order on June 1, 2021, or any interest payment date thereafter at their par value plus accrued interest to the date fixed for redemption. The right of redemption shall be exercised by notice, specifying by number the Bonds (or portions thereof) to be called, to be mailed by certified mail to the registered holder of each of the Bonds at the address shown on the registration books of the Bond Registrar not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds so called shall cease, and the amount due shall be set aside for payment when presented.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Bond, have been existent, had, done and performed as required by law; that this Bond and the series of which it forms a part, and any additional bonds which may be hereafter issued and outstanding from time to time on a parity with the Bonds, as provided in the Resolution of which notice is hereby given and is hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the Revenue

Fund for the Projects as provided in said Resolution and the Standby Tax Fund authorized in the Act; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the College for the payment of the principal and interest of this Bond as the same will respectively become due; that the faith, credit, revenues and resources and all the real and personal property of the College are irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the College including this Bond, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the College by its Board of Directors, has caused this certificate to be signed by the manual or facsimile signature of the President of its Board of Directors and attested by the manual or facsimile signature of the Secretary of its Board of Directors, and to be authenticated by the manual authorized signature of the Registrar.

DES MOINES AREA COMMUNITY COLLEGE

Joseph Pugel, President of the Board of Directors of Des Moines Area Community College

Attest:

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

Dated: May 28, 2014 This is one of the certificates described in the within mentioned Resolution.

BANKERS TRUST COMPANY, REGISTRAR AND PAYING AGENT

By_

Authorized Signature

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto the within Bond and does hereby irrevocably constitute and appoint Registrar, attorney in fact to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated _____.

(Signature of registered owner(s))

(Persons(s) executing this Assignment sign(s) here)

SIGNATURE) GUARANTEED) _____

IMPORTANT - READ CAREFULLY

Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signatures to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s)	
Address of Transferee(s)	
Social Security or Tax	
Identification Number of	
Transferee(s)	
Transferee is a(n):	
Individual*	Corporation
Partnership	Trust

*If the certificate is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT -Custodian..... (Cust) (Minors) under Uniform Gifts to Minors Act...... (State)

> It is certified that the following is a correct and complete copy of the opinion of bond counsel issued as of the date of delivery of the issue of which this Bond is a part.

By:

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

(end of Series B Certificate form)

Section 18. <u>Right to Name Substitute Paying Agent or Registrar</u>. The College reserves the right to name a substitute or successor Registrar or Paying Agent upon giving 60 days' written notice to each registered Bondholder.

Section 19. <u>Covenants Regarding the Operation of the Projects</u>. The College hereby covenants and agrees with each and every holder of the Bonds and Parity Bonds:

(a) <u>Maintenance in Force</u>. That the College will maintain the Projects in force and will annually cause the taxes and other revenues thereof to be levied and applied as provided in this Resolution.

(b) Accounting and Audits. That the College will cause to be kept proper books and accounts concerning the Projects and in accordance with generally accepted accounting practices, and will cause the books and accounts to be audited annually not later than 90 days after the end of each fiscal year by an Independent Auditor and will make generally available to the holders of any of the Bonds and Parity Bonds, the balance sheet and the operating statement of the Projects as certified by such auditor. The holders of any of the Bonds and Parity Bonds shall have at all reasonable times the right to inspect the records, accounts and data of the College relating to the Projects. The audit reports required by this Section shall include, but not be limited to, the following information:

(i) A statement of tax fund revenues and current expenditures;

(ii) Analyses of each fund and account created hereunder, including deposits, withdrawals and beginning and ending balances;

(iii) The tax rates in effect during the fiscal year, and the use of the Projects;

(iv) The names and titles of the principal officers of the College; and

(v) A general statement covering any events or circumstances which might affect the financial status of the Projects and the Bonds.

In the event the audit provided for in this Section is prepared by the State Auditor the Board will cause to be prepared a certified supplemental report containing the information required by this Section.

(c) <u>State Laws</u>. That the College will faithfully and punctually perform all duties with reference to the Projects required by the Constitution and

laws of the State, and will segregate the revenues of the Projects and apply said revenues to the funds specified in this Resolution.

Section 20. (Intentionally left blank.)

Section 21. Defaults. The following shall be considered an event of default hereunder:

(a) failure to pay the principal of and interest on any Bond when the same shall be due; and

(b) failure of the College to observe any other covenant or agreement expressly contained herein and the continuation of such failure for a period of thirty (30) days beyond the date of receipt by the College of a notice that the College is in default under this provision; provided that, no such failure shall be considered a default hereunder as long as the College is diligently endeavoring to correct the failure referred to in the notice.

Section 22. <u>Remedies of Bondholders</u>. Except as herein expressly limited the holder or holders of the Bonds and Parity Bonds shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State, and of the United States of America, for the enforcement of payment of their Bonds, and of the pledge of the revenues made hereunder, and of all covenants of the College hereunder.

Section 23. <u>Prior Lien and Parity Bonds</u>. The College may borrow additional money, enter into and amend further agreements and issue additional bonds which are at the time of their issuance on a parity and equality of rank with either series of the Bonds with respect to the lien and claim of such additional bonds to (i) in the case of the Series A Certificates, the Net Revenues and Series A Standby Tax and all sums on deposit from time to time in the Revenue Fund and Series A Standby Tax Fund, and (ii) in the case of the Series B Certificates, the Supplemental Revenues and the Series B Standby Tax and all sums on deposit from time to time in the to time in the Supplemental Fund and Series B Standby Tax Fund, provided that the aggregate of the amounts payable under all of such agreements does not exceed the appropriations into said funds.

Section 24. <u>Discharge and Satisfaction of Bonds</u>. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Bonds and Parity Bonds, or any of them, in any one or more of the following ways:

(a) By paying the Bonds or Parity Bonds when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Board, for the payment of said obligations and irrevocably appropriating exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and yield of which shall be sufficient to retire at maturity or by redemption prior to maturity on any designated date upon which said obligations may be redeemed, all of the Bonds and Parity Bonds outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the College with respect to the Bonds or Parity Bonds shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of money or securities so deposited.

Section 25. <u>Resolution a Contract</u>. The provisions of this Resolution shall constitute a contract between the College and the holder or holders of the Bonds and Parity Bonds, and after the issuance of any of the Bonds no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Bonds and Parity Bonds, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 26. <u>Modification of Resolution</u>. This Resolution may be amended from time to time if the Board or Directors of the College shall deem such amendment appropriate and necessary; but this Resolution may not be so amended in such manner as to:

(a) Make any change in the maturity or interest rate of the Bonds, or modify the terms of payment of principal of or interest on the Bonds or any of them or impose any conditions with respect to such payment; or

(b) Materially affect the rights of the holders of the Bonds and Parity Bonds then outstanding, including a material change in the provisions of Section 29 hereof; or

(c) Reduce the percentage of the principal amount of Bonds, the consent of the holders of which is required to effect a further amendment.

Whenever at any time after issuance of the Bonds the College shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchasers and to be published one time in a newspaper having general circulation in the State of Iowa, or a financial newspaper or journal published in Chicago, Illinois. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary.

Section 27. Continuing Disclosure.

(a) (1) The College hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission")

pursuant to the Securities Exchange Act of 1934, to provide or cause to be provided, to the Municipal Securities Rulemaking Board (the "MSRB") in an electronic format as prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB, the following annual financial information and operating data (commencing with the fiscal year ending June 30, 2014):

(i) audited financial statements prepared in accordance with generally accepted accounting principles; and

(ii) tables, schedules or other information showing the type of information contained in the following tables of the official statement of the College used in connection with the sale of the Bonds (the "Official Statement"), under the following captions:

Trend of Valuations Direct Debt Levies and Tax Collections Tax Rates Funds on Hand Budget Retail Sales and Buying Income

All of such annual financial information and operating data may be provided by cross reference to other documents, primarily other official statements, to be provided to the MSRB. If information is provided by cross reference to a final official statement, such final official statement must be available from the MSRB. The College reserves the right to modify from time to time the specific types of information provided or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the College; provided that, the College agrees that any such modification will be done in a manner consistent with the Rule.

(2) Such annual information and operating data described above is expected to be available on or before January 1 of each year for the fiscal year ending on the preceding June 30 and will be made available, in addition to the MSRB, to each holder of Bonds who makes request for such information; provided that, audited financial statements need not be provided until the later of January 1 of each year or thirty (30) days after receipt of such audited financial statements by the College.

(b) The College agrees to provide or cause to be provided, in a timely manner not in excess of ten business days from occurrence, to the MSRB, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves, if any, reflecting financial difficulties;

- (4) unscheduled draws on credit enhancements, if any, reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, if any, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series A Certificates, or other material events affecting the tax status of the Series A Certificates;
- (7) modifications to rights of Bondholders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) Bankruptcy, insolvency, receivership or similar events of the College;
- (13) Consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, a "Material Fact" is a fact to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, the information disclosed under this Section, or information generally available to the public. Notwithstanding the foregoing sentence, a "Material Fact" is also an event or condition that would be deemed "material" for purposes of the purchase or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event or condition. The College may from time to time choose to provide notice of the occurrence of certain other events, in addition to those listed above, if, in the judgment of the College, such other event is a Material Fact with respect to the Bonds, but the College does not undertake to commit to provide any such notice of the occurrence of any Material Fact except those events listed above.

(c) The College agrees to provide or cause to be provided, in a timely manner, to the MSRB, notice of a failure by the College to provide the annual financial information with respect to the College described in Section (a) above on or prior to the date[s] set forth in Section (a) above.

(d) The College reserves the right to terminate its obligation to provide annual financial information and notices of the events set forth above, if and when the College no longer remains an obligated person with respect to the Bonds within the meaning of the Rule; the College will provide notice of such termination to the MSRB.

(e) The College agrees that its undertaking pursuant to the Rule as set forth in this Section 27 is intended to be for the benefit of the holders of the Bonds and shall be enforceable by the holders of the Bonds; provided that, the Bondholders' right to enforce the provisions of this undertaking shall be limited to a right to obtain specific enforcement of the College's obligations hereunder and any failure by the College to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under Section 21 hereof.

(f) The College represents that it has not failed to provide the annual financial information with respect to the College required under any other agreements or resolutions of the College entered into in connection with the issuance of bonds by the College.

Section 28. <u>Severability</u>. It is hereby declared that the sections, clauses, sentences and parts of this Resolution are severable, and are not matters of mutually essential inducement, it being the intention of the College to comply in all respects with the Constitution and statutes of the State of Iowa, and if any one or more sections, clauses, sentences or parts of this Resolution shall for any reason be questioned in any court or shall be judged unconstitutional or invalid, such judgment shall not impair or invalidate the remaining provisions of this Resolution, and shall be confined in its operation to the specific provision or provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause, sentence or part of this Resolution in any one or more instances shall not be taken to affect or prejudice its applicability or validity in any other instance.

Section 29. <u>Further Action</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 30. <u>Repeal of Conflicting Ordinances or Resolutions and Effective Date</u>. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

PASSED AND APPROVED this 12th day of May, 2014.

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President of the Board of Directors

ATTEST:

Ann Data)

Secretary of the Board of Directors

STATE OF IOWA)) SS: COUNTY OF CARROLL)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 12, 2014, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 12th day of May, 2014.

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

Carroll, Iowa May 12, 2014

The Board of Directors of the Des Moines Area Community 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, met in regular session on the 12th day of May, 2014 at 4:00 o'clock p.m. at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

Joseph Pugel, President	Name	Absent
Kevin Halterman Image: Carl Metzger Image: Carl Metzger	Jeff Hall Kevin Halterman Madelyn Tursi Carl Metzger Jim Knott Fred Buie Wayne E. Rouse	

This being the time and place for the consideration of bids for the sale of Taxable New Jobs Training Certificates (Multiple Projects 44-A) of the College in an aggregate principal amount of \$5,435,000 (the "Series A Certificates") and the sale of Taxable New Jobs Training Certificates (Multiple Projects 44-B) of the College in an aggregate principal amount of \$3,690,000 (the "Series B Certificates"), the President opened the meeting for the acceptance of the best bid for each series of the Certificates. The following sealed and electronic bids had been received in the office of the President of the College prior to 11:00 a.m. on the date of the sale and were referred to the Board and filed:

Bids for the Series A Certificates:

Robert W. Baird & Co., Inc. Piper Jaffray & Co. BOSC, Inc. Northland Securities, Inc. UMB Bank N.A. BMO Capital Markets Raymond James & Associates, Inc. Hutchinson, Shockey, Erley & Co. Bids for the Series B Certificates:

Robert W. Baird & Co., Inc. UMB Bank N.A. Piper Jaffray & Co. Bankers' Bank BOSC, Inc. Northland Securities, Inc. BMO Capital Markets Raymond James & Associates, Inc. Hutchinson, Shockey, Erley & Co.

The best bid for the Series A Certificates was as follows:

Name & Address of Bidder: Robert W. Baird & Co., Inc., Milwaukee, Wisconsin

True Interest Rate: 2.339068%

Net Interest Cost: \$700,009.32

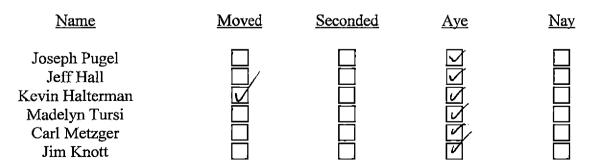
The best bid for the Series B Certificates was as follows:

Name & Address of Bidder: Robert W. Baird & Co., Inc., Milwaukee, Wisconsin

True Interest Rate:2.349796%

Net Interest Cost: \$480,677.10

Whereupon, there was introduced and caused to be read a Resolution entitled "Resolution Directing the Sale of Taxable New Jobs Training Certificates in the Aggregate Principal Amount of \$9,125,000". The resolution was moved and seconded, and after due consideration of said Resolution by the Board, the President put the question on the motion and, the roll being called, the vote was as follows:





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

* * * * * *

Upon motion and vote, the meeting adjourned.

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President, Board of Directors

Attest:

Secretary, Board of Directors

RESOLUTION

RESOLUTION DIRECTING THE SALE OF TAXABLE NEW JOBS TRAINING CERTIFICATES IN THE AGGREGATE PRINCIPAL AMOUNT OF \$9,125,000.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), of the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa (the area served by the College being hereinafter referred to as the "Merged Area"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

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

Company	Location
Access Technologies, Inc. d/b/a Access Systems, Inc.	1050 SE Olson Drive Waukee, Iowa 50263
Accu-Mold Holdings Corporation	1711 SE Oralabor Road Ankeny, Iowa 50021
Gary W. Clem, Inc. d/b/a ALMACO	99 M Avenue Nevada, Iowa 50201

Avalanche Composites, Inc.

Baker Mechanical, Inc. d/b/a Baker Group

Bell Brothers Heating and Air Conditioning, Inc.

Carrier Access, Inc.

Castle Metal, Inc.

Denso International America, Inc.

Dupont Danisco Cellulosic Ethanol LLC

Eurofins Scientific, Inc.

Express Logistics, Inc.

Health Enterprises of Iowa

Fyber-Vision, Inc. d/b/a Huston Millwork

IMT Insurance Company

Indoshell Precision Technologies, LLC

IP Pathways, LLC

200 East 12th Street South Newton, Iowa 50208

4224 Hubbell Avenue Des Moines, Iowa 50317

2822 6th Avenue Des Moines, Iowa 50313

12129 University Avenue Clive, Iowa 50265

> 214 Clark Street Pella, Iowa 50219

11323 Meredith Drive Urbandale, Iowa 50322

59219 Lincoln Highway Nevada, Iowa 50201

2200 Rittenhouse Street Des Moines, Iowa 50321

1125 SE Westbrooke Drive, Suite B Waukee, Iowa 50263

403 West 4th Street Newton, Iowa 50208

1400 SE 11th Street Grimes, Iowa 50111

4445 Corporate Drive West Des Moines, Iowa 50266

435 Precision Parkway Story City, Iowa 50248

2550 73rd Street Urbandale, Iowa 50322 John Deere Intelligent Solutions Group, a Division of Deere & Company

Kreg Enterprises, Inc. d/b/a Kreg Tool Company

Loffredo Gardens, Inc.

Midland National Life Insurance Company

Morpho Trust USA, Inc.

Murphy Tower Service, LLC

Patriot Converting, Inc.

Pioneer Hi-Bred International, Inc.

The Printer, Inc.

Puck Custom Enterprises, Inc.

Rural Soluxions LLC

Slash Web Studios, LLC

Telligen, Inc.

TFE Logistics Group, Inc.

4140 NW 114 Street Urbandale, Iowa 50322

201 Campus Drive Huxley, Iowa 50124

4001 SW 63rd Street Des Moines, Iowa 50321

4350 Westown Parkway West Des Moines, Iowa 50266

1700 Dixon Street Des Moines, Iowa 50313

20220 Highway 5 Carlisle, Iowa 50047

910 North 19th Ave East Newton, Iowa 50208

7100 NW 62nd Avenue Johnston, Iowa 50131

1220 Thomas Beck Road Des Moines, Iowa 50315

1110 100th Street Manning, Iowa 51455

1601 Golden Aspen Drive, Suite 108 Ames, Iowa 50010

315 SW Maple Street Ankeny, Iowa 50023

1776 West Lakes Parkway West Des Moines, Iowa 50266

5500 SE Delaware Ankeny, Iowa 50021

TPI Iowa, LLC	2300 North 33 rd Avenue N Newton, Iowa 50208
The Toro Company	5500 SE Delaware Ankeny, Iowa 50021
Walsh Door & Hardware Co.	2600 Delaware Avenue Des Moines, Iowa 50317
Walter G. Anderson, Inc.	1204 North 15 th Ave Newton, Iowa 50208
Weiler, Inc.	815 Weiler Drive Knoxville, Iowa 50138
Windsor Window Company	900 South 19 th Street West Des Moines, Iowa 50265

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

WHEREAS, the College has determined that the aggregate amount necessary to defray all or a portion of the cost of the Projects, including necessary expenses incidental thereto, will require the issuance by the College of its Taxable New Jobs Training Certificates pursuant to the provisions of the Act in the amount of \$5,435,000 and its Taxable New Jobs Training Certificates pursuant to the provisions of the Supplemental Act in the amount of \$3,690,000 for the purpose of funding the Projects in the amounts set forth below opposite the name of each Company (such amounts shall be proportionately adjusted by the officers of the College to reflect the final principal amounts of and original issue premium paid for the Certificates):

<u>Company</u>	Certificates Under the <u>Act</u>	Certificates Under the Supplemental <u>Act</u>	Total <u>Amount</u>
Access Technologies, Inc. d/b/a Access Systems, Inc.	\$145,500	\$79,500	\$225,000
Accu-Mold Holdings Corporation Gary W. Clem, Inc. d/b/a ALMACO	129,500 131,000	50,500 99,000	180,000 230,000

Avalanche Composites, Inc.	32,000	13,000	45,000
Baker Mechanical, Inc. d/b/a Baker Group	804,500	690,500	1,495,000
Bell Brothers Heating and Air	81,000	24,000	105,000
Conditioning, Inc.		64 666	10 - 000
Carrier Access, Inc.	114,000	81,000	195,000
Castle Metal, Inc.	88,000	82,000	170,000
Denso International America, Inc.	65,000	30,000	95,000
Dupont Danisco Cellulosic Ethanol LLC	210,000	210,000	420,000
Eurofins Scientific, Inc.	87,000	13,000	100,000
Express Logistics, Inc.	112,500	112,500	225,000
Health Enterprises of Iowa	124,500	105,500	230,000
Fyber-Vision, Inc. d/b/a Huston Millwork	29,000	6,000	35,000
IMT Insurance Company	165,500	134,500	300,000
Indoshell Precision Technologies, LLC	86,000	24,000	110,000
IP Pathways, LLC	14 6 ,500	123,500	270,000
John Deere Intelligent Solutions Group, a	137,500	137,500	275,000
Division of Deere & Company			
Kreg Enterprises, Inc. d/b/a Kreg Tool	59,000	46,000	105,000
Company			
Loffredo Gardens, Inc.	56,000	29,000	85,000
Midland National Life Insurance Company	141,500	108,500	250,000
Morpho Trust USA, Inc.	250,000	0	250,000
Murphpy Tower Service, LLC	95,500	29,500	125,000
Patriot Converting, Inc.	34,500	25,500	60,000
Pioneer Hi-Bred International, Inc.	978,000	762,000	1,740,000
The Printer, Inc.	139,000	41,000	180,000
Puck Custom Enterprises, Inc.	15,000	0	15,000
Rural Soluxions LLC	100,000	80,000	180,000
Slash Web Studios, LLC	26,750	23,250	50,000
Telligen, Inc.	106,000	89,000	195,000
TFE Logistics Group, Inc.	50,000	0	50,000
TPI Iowa, LLC	451,500	288,500	740,000
The Toro Company	29,250	20,750	50,000
Walsh Door & Hardware Co.	39,000	11,000	50,000
Walter G. Anderson, Inc.	60,000	60,000	120,000
Weiler, Inc.	159,500	105,500	265,000
	10,000	100,000	200,000

WHEREAS, it is proposed to finance the costs of the Projects through the issuance under the Act of Taxable New Jobs Training Certificates (Multiple Projects 44-A) of the College in an aggregate principal amount of \$5,435,000 (the "Series A Certificates") and through the issuance under the Supplemental Act of Taxable New Jobs Training Certificates (Multiple Projects 44-B) of the College in an aggregate principal amount of \$3,690,000 (the "Series B Certificates") (the Series A Certificates and the Series B Certificates are referred to in the aggregate as the "Certificates"); and WHEREAS, the Certificates have been offered for sale pursuant to notice published as required by law and bids have been received for the purchase of the Certificates; and

WHEREAS, the Board has determined that the most favorable bid received for the Series A Certificates was from Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Series A Purchaser"), and that the terms of said bid are as follows:

Interest <u>Rate</u>	Principal Amount	Maturity (June 1)
2.000%	\$300,000	2015
2.000%	450,000	2016
2.000%	630,000	2017
2.000%	640,000	2018
2.000%	655,000	2019
2.150%	665,000	2020
2.450%	680,000	2021
2.700%	700,000	2022
2.900%	715,000	2023

Price: \$5,454,744.78

Net Interest Cost: \$700,009.32

True Interest Rate: 2.339068%

WHEREAS, the Board has determined that the most favorable bid received for the Series B Certificates was from Robert W. Baird & Co., Inc., Milwaukee, Wisconsin (the "Series B Purchaser"), and that the terms of said bid are as follows:

Interest <u>Rate</u>	Principal Amount	Maturity (June 1)
2.000%	\$200,000	2015
2.000%	275,000	2016
2.000%	430,000	2017
2.000%	440,000	2018
2.000%	450,000	2019
2.150%	460,000	2020
2.450%	465,000	2021
2.700%	480,000	2022
2.900%	490,000	2023

6

Price: \$3,701,683.34

Net Interest Cost: \$480,677.10

True Interest Rate: 2.349796%

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

Section 1. That the bid received from the Series A Purchaser for the Series A Certificates is determined to be the most favorable bid received by the College for the Series A Certificates and the sale of the Series A Certificates to the Series A Purchaser upon the terms set forth in the bid, a copy of which is attached hereto, is hereby approved.

Section 2. That the bid received from the Series B Purchaser for the Series B Certificates is determined to be the most favorable bid received by the College for the Series B Certificates and the sale of the Series B Certificates to the Series B Purchaser upon the terms set forth in the bid, a copy of which is attached hereto, is hereby approved.

Section 3. That the form of bid for the purchase of the Series A Certificates by the Series A Purchaser is hereby approved and ratified, and the President of the Board of Directors is authorized to execute the bid form and to proceed with the arrangements and to execute such other documents as the officers of the College deem necessary to complete the sale of the Series A Certificates to the Series A Purchaser.

Section 4. That the form of bid for the purchase of the Series B Certificates by the Series B Purchaser is hereby approved and ratified, and the President of the Board of Directors is authorized to execute the bid form and to proceed with the arrangements and to execute such other documents as the officers of the College deem necessary to complete the sale of the Series B Certificates to the Series B Purchaser.

Section 5. That the notice of the sale of the Certificates heretofore given, the preparation and distribution of a preliminary official statement relating to the sale of the Certificates, and all acts of the Secretary done in furtherance of the sale of the Certificates, are hereby ratified and approved.

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

Passed and approved this 12th day of May, 2014

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President of the Board of Directors

Attest:

Carly Julew Secretary of the Board of Directors

STATE OF IOWA)) SS:

COUNTY OF CARROLL)

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014

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Secretary of the Board of Directors

RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE DMACC LOOP DRIVE IMPROVEMENTS, ANKENY CAMPUS

WHEREAS, on the 14th day of April 2014 plans, specifications, form of contract and estimated costs were filed with the Secretary of the Board of Directors of the Des Moines Area Community College for the project; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimated costs was published as required by law and action of the Board.

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Des Moines Area Community College that said plans, specification, form of contract, and estimated costs are hereby approved and adopted as the plans, specifications, form of contract, and estimated costs for the DMACC LOOP DRIVE IMPROVEMENTS, ANKENY CAMPUS.

PASSED AND APPROVED this 12th day of May 2014.

President, Board of Directors

ATTEST:

Secretary of the Board of Directors

Attachment "A"

Board of Directors Des Moines Area Community College

Regular Board Meeting May 12, 2014 – Immediately following Public Hearing

DMACC Carroll Campus 906 N. Grant Road, Carroll, Iowa Rooms 142/146

Agenda

- 1. Call to order.
- 2. Roll call.
- 3. Consideration of tentative agenda.
- 4. Public comments.
- 5. <u>Presentations:</u> John Brockelsby; Interim Provost, Carroll Campus

Karen Stiles; Coordinator, Business & Student Connections

6. <u>Consent Items</u>.

- a. Consideration of minutes from April 14, 2014 Joint Meeting with Heartland AEA and Regular Board Meeting.
- b. Human Resources report.
- c. Consideration of payables.
- 7. <u>Board Report 14-064.</u> Consideration to renew membership dues to the Association of Community College Trustees (ACCT).
- 8. <u>Board Report 14-065.</u> A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under Chapter 260E, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed \$110,000 aggregate principal amount of New Jobs Training Certificates (Siculus, Inc. aka Facebook) of Des Moines Area Community College.
- 9. <u>Board Report 14-066.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for Exodus Direct, L.L.C. Project #3.
- 10. <u>Board Report 14-067.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for LifeServe Blood Center Project #3.

- 11. <u>Board Report 14-068.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Sheet Metal Engineering**, Inc. Project #2.
- 12. <u>Board Report 14-069.</u> A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Sheet Metal Workers Business Network**.
- 13. <u>Board Report 14-070</u>. A resolution approving the form and content and execution and delivery of a retraining or training agreement under Chapter 260F, Code of Iowa, for Statistics & Control, Inc. Project #3.
- 14. <u>Board Report 14-071</u>. Receive and file President's recommendations for termination of specially funded teacher's contracts under Iowa Code Chapter 279.
- 15. <u>Board Report 14-072</u>. Consideration of termination of specially funded teacher's contracts under Iowa Code Chapter 279.
- 16. <u>Board Report 14-073.</u> DMACC Ankeny Campus 2014 Building No. 3W Roof Replacement -Approval of final 5% payment to contractor
- 17. <u>Board Report 14-074</u>. Approval of Development and Lease Agreement between Des Moines Area Community College and the Young Men's Christian Association (YMCA) of Greater Des Moines.
- 18. Presentation of financial report.
- 19. President's report.
- 20. Committee reports.
- 21. Board members' reports
- 22. Information items:
 - May 12 Carroll Commencement; Carroll Senior High School; 6:30 p.m.
 - May 26 Memorial Day Holiday All campuses closed.
 - > June 4-5 Presidents' Retreat; Waterloo (Hosted by Hawkeye Community College)
 - June 9 Board Meeting, Urban Campus; 4:00 p.m.
 - June 9-11 ABI Conference; Cedar Rapids
 - > June 19 DMACC Foundation CEO Golf Invitational
- 23. Closed Session Collective Bargaining.
- 24. Adjourn.



AFFIDAVIT OF PUBLICATION

State of Iowa

County of Polk, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER

newspaper of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Des Moines Register on the following dates:

_	Ad No.	Start Date:	Run Dates:	Cost:
	0000013727	05/2 8/14	05/28/14	\$52.62

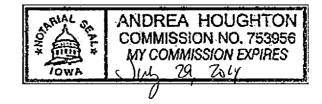
Copy of Advertisement Exhibit "A"

VP/Register, Veekly Newspapers

Subscribed and sworn to before me by said affiant this

<u>30th</u> day of <u>May, 2014</u>

Notary Public in and for Polk County, Iowa



- NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (SICULUS, INC. PROJECT) OF DES MOINES AREA COMMUNITY COLLEGE Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$110,000 aggregate principal amount of Des Moines exceed \$110,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Siculus, Inc. Project) (the Sobs Training Certificates (Siculus, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs
- and train workers for new loos at Siculus, Inc. in Altoona, Iowa. he Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance The of the Certificates
- of the Certificates. A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.
- the publication of this notice. This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the lowa Code.

By Order of the Board of Directors Carolyn Farlow Secretary of the Board of Directors

Board of Directors Des Moines Area Community College

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	REGULAR MEETING May 12, 2014	The regular meeting of the Des Moines Area Community College Board of Directors was held at the Carroll Campus on May 12, 2014. Board Chair Joe Pugel called the meeting to order at 4:13 p.m.
	ROLL CALL	Members present: Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger, Joe Pugel, Wayne Rouse.
		Members connected via telenet: Fred Buie, Jeff Hall, Madelyn Tursi.
		Others present: Robert Denson, President; Carolyn Farlow, Board Secretary; faculty and staff.
	CONSIDERATION OF	Rouse moved; seconded by Langston to approve the tentative agenda as presented.
	TENTATIVE AGENDA	Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.
	PUBLIC COMMENTS	None.
•	PRESENTATIONS	John Brockelsby, Interim Provost of Carroll Campus, welcomed everyone to the Carroll campus and thanked the board and administration for their support of the collaboration with New Hope Village. He then introduced his faculty and staff and thanked them for their hard work.
		Karen Stiles, Coordinator of Business & Student Connections, provided an overview of the variety of opportunities utilized by the college to connect students with business and industry.
	CONSENT ITEMS	Langston moved; seconded by Metzger to approve the consent items: a) Minutes from the April 14, 2014 Joint Meeting with Heartland AEA and Regular Board Meeting; b) Human Resources report and Addendum (Attachment #1); and c) Payables (Attachment #2).
		Motion passed unanimously. Aye-Buie, Hall, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.
	APPROVE MEMBERSHIP DUES IN ACCT July 1, 2014-June 30, 2015	<u>Board Report 14-064.</u> Rouse moved; seconded by Langston recommending that the Board approve a motion renewing membership to the Association of Community College Trustees (ACCT) and authorizing payment of annual dues in the amount of \$6,422.
		Motion passed on a roli call vote. Aye-Buie, Hall, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

APPROVE NEW JOBS TRAINING CERTIFICATES Siculus, Inc. aka Facebook

<u>Board Report 14-065.</u> Attachment #3. Halterman moved; seconded by Metzger recommending that the board adopt a resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs training Certificates, directing the publication of a Notice of Intention to Issue not to exceed \$110,000 aggregate principal amount of New Jobs Training Certificates (Siculus, Inc. aka Facebook) of Des Moines Area Community College.

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

Board Report 14-066. Attachment #4. A resolution approving the form and

Board Report 14-067. Attachment #5. A resolution approving the form and

Chapter 260F, Code of Iowa, for Sheet Metal Engineering, Inc. Project #2.

Board <u>Report 14-069</u>. Attachment #7. A resolution approving the form and

<u>Board Report 14-070.</u> Attachment #8. A resolution approving the form and content and execution and delivery of a retraining or training agreement under

Chapter 260F, Code of Iowa, for Statistics & Control, Inc. Project #3.

content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Sheet Metal Workers Business Network**.

content and execution and delivery of a retraining or training agreement under

Board Report 14-068. 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 Exodus Direct, L.L.C. Project #3.

Chapter 260F, Code of Iowa, for LifeServe Blood Center Project #3.

content and execution and delivery of a retraining or training agreement under

APPROVE RETRAINING ORMetzger moved; seconded by Langston to approve Items #9-13 as one consentTRAINING AGREEMENTSitem. Motion passed on a roll call vote. Aye-Buie, Hall, Halterman, Knott, Langston,
Metzger, Pugel, Rouse, Tursi. Nay-none.

Exodus Direct, L.L.C. Project #3

LifeServe Blood Center Project #3

Sheet Metal Engineering, Inc. Project #2

Sheet Metal Workers Business Network

Statistics & Control, Inc. Project #3

RECEIVE AND FILE TERMINATION OF SPECIALLY FUNDED TEACHERS' CONTRACTS <u>Board Report 14-071</u>. Rouse moved; seconded by Pugel to receive and file the President's recommendation for termination of specially funded faculty members under lowa Code Chapter 279.

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

APPROVE TERMINATION OF SPECIALLY FUNDED TEACHERS' CONTRACTS

Board Report 14-072. Langston moved; seconded by Halterman recommending that the Board of Directors terminate the teachers' contracts of Jon McAlister, Marilyn Perry, J. Collin Moon, Nancy Coursen, and Douglas Miller, effective June 30, 2014.

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

DMACC ANKENY CAMPUS BUILDING #3W ROOF REPLACEMENT – APPROVAL OF FINAL 5% TO CONTRACTOR <u>Board Report 14-073</u>. Langston moved; seconded by Rouse recommending that the Board approve the release for payment of the final 5% retainage to Academy Roofing.

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

APPROVAL OFBoard Report 14-074. Langston moved; seconded by Metzger recommending thatDEVELOPMENT AND LEASEthe Board hereby approve the form and content of the proposed Development andAGREEMENT BETWEEN DESLease agreement between Des Moines Area Community College and the YoungMOINES AREA COMMUNITYMen's Christian Association (YMCA) of Greater Des Moines and hereby authorizeCOLLEGE AND THE YOUNGthe President of the College to execute and deliver the Development and LeaseMEN'S CHRISTIANAgreement in substantially the form presented at this meeting with such changesASSOCIATION (YMCA) OFas shall be authorized by the President of the College.

on the board, he is unable to continue due to health issues.

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

FINANCIAL REPORT

GREATER DES MOINES

Greg Martin, Vice President, Business Services presented the April 2014 financial report as shown in Attachment #9 to these minutes.

Jeff Hall, Director District VIII, tendered his resignation as a member of the Board of

Directors effective immediately. Hall stated that although he has enjoyed his time

COMMITTEE REPORTS None.

RESIGNATION OF DIRECTOR, DISTRICT VIII

CLOSED SESSION

Knott moved; seconded by Metzger to hold a closed session to conduct a strategy meeting of a public employer concerning employees covered by a collective bargaining agreement as provided in Section 20.17(3) of the lowa Code.

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

ADJOURN

Knott moved to adjourn; seconded by Langston. Motion passed unanimously and at 5:28 p.m. Board Chair Pugel adjourned the meeting. Aye-Buie, Halterman, Knott, Langston, Metzger, Pugel, Rouse, Tursi. Nay-none.

JOE PUGEL, Board Chair

CAROLYN #ARLOW, Board Secretary



BOARD REPORT

To the Board of Directors of Des Moines Area Community College

AGENDA ITEM Hu

Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

 Alford, Aaron Instructor, Biology Ankeny Campus
 9 Month Position Annual Salary: \$57,755 Effective: August 18, 2014 Continuing Contract

RECOMMENDATION

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

May 12, 2014

1

Date:

Page:



BOARD REPORT

To the Board of Directors of Des Moines Area Community College Date: May 12, 2014 Page: 1

<u>ADDENDUM</u>

Human Resources Report

BACKGROUND

I.

New Employee

Replacement Position

 Lundstrom, Joel Provost Carroll Campus
 Month Position Annual Salary: \$128,000 Effective: May 14, 2014 (Date changed from April HR report) Continuing Contract

2. Alford, Aaron Instructor, Biology Ankeny Campus 9 Month Position Annual Salary: \$57,755 Effective: August 18, 2014 Continuing Contract

3. Kleindorfer, Kelli Instructor, Computer Science Ankeny Campus 9 Month Position Annual Salary: \$59,288 Effective: August 18, 2014 Continuing Contract

4. Hill, Amy
Instructor, Information Technology and Networking
West Campus
9 Month Position
Annual Salary: \$48,556
Effective: August 18, 2014
Continuing Contract

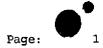
II. Resignation

1. Anderson, Barb

Instructor, Correctional Education Program Southridge Effective: June 13, 2014

RECOMMENDATION

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



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 Report:
 FWRR040

 Date:
 04/24/2014

 Time:
 12:05 PM

Des Moines Area Comm College

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List of checks over \$2,500.00 from 27-MAR-2014 to 23-APR-2014

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
	•					
DMACC HEA	572438	\$7,447.86	\$7,447.86	2272	Payroll Office	DMACC/HEA Dues Payab
ABC Garage Door	572453	\$3,250.00	\$3,250.00	6090	Buildings Equipment	Maintenance/Repair o
ABC Virtual Communication	572454	\$27,255.00	\$10,000.00	6 269	Equip Replacement Co	
			\$17,255.00	62 69	Equip Replacement Co	Other Company Servic
Airgas North Central	572456	\$20,227. 05	\$6.33	6322	Continuing Ed, Trade	
	、		\$3,563.35	6322	Continuing Ed, Trade	
			\$39.42	6322	Jasper County Career	
			\$102.10	6322	Continuing Ed, Trade	
			\$558.62	6322	Continuing Ed, Trade	Materials & Supplies
			\$50.0 0	6322	Continuing Ed, Trade	Materials & Supplies
			\$97.07	6322	Continuing Ed, Trade	Materials & Supplies
			\$7,322.12	6322	Continuing Ed, Trade	Materials & Supplies
			\$3,159.44	6322	Continuing Ed, Trade	Materials & Supplies
			\$235.80	6322	Continuing Ed, Trade	Materials & Supplies
			\$373.58	6322	Jasper County Career	Materials & Supplies
			\$45.28	6322	Jasper County Career	Materials & Supplies
			\$99.50	6322	Jasper County Career	Materials & Supplies
		-	\$56.97	6322	Continuing Ed, Trade	Materials & Supplies
			\$146.58		Continuing Ed, Trade	Materials & Supplies
			\$10.47		Continuing Ed, Trade	Materials & Supplies
			\$1,644.96		Perry Operations	Materials & Supplies
			\$217.50		Welding	Materials & Supplies
· ·			\$7.00		Welding	Materials & Supplies
			\$113.50	6322	Welding	Materials & Supplies
			\$38.38		Auto Body	Materials & Supplies
			\$2,328.24		Welding	Materials & Supplies
			\$10.84			Materials & Supplies
			+===01			, * *
Alliant Energy	572 459	\$34,235.10	\$ 2,269.46	6190	Boone Campus Housing	Utilities

Report: FWRR040

Date: 04/24/2014 Time: 12:05 PM

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

from 27-MAR-2014 to 23-APR-2014

Page:

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	572459	\$34,235.10	\$6 ,931 .88	6190	Boone Campus Housing	Utilities
			\$2,030.50	6190	Plant Operations, Pe	Utilities
			\$533.28	6190	Building Rental for	Utilities
			\$9,593.19	6190	Utilities	Utilities
			\$ 3 72.7 2	6190	Boone Athletic Depar	Utilities
			\$10,563.71	6190	Utilities	Utilities
			\$1,940.3 6	6190	Utilities	Utilities
AutomationDirect	572474	\$2,515.00	\$2,515.00	6322	Continuing Ed, Trade	Materials & Supplies
Babbitt, Julie	572476	\$2,500.00	\$2,500.00	6019	Iowa HOSA - Fiscal A	Prof Svcs-Individual
Business Publications Cor	572492	\$3,560.00	\$3,560.00	6110	Office of Dir, Marke	Information Services
CenturyLink	572500	\$2, 538.64	\$43.74	6150	Headstart-Urban Camp	Communications
			\$181.51	6150	Campus Communication	Communications
			\$145.17	6150	Campus Communication	Communications
			\$269.46	6150	Campus Communication	Communications
			\$26.5 3	6150	Campus Communication	Communications
			\$43.74	6150	Campus Communication	Communications
			\$87.66	6150	Campus Communication	Communications
			\$669.54	6150	Campus Communication	Communications
· · ·			\$314.75	6150	Campus Communication	Communications
			\$466.54	6150	Campus Communication	Communications
			\$43.74	6150	Campus Communication	Communications
			\$246.26	6150	Campus Communication	Communications
CIT Charters Inc	572503	\$13,062.18	\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$4,856.50	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,473.68	6420	Office of Exec Dean,	Vehicle Materials an

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT		NUMBER	INDEX TITLE	ACCOUNT TITLE
CIT Charters Inc	572503	\$13,062.18	\$5,280.00	6473	Men's Basketball	Athletics National T
			\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
City of Ankeny	572504	\$10,333.64	\$93.68	6190	Utilities	Utilities
		, ,	\$583.92		Physical Plant Opera	
			\$45.06		Utilities	Utilities
			\$103.47		Utilities	Utilities
			\$2,070.09	6190		Utilities
			\$103.47	6190		Utilities
			\$27.44	6190		Utilities
			\$27.44	6190		Utilities
			\$54.52		Utilities	Utilities
			\$ 37 0.32	6190	Utilities	Utilities
			\$6,049.14	6190	Utilities	Utilities
			\$93.68	6190	Utilities	Utilities
			\$64.31	6190	Utilities	Utilities
			\$64.31	6190	Utilities	Utilities
			\$103.47	6190	Utilities	Utilities
			\$314.32	6190	Utilities	Utilities
			\$15.00	6269	Child Care	Other Company Servic
			\$150.00	6269	NLN Testing	Other Company Servic
Clean Air Systems Inc	572506	\$7,120.0 0	\$7,120.00	6060	Buildings Equipment	Maintenance/Repair o
Clear Channel Outdoor Inc	572508	\$5,076.00	\$5,076.00	6110	WTED-General Exp	Information Services
Farner Bocken Co	572536	\$6,591.67	\$1,984.07	6511	Cafeteria	Purchases for Resale
			\$2,449.27	6511	Cafeteria	Purchases for Resale
			\$2,158.33	6511	Cafeteria	Purchases for Resale
Forst Training and Consul	572544	\$4,500.00	\$4,500.00	6015	Softskills Training	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Greater Des Moines Partne	5 72550	\$30,000.00	\$30,000.00	6040	Other General Instit	Memberships
Hobart Institute of Weldi	572558	\$3,951.12	\$3,951.12	6322	Iowa Adv Manufacturi	Materials & Supplies
Infobase Learning	572570	\$4,210.46	\$3,889.62 \$320.84	62 69 6310	Equipment Replacemen Equip Replacement Li	
James Mardock	572579	\$3,301.27	\$3,301.27	6015	Buildings Equipment	Consultant's Fees
Macerich Southridge Mall	572594	\$4,120.00	\$4,120.00	6210	Plant Operations - S	Rental of Buildings
Martin Brothers Distribut	572596	\$7,898.31	\$509.01 \$803.09 \$1,106.86 -\$11.36 \$628.33 \$1,094.58 \$927.07 \$633.59 \$1,255.90 \$951.24	6511 6511 6511 6511 6511 6511 6511	Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria Cafeteria	Purchases for Resale Purchases for Resale
Mercy College of Health S	572606	\$3,500.00	\$875.00 \$875.00 \$875.00 \$875.00	6262 6 262	Project IOWA Inc - F Project IOWA Inc - F Project IOWA Inc - F Project IOWA Inc - F	Client Services Client Services
MidAmerican Energy Co	572610	\$7,559.13	\$3,279.31 \$237.42 \$4,029.18 \$13.22	6190 6190 6190 6190	-	Utilities Utilities

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VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Mitchell, Susan J.	572612	\$2,966.60	\$296.66	6470	Dean, Business & Inf	Travel-Out of State
			\$2,373.28	6470	Business Law	Travel-Out of State
			\$296.66	6470	Office of Exec Dean,	Travel-Out of State
Neesvigs Inc	572617	\$3,794.27	\$513.00	6519	Bistro	College Inn
			\$1,162.89	6519	Bistro	College Inn
			\$182.00	6519	Bistro	College Inn
			\$131.31	6322	Culinary Arts	Materials & Supplies
			\$2,129.31	6519	Bistro	College Inn
			-\$324.24	6518	Hospitality Careers	Gourmet Dinners
O'Reilly Auto Parts	572623	\$4,247.75	\$75.21	6322	Southridge Equipment	Materials & Supplies
			\$386.73	6322	Southridge Equipment	Materials & Supplies
			\$58.50	6322	Southridge Equipment	Materials & Supplies
			\$177.44	6322	Southridge Equipment	Materials & Supplies
			\$11.15	6322	Southridge Equipment	Materials & Supplies
			\$37.67	6322	Southridge Equipment	Materials & Supplies
			\$66.15	6322	Story County Academy	Materials & Supplies
			\$1.35	6322	Story County Academy	Materials & Supplies
			\$113.60	6322	Southridge Equipment	Materials & Supplies
			\$253.96	6322	Southridge Equipment	Materials & Supplies
			\$3 .7 9	6322	Southridge Equipment	Materials & Supplies
			\$21.68	6322	Southridge Equipment	Materials & Supplies
			\$67.50	6322	Story County Academy	
			\$2,973.02	6322	Southridge Equipment	Materials & Supplies
PennWell/FDIC14	572628	\$4,875.00	\$4 ,875.00	6470	Dean, Business & Inf	Travel-Out of State
Perishable Distributors I	572630	\$ 9, 824.99	\$5,073.95	6269	Perishable Dist of I	
			\$4,751.04	6269	Perishable Dist of I	Other Company Servic
Prevention Research Insti	5 7 2640	\$20,000.00	\$20,000.00	6520	Driver Improvement B	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ProQuest	572641	\$7,160.00	\$7,160.00	6269	Equipment Replacemen	Other Company Servic
Purcell Printing and Grap	572642	\$4,006.30	\$64.00	6322	Mortuary Science Pro	Materials & Supplies
			\$54.00	6322	Medical Assistant	Materials & Supplies
			\$44.00	6322	Program Development	Materials & Supplies
			\$54.00	6322	Student Activities	Materials & Supplies
			\$226.31	6120	Story County Academy	Printing/Reproductio
			\$3,519.99	6120	ICI Booklet	Printing/Reproductio
			\$44.00	6322	Office of Exec Dean,	Materials & Supplies
Red Wing Shoe Store	572647	\$3,600.00	\$1,650.00	6322	Continuing Ed, Trade	Materials & Supplies
			\$1,950.00	6322	Continuing Ed, Trade	Materials & Supplies
Ryan Miller	572653	\$3,396.00	\$96.00	6060	Motorcycle and Moped	Maintenance/Repair o
			\$3,300.00	6060	Motorcycle and Moped	Maintenance/Repair o
Sandry Fire Supply LLC	572655	\$5,429.40	\$5,429.40	6322	Equipment Replacemen	Materials & Supplies
Shive Hattery Inc	572660	\$3,607.88	\$3,607.88	6269	Building 7 Expansion	Other Company Servic
Snyder and Associates Inc	572664	\$14,282.50	\$1,000.00	7600	Boone Softball Field	Buildings and Fixed
			\$948.50	6015	Boone Softball Field	Consultant's Fees
			\$12,334.00	6015	DMACC Road Project	Consultant's Fees
University of Northern Io	572681	\$6,261.59	\$200.80	6936	Graphic Edge Bowl	Football Bowl Game
			\$6,060.79	6936	Graphic Edge Bowl	Football Bowl Game
US Cellular	572682	\$3,136.53	\$158.31	6150	Custodial	Communications
			\$8.04	6150	Boone Campus Housing	Communications
			\$582.57	6150	Office of Dir, Purch	Communications
			\$39.99	6150	Info Tech/Network Ad	Communications

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		CHECK		TRANSACTION	ACCOUNT		
VENDOR N	IAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellu	lar	580(0)		4 0 01	63.50		
US CELLU	ITAL	572682	\$3,136.53	\$0.01	6150	Office of Dir, Purch	Communications
				\$144.44	6150	Youth at Risk - Anke	Communications
				\$354.39	6150	WLAN Support	Communications
				\$96.14	6150	Transportation Insti	
				\$5.80	6150	Office of Dir, Stude	Communications
				\$249.54	6150	Recruiting-Program D	Communications
				\$216.39	6150	Physical Plant Opera	Communications
				\$83.60	6150	Physical Plant Opera	Communications
				\$31.40	6150	Plant Operations - S	Communications
				\$5.80	6150	Plant Operations, St	Communications
				\$57.90	6150	Physical Plant Opera	Communications
		<u>-</u> .		\$21.94	6150	Physical Plant Opera	Communications
				\$131.51	6150	Office of the Dir, P	Communications
				\$35.66	6150	Info Tech/Network Ad	Communications
				\$211.96	6150	IA Comm College Athl	Communications
				\$5.80	6150	Continuing Ed, EMT-B	Communications
				\$79.92	6150	Economic Development	Communications
		•		\$ 20.7 9	6150	Dental Assistant	Communications
				\$14. 1 5	6150	Office of Exec Dean,	Communications
				\$5.80	6150	Data Processing	Communications
				\$92.89	6150	Respiratory Therapy	Communications
				\$83. 50	6150	Evening & Weekend	Communications
				\$220.51	6150	Grounds	Communications
				\$212.63	6150	Program Development	Communications
				\$229 .9 8	6150	Youth at Risk - Anke	Communications
				\$26.57	6150	Land Survey ACE Prog	Communications
				\$26.73	6150	5	Communications
				\$55.19	6150	Associates Degree Nu	Communications
				\$7.7 9	6150	IPT Regional Telecom	Communications
				\$60.27	6150	Transportation	Communications
l				\$60.26	6150	Non Tort Security In	Communications
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	572682	\$3,136.53	\$120.53	6150	Physical Plant Opera	Communications
			\$60.27	6150	Safety Committee	Communications
			\$11.95	6150	Office of the Dir, P	Communications
			\$120.54	6150	Mechanical Maintenan	Communications
			\$26.57	6150	IA Comm College Athl	Communications
			\$26.57	6150	Non Tort Security In	Communications
			\$53.14	6150	Non Tort Security In	Communications
			\$160.69	6150	Non Tort Security In	Communications
			\$1 07.14	6150	Non Tort Security In	Communications
Visiting Nurse Services	572684	\$2,763.00	\$2,763.00	6269	Noncustodial Parent	Other Company Servic
Visiting Nurse Services	572685	\$4,489.00	\$4,489.00	6269	Noncustodial Parent	Other Company Servic
Webster County Extension	572691	\$4,992.34	\$4,992.34	6 2 69	Economic Development	Other Company Servic
Weitz Company	572 69 2	\$10,903.00	\$6,849.00	6090	Ankeny Remodeling	Maintenance/Repair o
			\$4,054.00	6090	Ankeny Remodeling	Maintenance/Repair o
ABC Virtual Communication	57271 7	\$10,000.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
Airgas North Central	572718	\$12,640.40	\$236.71	6322	Southridge Equipment	
			\$2,023.56	632 2	Southridge Equipment	
			\$50.08	1550	Office of Controller	Prepaid Expenses
			\$41.36	1550		Prepaid Expenses
			\$409.91	1550	Office of Controller	Prepaid Expenses
			\$4.86	1550	Office of Controller	Prepaid Expenses
			\$4.86	1550	Office of Controller	Prepaid Expenses
			\$406.65	1550	Office of Controller	Prepaid Expenses
			\$357.64	1550	Office of Controller	Prepaid Expenses
			\$4.86	1550	Office of Controller	Prepaid Expenses

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VENDOR N	NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas N	North Central	572718	\$12,640.40	\$375.15 \$151.51 \$413.62 \$329.65 \$114.95 \$204.54 \$329.74 \$327.21 \$375.33 \$125.43 \$342.08 \$347.66 \$396.80 \$250.13 \$18.23 \$167.46 \$370.80 -\$4,286.33 \$7,351.16 \$11.72 \$92.64 \$20.49 \$584.88 \$139.09 \$545.97	1550 1550 1550 1550 1550 1550 1550 1550	Office of Controller Office of Controller Southridge Equipment WTED - Welding Southridge Equipment Southridge Equipment WTED - Welding Southridge Equipment Auto Body Welding Equip Replacement In Southridge Equipment WTED - Welding	Prepaid Expenses Prepaid Expenses Materials & Supplies Materials & Supplies
America	n Heritage Life In	572720	\$3,640.42	\$300.80 \$417.70 \$1,645.48 \$1,276.44	2288 2287	Payroll Office Payroll Office Payroll Office Payroll Office	Hospitalization Insu Critical Illness Ins Cancer Insurance Pay Accident Insurance P
Ames Mu	nicipal Utilities	572723	\$3,559.47	\$3,559.47	6190	Utilities	Utilities

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
•••						
Apple Computer Inc	572727	\$3,322.20	\$524.20	6323	Office of VP, Info S	
	,		\$2,798.00	6323	Office of VP, Info S	Minor Equipment
Deimen Burniture						
Beirman Furniture	572739	\$6,743.01	\$6,743.01	6377	Equipment Replacemen	Materials/Supplies f
Best Case Wine LLC		40.000.40	to 000 10			
Dest case wille THC	572740	\$2,909.40	\$2,909.40	6930	Beverage Account	Other Current Expens
Best Western	572741	\$6,937.64	\$6,937.64	6269	Natl Postsec Ag Stud	Other Company Servic
	5/2/41		\$0,957.0 4	0209	Nati Postset Ag Stud	Other company bervic
CAE Healthcare	572751	\$4,872.00	\$4,872.00	6269	St. Anthony's	Other Company Servic
		+-•• ••••	· · · · · · · · · · · · · · · · · · ·		Medica	
CampusEAI	572754	\$9,500.00	\$9,500.00	6269	Technical Update Equ	Other Company Servic
CDW Government Inc	572759	\$15,439.60	\$75.53	6323	Aging Services Admin	Minor Equipment
			\$9,275.00	6322	Office of VP, Info S	Materials & Supplies
			\$407.32	6322	Network Administrato	Materials & Supplies
			\$869.36	6323	Aging Services Admin	Minor Equipment
- ·			\$4,176.36	6323	Equipment Replacemen	Minor Equipment
			\$383.00	6323	Equipment Replacemen	Minor Equipment
			\$232.81	6322	Office of VP, Info S	Materials & Supplies
			\$20.22	6322	Office of VP, Info S	Materials & Supplies
Constellation NewEnergy G	572765	\$56,360.59	\$56,360.59	6190	Utilities	Utilities
Continuous Contural o Buti	550566	A				orben demenne Comia
Continuous Control Soluti	572766	\$7,751.05	\$7,751.05	6269	Cont Control Solutio	Other Company Servic
DMACC Boone Campus Checki	572779	\$7,462.00	\$280.00	6470	Men's Golf	Travel-Out of State
	5,2,15	<i>v</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$780.00	6267	Baseball	Athletic Officials
			\$1,120.00	6930	Men's Golf	Other Current Expens
1			\$1,750.00	6470	Baseball	Travel-Out of State
			\$932.00	6473	Men's Basketball	Athletics National T
l l			JJJ2.00	0-10		

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VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Boone Campus Checki	572779	\$7,462.00	\$1,200.00	6267	Softball	Athletic Officials
FBG Service Corporation	572786	\$43,808,00	\$4,513.00	6020	Physical Plant Opera	Custodial Services
we berviou derporación	572700	Q43,000.00			-	
			\$4,348.00	6030		
			\$2,250.00		Plant Operations, Pe	
			\$20,480.00	6030		Custodial Services
			\$8, 0 77.00	6030	Plant Operations - S	
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
First Choice Distribution	572787	\$2,593.37	\$1,970.84	6410	Physical Plant Opera	Janitorial Materiale
	572767	72,333.37	\$207.65	6410	Physical Plant Opera	
			\$414.88		Physical Plant Wareh	
			5414.00	6410	Physical Flant waten	Janicorial Materials
Global Test Supply	572795	\$7,082.90	\$7,082.90	6323	IPT Regional Telecom	Minor Equipment
Herff Jones Inc	572807	\$6,387.50	\$6,387.50	6322	Graduation	Materials & Supplies
Hewlett Packard	572808	\$3,306.00	\$3,306.00	6323	Equip Replacement Sc	Minor Equipment
Hobart Institute of Weldi	572810	\$9,097.00	\$9,097.00	6460	Iowa Adv Manufacturi	Other Materials and
		, .				
Hockenbergs Equipment	5 728 11	\$3,018.70	\$3,018.70	6323	Equip Replacement Sc	Minor Equipment
Informa Software	572818	\$4,500.00	\$4,500.00	6265	Non Tort Equip Maint	Software Service Agr
			-			_
Iowa Central Community Co	572820	\$19,405.60	\$1,007.63	6269	Iowa Adv Manufacturi	Other Company Servic
			\$3,878.59	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$10,519.38	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$4,000.00	6322	Iowa Adv Manufacturi	Materials & Supplies
Iowa FFA Foundation Inc	572822	\$10,000.00	\$10,000.00	6269	Office of the Presid	Other Company Servic
TOWA TEN FOUNDACTON THE	212022	\$10,000.00	Q10,000.00	0209	office of the flebra	orner company portro

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Lincoln National Life Ins	572843	\$56,265.47	\$1,608.50	2259	Payroll Office	Dep Supp Life Ins Pa
			\$8,365.48	2257	Payroll Office	Emp Opt Life Ins Pay
			\$4,239.74	2256	Payroll Office	ST Disability - B In
			\$15,173.53	2254	Payroll Office	Long Term Disability
			\$17,165.50	2253	Payroll Office	Basic Life Insurance
			\$2,859.80	2258	Payroll Office	Spouse Opt Life Ins
			\$6,852.92	2255	Payroll Office	ST Disability - A In
Midwest Office Technology	572855	\$10,246.57	\$6,200.00	6323	Library Sales	Minor Equipment
			\$4,046.57	6322	WLAN Support	Materials & Supplies
Miles, Randall J.	572858	\$6,665.93	\$2,827.96	6019	On-site Wastewater T	Prof Svcs-Individual
			\$3,837.97	6019	On-site Wastewater T	Prof Svcs-Individual
Miller, Renee L.	572859	\$3,436.54	\$23.97	6321	Economic Development	Food
			\$3,412.57	6480	Economic Development	Travel-In State
NAI Electrical Contractor	572863	\$13,650.00	\$3,767.00	6060	Mechanical Maintenan	Maintenance/Repair o
			\$3,148.00	6060	Mechanical Maintenan	Maintenance/Repair o
			\$3,469.00	6060	Mechanical Maintenan	Maintenance/Repair o
			\$3,266.00	6060	Mechanical Maintenan	Maintenance/Repair o
Respironics	572889	\$3,998.78	\$3,998.78	6323	Equip Replacement He	Minor Equipment
Securitas Security Servic	572898	\$37,638.74	\$15,758.41	6261	Non Tort Security In	Contracted Security
			\$21,880.33	6261	Non Tort Security In	Contracted Security
Storey Kenworthy	572908	\$9,121.97	\$ 210.00	6322	Information Systems	Materials & Supplies
			\$4,326.01	6269	Equipment Replacemen	Other Company Servic
			\$3,772.67	6323	Equipment Replacemen	Minor Equipment
			\$711.66	6378	Equipment Replacemen	Materials/Supplies f

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		CHECK			1.000-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-0-	_	
VENDOR N	NAME	NUMBER	CHECK AMOUNT	TRANSACTION	NUMBER		
		NONDER	CHECK ANOUNI	AMOUNT	NONDER	INDEX TITLE	ACCOUNT TITLE
Storey I	Kenworthy	572908	\$9,121.97	\$101.63	6269	Equipment Replacemen	Other Company Servic
Storey H	Kenworthy	57290 9	\$9,167.45	\$217.20	6322	Learning Center Book	Materials & Supplies
				\$438.96	6322	Information Systems	Materials & Supplies
				\$482.09	6322	IES-Des Moines	Materials & Supplies
				\$94.06	6322	Office of Exec Dir,	Materials & Supplies
				\$389.99	6322	Equip Replacement We	Materials & Supplies
				\$112.02	6322	Continuing Ed, 2 Day	Materials & Supplies
				\$7.78	6322	Dental Hygiene	Materials & Supplies
				\$81.82	6322	Office of Exec Dean,	Materials & Supplies
				\$615.92	6322	Office of Dean, Scie	Materials & Supplies
				\$516.22	6322	Office of Exec Dean,	Materials & Supplies
				\$68.24	6322	Office of Dean, Heal	Materials & Supplies
				\$115.06	6322	Office of Controller	
				\$140.31	6322	Auto Service	Materials & Supplies
				\$274.65	6322	Dean, Business & Inf	Materials & Supplies
				\$174.44	6322	Corrections-Newton	Materials & Supplies
				\$218.01	6322	Office of Exec Dir,	Materials & Supplies
				\$657.00	6322	Perry Operations	Materials & Supplies
				\$160.46	6322	Adult Literacy-South	Materials & Supplies
				\$54.17	6322	Youth at Risk - Anke	Materials & Supplies
				\$185.22	6322	WTED-General Exp	Materials & Supplies
				\$73.81	6322	-	Materials & Supplies
				\$363.60	6322	Workforce Training C	Materials & Supplies
				\$50.64		-	Materials & Supplies
				\$96.78	6322		Materials & Supplies
				\$201.95		Local 33 Pipe/Steamf	Materials & Supplies
				\$298.88	6322	Office of Dir, Stude	Materials & Supplies
				\$294.99	6322	Student Services	Materials & Supplies
		•		\$84.61			Materials & Supplies
				\$115.58	6322	Special Needs	Materials & Supplies

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

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	572909	\$9,167.45	\$83.27 \$712.32 \$57.98 \$238.31 \$361.26 \$86.63 \$286.92 \$64.13 \$73.44 \$13.73 \$321.38 \$184.66 \$98.96	6322 6322 6322	Admissions/Registrat Recruiting-Program D Office of Dir, Purch Perry Operations Program Development Office of the Dir, P Other General Instit Organization & Opera Practical Nursing Certified Nursing As Natl Postsec Ag Stud Office of Dir, Marke Mortuary Science Pro	Materials & Supplies Materials & Supplies
Superflow Technologies	572910	\$41,606.10	\$31,500.00 \$10,106.10	7100 7100	Equipment Replacemen Equip Replacement In	
Waste Mgmt of Iowa Corp.	572924	\$4,533.43	\$192.79 \$313.13 \$83.28 \$141.96 \$86.44 \$3,715.83	6030 6030 6030 6030 6030 6030	Cap Med Bldg-Common Plant Operations - S Plant Operations - E Physical Plant Opera Physical Plant Opera Custodial	
WebFilings LLC	572 92 6	\$3,567.61	\$3,567.61	6269	WebFilings #2-Job Sp	Other Company Servic
WorkSpace Inc	572933	\$8 ,678.55	\$8,678.55	6323	Equip Replacement In	Minor Equipment
Xerox Corp	572935	\$5,021.94	\$599.00 \$599.00 \$561.15	6060 6060 6060	Non Tort Equip Maint	Maintenance/Repair o Maintenance/Repair o Maintenance/Repair o

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Xerox Corp

CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE 572935 \$5,021.94 \$448.51 6322 Duplicating Services Materials & Supplies Duplicating Services \$495.38 6322 Materials & Supplies \$518.50 Duplicating Services Lease/Purchase Bldg 7620 \$176.13 7620 Duplicating Services Lease/Purchase Bldg \$490.87 7620 Duplicating Services Lease/Purchase Bldg \$500.61 Duplicating Services Lease/Purchase Bldg 7620 \$632.79 Duplicating Services Materials & Supplies 6322

XPEDX 572936 \$3,342.23 \$3,342.23 6322 Duplicating Services Materials & Supplies DMACC HEA 572965 \$7,447.86 \$7,447.86 Payroll Office DMACC/HEA Dues Payab 2272 ABC Virtual Communication 572982 \$11,500.00 \$10,000.00 Other Company Servic 6269 Equip Replacement Co Economic Development Consultant's Fees \$1,500.00 6015 Academy Roofing & Sheet M 572984 \$202,350.00 Buildings Equipment Maintenance/Repair o \$202,350.00 6090 Airgas North Central 572987 \$2,654.21 \$511.12 6322 Jasper County Career Materials & Supplies. \$168.06 Perry Operations Materials & Supplies 6322 \$2,458.14 Jasper County Career Materials & Supplies 6322 \$93.03 Welding Materials & Supplies 6322 \$122.05 6322 Welding Materials & Supplies -\$985.58 Program Development Materials & Supplies 6322 \$10.84 Jasper County Career Materials & Supplies 6322 \$228.26 6322 Welding Materials & Supplies Office of Controller Prepaid Expenses \$48.29 1550 Equipment Replacemen Materials & Supplies Anchor Fasteners 572993 \$5,179.71 \$3,170.27 6322 Materials & Supplies Equipment Replacemen \$2,009.44 6322 ASI Water Features 573000 \$40,835.00 \$40,835.00 7800 Buildings Equipment Other Structures and

Des Moines Area Comm College List of checks over \$2,500.00 from 27-MAR-2014 to 23-APR-2014



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

B & H Photography	573005	\$5,306.73	\$112.83	6322	Office of VP, Info S	Materials & Supplies
			\$2,830.76	6323		
			\$67.26	6322		
			\$2,295.88	6323		
Baker and Taylor Books	573010	\$8,180.05	\$8,180.05	6310	Equip Replacement Li	Library Books/Electr
-		4-7-00000	+0,200102			
CBE Group Inc	573036	\$3,701.02	\$3,701.02	6780	Office of Controller	Collection Agency Ex
Central City Community De	573038	\$27,800.00	\$27,800.00	6269	Project IOWA Inc - F	Other Company Servic
Central Iowa Works	. 57 3 03 9	\$ 25,000.00	\$25,000.00	6269	PACE Program 260H	Other Company Servic
CenturyLink	573041	\$6,622.44	\$600.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$ 555.00	6150	Campus Communication	Communications
			\$93.59	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$197.54	6150	Campus Communication	Communications
			\$146.23	6150	Campus Communication	Communications
			\$197.20	6150	Project IOWA Inc - F	Communications
			\$43.76	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$610.00	6150	Communications	Communications
			\$575.00	6150	Campus Communication	
			\$47.06	6150	Campus Communication	Communications
Christ the King Catholic	573042	\$50,000.00	\$50,000.00	4860	Southridge Mall Remo	Proceeds from Sale o

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Des Moines Area Comm College List of checks over \$2,500.00 from 27-MAR-

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
City of West Des Moines	573045	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
Clear Channel Outdoor Inc	573048	\$22,050.00	\$8,550.00	6110	Office of Dir, Marke	Information Services
			\$3,000.00	6110	Office of Dir, Marke	Information Services
			\$10,500.00	6110	WTED-General Exp	Information Services
Days Inn	573058	\$4,435.20	\$2,217.60	6269	Continuing Ed, 2 Day	Other Company Servic
			\$2,217.60	6269	Continuing Ed, 2 Day	Other Company Servic
Des Moines Register	573060	\$3,650.29	\$1,320.72	6110	Office of Exec Dir,	Information Services
			\$329.28	6050	Economic Development	Publications (Legal)
			\$37.20	6050	Office of Dir, Purch	Publications (Legal)
			\$1,963.09	6050	Economic Development	Publications (Legal)
DMACC Foundation	573067	\$11,075.00	\$ 11,075.00	6930	Hospitality Careers	Other Current Expens
Eastern Iowa Community Co	573069	\$23,498.77	\$4,060.22	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$1,844.14	6269	Iowa Adv Manufacturi	Other Company Servic
			\$2,733.07	6322	Iowa Adv Manufacturi	Materials & Supplies
· · ·			\$1,481.80	6480	Iowa Adv Manufacturi	Travel-In State
			\$13,379.54	6951	Iowa Adv Manufacturi	TAACT Salaries
Farner Bocken Co	573074	\$3,835.60	-\$11.96	6511	Cafeteria	Purchases for Resale
			\$2,316.23	6511	Cafeteria	Purchases for Resale
			\$1,531.33	6511	Cafeteria	Purchases for Resale
FFA Enrichment Center	573077	\$22,878.00	\$22,878.00	2014	FFA Enrichment Cente	Due to Others
Gay, Ross	57309 0	\$2,952.13	\$2,300.00	6019	Humanities	Prof Svcs-Individual
			\$652.13	6930	Humanities	Other Current Expens
Heartland Area Education	573106	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Coop	573107	\$2,548.50	\$2,548.50	6322	Dallas County Farm O	Materials & Supplies
-		41,010100	<i>42,010100</i>	0022	Sarras councy raxa o	haddelalb a supplied
Heathcock, Alan	573108	\$2,874.00	\$574.00	6930	Humanities	Other Current Expens
			\$2,300.00	6019	Humanities	Prof Svcs-Individual
Hewlett Packard	573112	\$10,272.68	\$1,286.86	6323	Equip Replacement In	Minor Equipment
			\$1,286.86	6323	Equipment Replacemen	
			\$2,487.72	6265	Non Tort Equip Maint	
			\$2,884.76	6060		_
			\$1,286.86	6323	Equip Replacement In	
			\$1,039.62	6323	IPT Regional Telecom	Minor Equipment
Hockenbergs Equipment	573116	\$4,909.18	\$66.00	6322	Equip Replacement Sc	Materials & Supplies
			\$776.40	6322	Equip Replacement Sc	
			\$347.92	6322	Equip Replacement Sc	Materials & Supplies
			\$185.00	6322	Equip Replacement Sc	Materials & Supplies
			\$118.86	6322	Equip Replacement Sc	Materials & Supplies
			\$3,415.00	6060	Equip Replacement Sc	Maintenance/Repair o
Holiday Inn Downtown	573117	\$4,212.60	\$2,106.30	6321	Continuing Ed, 2 Day	Food
			\$2,106.30	6321		
INS Connect	573124	\$5,850.00	\$5,850.00	6150	Campus Communication	Communications
Inteconnex	573125	\$7,565.22	\$7,565.22	6378	Non Tort Security In	Materials/Supplies f
Iowa Association of Commu	573128	\$18,700.00	\$18,700.00	6269	Office of the Presid	Other Company Servic
Iowa Communications Netwo	573129	\$23,916.06	\$48.15 \$346.68 \$0.30	6150	Office of Dean, Scie Mortuary Science Pro Campus Communication	Communications

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	CHECK		TRANSACTION	ACCOUNT		、
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	573129	\$23,916.06	612 0 4	C1 C 0	Compute Computiesties	Comunications
10#a committations Netwo	575125	\$23,9 10 .00	\$13.84	6150	Campus Communication	Communications
			\$485.21	6150	Campus Communication	
			\$2.15	6150	Campus Communication	Communications
			\$3,220.19	6269	Distance Learning	Other Company Servic
			\$10,694.54	6150	Campus Communication	
			\$23.23	6150	Campus Communication	Communications
			\$87.54	6150	Campus Communication	Communications
			\$23.58	6150	Campus Communication	Communications
			\$8,970.65	6150	Campus Communication	Communications
KCCI TV	57 3141	\$5,291.25	\$5,291.25	6110	Office of Dir, Marke	Information Services
KDSM TV	573 143	\$3,825.00	\$3,825.00	6110	Office of Dir, Marke	Information Services
Kirkwood Community Colleg	573149	\$39,021.22	\$6,744.74	5900	IA Comm College Athl	DMACC Paid Insurance
			\$32,276.48	5300	IA Comm College Athl	Regular Prof Support
Loffredo Fresh Produce Co	573164	\$2,552.31	\$101.21	6321	Jasper County Career	Food
			\$90.96		Jasper County Career	
			\$404.21		Culinary Arts	Materials & Supplies
			\$142.99	6519	-	College Inn
			\$177.13	6519	Bistro	College Inn
			\$359 82	6519	Bistro	College Inn
			-\$32.50	6518	Hospitality Careers	Gourmet Dinners
			\$128.10	6518	Hospitality Careers	Gourmet Dinners
			\$110.03	6322	Culinary Arts	Materials & Supplies
			\$69.25	6322	Culinary Arts	Materials & Supplies
			\$114.04	6322	Culinary Arts	Materials & Supplies
			\$887.07	6518	Hospitality Careers	Gourmet Dinners
, Martin Brothers Distribut	573169	\$5,882.22	\$1,381.57	6511	Cafeteria	Purchases for Resale

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Martin Brothers Distribut	573169	\$5,882.22	\$1,080.26	6511	Cafeteria	Purchases for Resale
			\$519.93	6511	Cafeteria	Purchases for Resale
			\$794.83	6511	Cafeteria	Purchases for Resale
			-\$90.46	6511	Cafeteria	Purchases for Resale
			\$1,106.46	6511	Cafeteria	Purchases for Resale
			\$1,089.63	6511	Cafeteria	Purchases for Resale
Midwest Office Technology	573184	\$17,963.53	\$147.16	6322	Office of Exec Dean,	Materials & Supplies
			\$8.93	6322	Office of Exec Dean,	Materials & Supplies
			\$561.86	6322	DOT Civil Engr Tech	Materials & Supplies
			\$248.05	6322	Office of Exec Dean,	Materials & Supplies
			\$469.24	6322	Office of Exec Dean,	Materials & Supplies
			\$0.03	6322	Practical Nursing	Materials & Supplies
			\$1.20	6322	Library	Materials & Supplies
			\$1.09	6322	Student Services	Materials & Supplies
			\$9.00	6322	Story County Academy	Materials & Supplies
			\$132.13	6322	Urban Copy Usage	Materials & Supplies
			\$251.70	632 2	Office of Exec Dean,	Materials & Supplies
			\$3.35	6322	Urban Copy Usage	Materials & Supplies
			\$162.47	6322	Office of Dean, Scie	Materials & Supplies
			\$183.73	6322	Dean, Business & Inf	Materials & Supplies
			\$21.34	6322	Economic Development	Materials & Supplies
			\$8.28	6322	Office of Exec Dir,	Materials & Supplies
			\$144.62	6322	Office of Dean, Scie	Materials & Supplies
			\$13.80	6322	Library	Materials & Supplies
			\$0.21	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$48.13	6322	Duplicating Services	Materials & Supplies
			\$56.46	6322	Transportation Insti	Materials & Supplies
			\$110.05	6322	Evelyn Davis Center	Materials & Supplies
			\$20.04	6322	Urban Copy Usage	Materials & Supplies
			\$77.60	6322	Dean, Business & Inf	Materials & Supplies

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C	HECK		TRANSACTION	ACCOUNT		
VENDOR NAME NU	MBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology 57	31 8 4	\$17,963.53	\$25.64	6322	Urban Copy Usage	Materials & Supplies
			\$18.16	6322	Other General Instit	Materials & Supplies
			\$37.74	6322	Graphic Design	Materials & Supplies
			\$24.41	6322	Heavy Diesel Equipme	Materials & Supplies
			\$24.40	6322	ASSET Auto/Ford	Materials & Supplies
			\$0. 51	6322	WTED - Welding	Materials & Supplies
			\$3.98	6322	GED Testing	Materials & Supplies
			\$107.12	6322	Auto Service	Materials & Supplies
			\$28.31	6322	Veterinary Techician	Materials & Supplies
			\$28.31	6322	Agri Business	Materials & Supplies
			\$1.72	6322	Urban Copy Usage	Materials & Supplies
			\$175.48	6322	Office of Dir, Marke	Materials & Supplies
			\$547.30	6322	Other General Instit	Materials & Supplies
			\$4.05	6322	Special Needs	Materials & Supplies
			\$37.28	6322	Office of Dean, Scie	Materials & Supplies
			\$51.22	6322	GED Testing	Materials & Supplies
			\$34.68	6322	GED Testing	Materials & Supplies
			\$2.98	6322	Office of Dean, Heal	Materials & Supplies
			\$6.31	6322	Office of Dean, Heal	Materials & Supplies
			\$1.30	6322	Auto Service	Materials & Supplies
			\$1.78	6322	Practical Nursing	Materials & Supplies
			\$1.30	6322	Office of Exec Dean,	Materials & Supplies
			\$3.08	6322	Office of Exec Dean,	Materials & Supplies
			\$8.59	6322	Urban Copy Usage	Materials & Supplies
			\$1 4.68	6322	Distance Learning	Materials & Supplies
			\$10.05	6322	Office of Dean, Indu	
			\$3.78		Library	Materials & Supplies
			\$8.53			Materials & Supplies
			\$0.25		Enrollment Managemen	
			\$0.87		Office of Dir, Finan	
			\$0.93	6322	Certified Nursing As	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	573184	\$17,963.53	\$0.51	6322	Office of Exec Dean,	Materials & Supplies
			\$0.85	6322	Associates Degree Nu	Materials & Supplies
			\$ 9.35	6322	Duplicating Services	Materials & Supplies
			\$0.42	6322	Mechanical Maintenan	Materials & Supplies
			\$89.65	6322	Dean, Business & Inf	Materials & Supplies
			\$4.68	6322	GED Testing	Materials & Supplies
			\$44.50	6322	Urban Copy Usage	Materials & Supplies
			\$2,296.08	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$10,615.95	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,006.33	6120	Graphic Design	Printing/Reproductio
Neesvigs Inc	573200	\$10,79 7 .77	\$173.96	6322	Culinary Arts	Materials & Supplies
			\$185.37	6519	Bistro	College Inn
			\$184.44	6519	Bistro	College Inn
			\$934.97	6519	Bistro	College Inn
			\$953.70	6518	Hospitality Careers	Gourmet Dinners
			\$3,098.45	6518	1	Gourmet Dinners
			\$972.35	6518	Hospitality Careers	Gourmet Dinners
			\$297.46	6519	Bistro	College Inn
			\$254.52	6322	Culinary Arts	Materials & Supplies
			\$1,334.7 7	6322	Culinary Arts	Materials & Supplies
			\$534.86	6322	Culinary Arts	Materials & Supplies
			\$640.80	6322	Culinary Arts	Materials & Supplies
			\$1,232.12	6519	Bistro	College Inn
Nelnet Business Solutions	573201	\$3,725.56	\$3,725.56	6269	Office of Controller	Other Company Servic
New Century FS Inc	573205	\$3,105.64	\$3,105.64	6420	Grounds	Vehicle Materials an
Northwest Iowa Community	573209	\$60,686.78	\$3,458.86	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$46,137.00	6930	Iowa Adv Manufacturi	Other Current Expens

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Northwest Iowa Community	573209	\$60,686.7 8	\$3,409. 53	6951	Iowa Adv Manufacturi	
			\$3,380.95	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$ 90.00	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$2,196.44	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$2,014.00	6952	Iowa Adv Manufacturi	TAACT Fringes
Oracle Corporation	573216	\$10,357.82	\$10,35 7.8 2	6265	Non Tort Equip Maint	Software Service Agr
Purcell Printing and Grap	573225	\$3,658.37	\$190.80	6460	Office of Exec Dean,	Other Materials and
			\$111.00	6269	NSF/ISU-IINspire LSA	Other Company Servic
			\$465.01	6269	WTED-General Exp	Other Company Servic
			\$419.09	6120		
			\$325.50	6460	Facilities Rent – We	
			\$703 .50	6110		Information Services
,			\$97.52	6110		Information Services
			\$284.08	6110	· · · · ·	
			\$332.12	6120	Jasper County Career	
			\$337.05	6460		
			\$84.00	6460	Facilities Rent - We	
			\$308.70	6460	Facilities Rent - We	Other Materials and
Reinhart Foodservice	573234	\$2,614.10	\$673.27		Culinary Arts	Materials & Supplies
			\$812.54	6322	Culinary Arts	Materials & Supplies
			\$497.06	6322	Culinary Arts	Materials & Supplies
			\$20.71	6322	Culinary Arts	Materials & Supplies
			\$610.52	6518	Hospitality Careers	Gourmet Dinners
Rosenshine, Nancy	573236	\$ 4,315.57	\$4,315.57	6019	Civil Engineering Te	Prof Svcs-Individual
Sealwize of Iowa	573241	\$2,933.00	\$2,933.00	6378	Equipment Replacemen	Materials/Supplies f
ShapeTools LLC	573243	\$4,020.00	\$995.00	6322	Computer Aided Desig	Materials & Supplies

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	CHECK		TRANSACTION ACCOUNT			
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
ShapeTools LLC	573243	\$4,020.00	\$30.00	6322	Equip Replacement In	Materials & Supplies
-		1-1	\$2,995.00	6323	Equip Replacement In	
Shive Hattery Inc	573245	\$8,995.63	\$1,486.23		Non Tort Security In	
			\$7,509.40	6012	Non Tort Security In	Architect's Fees
Shockley, Evie	573246	\$2,851.72	\$551.72	6930	Humanities	Other Current Expens
			\$2,300.00	6019	Humanities	Prof Svcs-Individual
Sigler Companies	573247	\$3,270.74	\$1,635.37	6120	Office of Dir, Marke	Printing/Reproductio
	0,001,	<i>40,2701,1</i>	\$1,635.37	6120		-
			<i>42,000.01</i>	0110		
Snap On Industrial	573250	\$12,733.70	\$3,095.00	1550	Office of Controller	Prepaid Expenses
			\$9,638.70	1550	Office of Controller	Prepaid Expenses
Speaker Agency	573253	\$23,375.00	\$23,375.00	6269	Advanced Manufacturi	Other Company Servic
Storey Kenworthy	572250	8C 027 00	¢6 027 00	6377	Equipment Replacemen	Materials/Supplies f
Storey Kenworthy	573259	\$6,037.80	\$6,037.80	6377	Equipment Replacement	Materials/Supplies 1
Des Moines Register	573302	\$2,500.00	\$2,500.00	6110	Job Fair - WP	Information Services
	0,0000	42,500100	4_,			
DMACC Student Accounts	573303	\$4,596.50	\$296.50	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$4,300.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Nelson Development 10 LLC	573310	\$7,118.98	\$374.13	6210		Rental of Buildings
			\$6,095.32	6210		Rental of Buildings
			\$649.53	6030	IES-Des Moines	Custodial Services
	C 2 2 2 2 2	<u> </u>	e n 200 00	6060	Buildings Equipment	Maintenance/Repair o
ABC Garage Door	573327	\$3,300.00	\$3, 300.00	6060	purratuda pdarbilleur	Maincenance/ Kepari O
ABC Virtual Communication	573329	\$10,000.00	\$10,000.00	6269	Equip Replacement Co	Other Company Servic
ADC VIICUAL COMMUNITCACION	513523	910,000.00	Q 10,000.00	0200	-debracement of	-- 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -

Report: FWRR040	Des Moines Area Comm College					Page: 25
Date: 04/24/2014 Time: 12:05 PM	List of checks			-	to 23-APR-2014	
VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
Action Reprographics	573331	\$3,680.08	\$3,680.08	6269	Action Repro Job Spe	Other Company Servic
Airgas North Central	573334	\$4,719.45	\$54.88 \$246.55 \$198.16 -\$36.57 \$105.11 \$97.95 \$61.80 \$454.95 \$739.01 \$41.20 \$119.95 \$94.50 \$425.30 \$3.76 \$37.41 \$47.93 \$3.76 \$21.07 \$141.40 \$86.26 \$871.90 \$22.04 \$783.56 \$43.30	6322 6322 6322 6322 6322 6322 6322 6322	Southridge Equipment Southridge Equipment Southridge Equipment Southridge Equipment Southridge Equipment Southridge Equipment Welding Welding Welding Welding Welding Welding Welding	Materials & Supplies Materials & Supplies
American Dental Associati	573339	\$6,050.00	\$52.47 \$1.80 \$6,050.00	. 6322 6322 6269	Welding	Materials & Supplies Materials & Supplies Other Company Servic
Baker and Taylor Books	573349	\$6,754.39	\$829.55	6310		Library Books/Electr

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Baker and Taylor Books	573349	\$6,754.39	600 AF	627.0	Denie Denlement Ti	
Sandi and Taylor Books	5/3349	20,724.39	\$29.45	6310	Equip Replacement Li	-
			\$535.57	6310	Equip Replacement Li	-
			\$4,670.61	6310	Equip Replacement Li	-
			\$279.88	6310	Equip Replacement Li	-
			\$357.83	6310	Equip Replacement Li	-
			\$51.50	6310	Equip Replacement Li	Library Books/Electr
Ball Seed Co	573350	\$7, 7 55.47	\$7 ,755.47	7100	Equip Replacement In	Furniture, Machinery
Cenergistic Inc	573367	\$15,354.75	\$15,354.75	6015	Utilities	Consultant's Fees
Christian Printers Inc	573373	\$5,695.00	\$3,695.00	6120	Communications	Printing/Reproductio
CIT Charters Inc	573375	\$3,872.00	\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$665.50	6420	Office of Exec Dean,	Vehicle Materials an
			\$756.25	6420	Office of Exec Dean,	Vehicle Materials an
			\$816.75	6420	Office of Exec Dean,	Vehicle Materials an
			\$665.50	6420	Office of Exec Dean,	Vehicle Materials an
Conference Event Manageme	573379	\$2,693.10	\$ 2, 493.10	6269	Conf Event Mgmt #2-J	Other Company Servic
	2,32,2	<i>42,055.10</i>	\$200.00		Conf Event Mgmt #2-M	
			<i>4200.00</i>	0205	Cont Evene Agaic #2 M	other company servic
CustomGuide Inc	573385	\$3,245.00	\$3,245.00	6265	Office of VP, Info S	Software Service Agr
Education to Go	573398	\$5,721.50	\$193.50	6269	Continuing Ed, On Li	Other Company Servic
			\$5,593.00	6269	Continuing Ed, On Li	Other Company Servic
			-\$65.00	6269	Continuing Ed, On Li	Other Company Servic
Fastenal Co	573403	\$3,184.25	\$3,184.25	6323	Southridge Equipment	Minor Equipment
Fausch, Cody	573404	\$2,500.00	\$2,500.00	6269	Office of Dir, Marke	Other Company Servic

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Des Moines Area Comm College List of checks over \$2,500.00 from 27-MAR-

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
······································					••••	
First Choice Distribution	573406	\$5,893.08	\$250.00		Office of Dean, Heal	
			\$62.50		Culinary Arts	Janitorial Materials
			\$5,580.58	6410	Custodial	Janitorial Materials
Green Mill St Cloud	573417	\$64,650.68	\$15,887.81	6269	Natl Postsec Ag Stud	Other Company Servic
			\$6,681.86		Natl Postsec Ag Stud	
			\$937.99	6269	_	
			\$26,789.80	6269	-	
			\$14,353.22		Natl Postsec Ag Stud	
				_		
Heartland Coop	573420	\$6,264.63	\$2,314.48	6322	Dallas County Farm O	Materials & Supplies
_			\$3,950.15		Dallas County Farm O	
					-	
HostIowa.net	573424	\$5,680.00	\$2,840.00	6269	On-site Wastewater T	Other Company Servic
			\$2,840.00	6269	On-site Wastewater T	Other Company Servic
Innovative Injection Tech	573428	\$2,592.43	\$2,592.43	6269	Innov Inj Tech #3 Jo	Other Company Servic
Iowa Workforce Developmen	573435	\$32,873.77	\$32,873.77	5970	Unemployment	Unemployment Comp
Iowa Workforce Developmen	573436	\$7,500.00	\$7,500.00	6040	Economic Development	Memberships
McGraw Hill Companies	573 469	\$2 ,751.77	\$1,807.44		Iowa Correctional In	
			\$944.33	6460	United Way GED Acade	Other Materials and
MidAmerican Energy Co	573475	\$6,545.08	\$5,873.47		Plant Operations - E	
			\$671.61	6190	Plant Operations - E	Utilities
National Guminulum C Tra	693406	ČF 100 16	62 046 00	(EDO	Devision Tennesson	Durabagon for Possio
National Curriculum & Tra	573486	\$5,188.16	\$3,246.80		Driver Improvement B	
			\$1,121.87		—	Purchases for Resale
			\$819.49	6520	Driver Improvement B	PUICNASES IOT RESALE

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

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VENDOR NAME	CHECK		TRANSACTION			
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
National Recoveries Inc	573487	\$2,788.25	\$2,788.25	6780	Office of Controller	Collection Agency Ex
O'Reilly Auto Parts	573494	\$3,114.30	\$800.91	6511	Auto Body	Purchases for Resale
			\$137.02	6511	Auto Body	Purchases for Resale
			\$103.48		Story County Academy	
			\$2,052.38	6511	Auto Body	Purchases for Resale
			\$20.51	6511	Auto Body	Purchases for Resale
Patterson Dental Supply I	573500	\$17,657.17	\$15,984.42	6323	Equip Replacement He	Minor Equipment
			\$32.50	6460	Dental Assistant	Other Materials and
			\$806.25	6460	Dental Hygiene	Other Materials and
			\$15,671.00	6323	Equip Replacement He	
			-\$15,671.00	6323	Equip Replacement He	
			\$834.00	6460	Dental Assistant	Other Materials and
PeopleAdmin Inc	573501	\$21,653.27	\$21,653.27	6265	Non Tort Equip Maint	Software Service Agr
Power Protection Products	573509	\$16,019.28	\$16,019.28	6060	Non Tort Equip Maint	Maintenance/Repair o
Praxair Distribution Inc	573510	\$43,010.00	\$43,010.00	7100	Iowa Adv Manufacturi	Furniture, Machinery
Ralph N Smith Inc	573515	\$4,343.00	\$4,343.00	60 9 0	Ankeny Remodeling	Maintenance/Repair o
Record Printing Company	573518	\$9 ,981 .93	\$9,981.93	6 26 9	Record Print Proj #7	Other Company Servic
Remel Inc	573520	\$4,374.95	\$4,374.95	6322	Equip Replacement Sc	Materials & Supplies
Reynolds & Reynolds Inc	57352 1	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Ryan Miller	573526	\$2,720.00	\$2,720.00	6060	Motorcycle and Moped	Maintenance/Repair o
Securitas Security Servic	573534	\$37,548.87	\$22,238.89	6261	Non Tort Security In	Contracted Security

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Des Moines Area Comm College List of checks over \$2,500.00 from 27-MAR-

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	573534	\$37,548.87	\$15,309.98	6261	Non Tort Security In	Contracted Security
Shive Hattery Inc	573538	\$33,581.64	\$33,581.64	6012	Building 7 Expansion	Architect's Fees
Siemens Industry Inc	573539	\$11,925.25	\$11,925.25	60 6 0	Mechanical Maintenan	Maintenance/Repair o
Snyder and Associates Inc	5 7 3542	\$19,836.00	\$19,836.00	6015	DMACC Road Project	Consultant's Fees
Tri City Ag Supply	573555	\$17,612.21	\$17,612.21	6322	Dallas County Farm O	Materials & Supplies
US Postal Service	573560	\$5,000.00	\$5,000.00	6230	Office of Exec Dir,	Postage and Expediti
Van Den Berg, Laura	5 7 3562	\$2,526.00	\$2,000.00 \$526.00		Humanities Humanities	Prof Svcs-Individual Other Current Expens
Verizon Wireless	573564	\$8,212.35	\$154.92 \$141.80 \$51.64 \$30.02 \$40.01 \$166.21 \$51.64 \$82.47 \$80.92 \$51.64 \$51.64 \$51.64 \$51.64 \$51.64 \$522.76 \$416.54 \$309.84 \$1,808.05	6150 6150 6150 6150 6150 6150 6150 6150	Office of Dean, Heal Office of Controller Architectural Drafti Academic Development Associate Dean, Urba Office of Dir, Stude Physical Plant Opera	Communications Communications Communications Communications Communications Communications Communications Communications Communications Communications Communications Communications

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

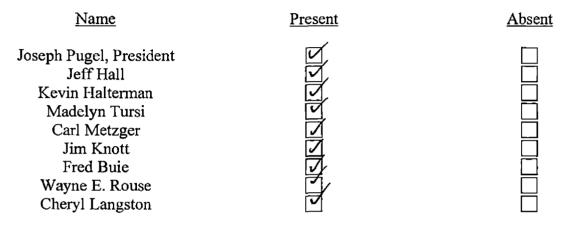
from 27-MAR-2014 to 23-APR-2014

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	573564	\$8,212.35	\$62.93	6150	Workforce Developmen	Communications
			\$51.64	6150	Office of VP, Info S	Communications
			\$70.03	6150	Volleyball	Communications
			\$62.93	6150	Continuing Ed, Trade	Communications
			\$51.64	6150	Continuing Ed, Trade	Communications
			\$64.99	6150	Student Services	Communications
			\$103.28	6150	Special Needs	Communications
			\$233.05	6150	Non Tort Security In	Communications
			\$283.04	6150	Non Tort Security In	Communications
			\$80.02	6150	Safety Committee	Communications
			\$155.58	6150	Student Records/Serv	Communications
			\$40.01	6150	Recruiting-Program D	Communications
			\$224.01	6150	Program Development	Communications
			\$77.32	6150	Office of the Presid	Communications
			\$50 0.50	6150	Physical Plant Opera	Communications
			\$51.64	6150	Plant Operations - S	Communications
			\$196.36	6150	Office of the Dir, P	Communications
		-	\$64.9 9	6150	Director, Nursing	Communications
			\$211.68	6150	Office of Dir, Marke	Communications
			\$40.01	6150	LEAN Process Improve	Communications
			\$61.64	6150	Office Exec Dir, Ins	Communications
			\$51.64	6150	IES-Des Moines	Communications
			\$146.79	6150	Office of Exec Dir,	Communications
			\$91.65	6150	Judicial Office	Communications
			\$62.93	6150	Continuing Ed, Healt	Communications
			\$51.64	6150	Office of Exec Dir,	Communications
			\$49.59	6150	Energy Education Con	Communications
			\$734.75	6150	Economic Development	Communications
			\$62.93	6150	Continuing Ed, 2 Day	Communications
			\$103.28	6150	Office of Exec Dean,	Communications
			\$49.59	6150	Office of Exec Dean,	Communications
			·			

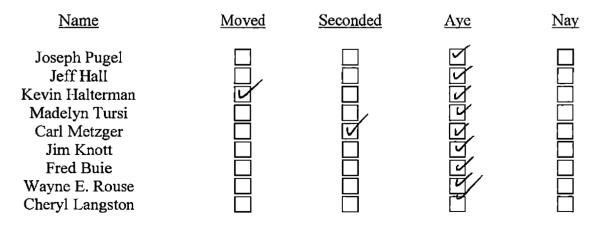
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Dat e: Time:	04/24/2014 12:05 PM	List of	checks	over \$2,500.00	from 27-N	1AR-2014	to 23-APR-2014		
VENDOR N	IAME]	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE	
Verizon	Wireless		573564	\$8,212.35	\$91.65	6150	Office of Exec Dean,	Communications	
				-					
			REPC	RT TOTAL	\$2,131,288.64				

Carroll, Iowa May 12, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:



Matters were discussed concerning a New Jobs Training Agreement between the College and Siculus, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$110,000 Aggregate Principal Amount of New Jobs Training Certificates (Siculus, Inc. Project) of the Des Moines Area Community College." 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:



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 NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$110,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (SICULUS, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

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 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Siculus, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require

the issuance by the College of not to exceed \$110,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Siculus, Inc. Project) of the College (the "Certificates"), with \$55,000 of the Certificates issued under the Act and \$55,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training 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 new jobs training program for the Company;

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

<u>Section 1</u>. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (SICULUS, INC. PROJECT) OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$110,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Siculus, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Siculus, Inc. in Altoona, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

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Secretary of the Board of Directors

<u>Section 2</u>. That the Industrial New Jobs Training 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 Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training 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.

<u>Section 3</u>. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Siculus, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

<u>Section 4</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

Attest:

Secretary of the Board of Directors

STATE OF IOWA

COUNTY OF CARROLL

) SS:

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

Out Aulow

Secretary of the Board of Directors



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IOWA NEW JOBS TRAINING AGREEMENT

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between

DES MOINES AREA COMMUNITY COLLEGE Ankeny, Iowa

and

Siculus, Inc.

Project # 1

Dated as of May 12, 2014

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CULUS 14

IOWA NEW JOBS TRAINING AGREEMENT

LEGAN

This Iowa New Jobs Training Agreement (this "Agreement") is made and entered into as of $\underline{May} 12 \underline{2014}$ between Des Moines Area Community College, Ankeny, Iowa (the "Area School"), and Siculus, Inc. (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with the Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by the Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates in the cumulative amount of up to \$157,766(the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed; and

WHEREAS, the Area School and the Employer previously entered into the Iowa New Jobs Training Program (260E) Preliminary Agreement as of May 16, 2013 (the "Preliminary Agreement").

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

ARTICLE

REPRESENTATIONS

<u>Section 1.1</u>. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of 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 Agreement.
- (d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

- (a) It is duly and validly organized and is in good standing under the laws of the state of Delaware and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of 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 Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Agreement, and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises. Notwithstanding the preceding, the Employer may use the funds disbursed to the Employer from the proceeds

of the Certificates to pay for travel costs incurred in connection with the new jobs training programs.

- (g) The Employer will use the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance jobs training programs and for no other purposes.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding (which has been authorized by the local jurisdiction to fund training certificates for the Project) that will be provided from the new jobs to be created by the Employer in connection with the Project will be in an amount sufficient to fund the Project Costs (as hereinafter defined), including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding are insufficient to fund the Project Costs, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall. Notwithstanding the preceding, in no event will the Employer's liability under this Agreement exceed \$157,766.
- (i) The Employer agrees that it shall provide all relevant information with respect to the employees that receive training pursuant to the Project and requested by the Area College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information may include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the Area College or the Iowa Department of Education upon forms provided by the Area College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed in connection with the Project. The new jobs to be created in connection with the Project will be located at the site described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

<u>Section 2.1</u>. As used herein, references to the "Project" shall mean the on-the-job training program for the Employer described on Exhibit "A" attached hereto and

incorporated herein by reference as well as the activities described in this Agreement and all activities of the Area School in connection herewith. "Program Services" shall mean the program services for the Project (the "Program Services"). Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project and, in either case, permitted under the budget or approved by the Employer in writing. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. The budget shall not be altered without the Employer's prior written approval. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act.

<u>Section 2.2</u>. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

<u>Section 2.3</u>. The Employer agrees to pay or cause to be paid the Project Costs, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project, as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all Project Costs, including principal and interest on the Certificates. Notwithstanding the preceding, in no event will the Employer's liability under this Agreement exceed \$157,766.

<u>Section 2.4</u>. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the Employer shall not terminate until the Certificates have been paid in full or the Employer has satisfied all of its obligations under this Agreement (whichever occurs first).

<u>Section 2.5</u>. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

<u>Section 2.6</u>. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for

the Certificates, as the Board of Directors of the Area School shall determine. The Area School will submit the Certificates to the Employer for its approval before issuing the Certificates.

<u>Section 2.7</u>. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

<u>Section 2.8</u>. In the event that moneys in the Project Fund are not sufficient to pay the Project Costs, the Employer will, nonetheless, pay ail of the Project Costs in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

<u>Section 2.9</u>. In the event that the Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees.

<u>Section 2.10</u>. Amounts received by the Area School from the new jobs credit from withholding taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School for costs related to the Project.

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project is insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates. In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder; Notwithstanding the preceding, in no event will the Employer's liability under this Agreement exceed \$157.766.

<u>Section 3.2</u>. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

<u>Section 3.3</u>. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

<u>Section 3.4</u>. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that if the Employer fails to make the payments it is required to make hereunder and thereafter fails to cure such failure within five (5) days' of the Area School's demand, the Area School may file lien upon the Employer's business real property in the State of Iowa, including specifically the real property described on Exhibit "B" attached hereto, until the amounts owed under this Agreement have been paid. The lien filed pursuant to the preceding sentence will have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this 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 any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

<u>Section 4.1</u>. Each of the following shall constitute an "event of default" hereunder:

- (a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable, the Area School gives the Employer written notice of such failure and such failure continues for a period of five (5) business days after delivery of such notice.
- (b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after written notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing; provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.
- (c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.
- (d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished by the Employer in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.
- (e) The Employer shall permanently cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

<u>Section 4.2</u>. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

<u>Section 4.3</u>. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every 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 Area School 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.

<u>Section 4.4</u>. In the event any agreement contained in this Agreement 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.

ARTICLE V

MISCELLANEOUS

<u>Section 5.1</u>. All notices, certificates, 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 notice address as follows:

If to the Area Schooi:	Robert Denson, President Des Moines Area Community College 2006 S. Ankeny Blvd.
	Ankeny, Iowa 50023
	•

If to the Employer:

Sicu	lus,	Inc.	

1 Hacker Wav Menlo Park, California 94025 Attn.: Data Center Business Operations Manager

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

<u>Section 5.2</u>. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement 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 Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

<u>Section 5.3</u>. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates and except that the Employer may assign this Agreement to its affiliates or in connection with a purchase, a merger or a consolidation.

<u>Section 5.4</u>. This Agreement 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.

<u>Section 5.5.</u> If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

<u>Section 5.6</u>. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

<u>Section 5.7</u>. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School in connection therewith. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall continue to be liable for the expenses previously incurred as provided in Section 2.9 hereof.

<u>Section 5.8</u>. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Intentionally deleted.

<u>Section 5.10</u>. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

<u>Section 5.11</u>. The Area School shall promptly following receipt of any request to provide copies of information relating to this Agreement or the Project or for inspection of the same by any third party give written notice and a copy of such request to the Employer. The Area School shall not allow inspection or provide copies of any such records until the Employer shall have had ten (10) business days from the date of such notice to designate the requested information as a confidential record to be withheld from public inspection pursuant to Iowa code section 15.118, Iowa Code chapter 22 or to otherwise contest the right of any party to inspect or receive copies of the records. The parties agree that the purpose of withholding such information for a period of ten (10) business days is to allow the Employer to determine the scope of its rights under chapter 22 and in particular whether to seek an injunction preventing the public inspection of such information.

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

<u>Section 6.1</u>. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit "A" also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

<u>Section 6.2</u>. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

<u>Section 6.3</u>. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

<u>Section 6.4</u>. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the lowa Economic Development Authority for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of lowa, as amended.



Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

<u>Section 6.5</u>. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

<u>Section 6.6</u>. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written. IEND OF TEXTL

Siculus, inc.	DES MOINES AREA COMMUNITY COLLEGE
[Printed Name of Employer]	
[Federai I.D. #], 61-1674372	
	11110
By: Thomas Tour	By:
[Printed Name] Thomas J. Furlong	[Printed stame])/10 DUSEL
[Printed Title] Vice President, Infra Data Centers	[Peinted Title]
Email address / tfurlong@fb.com	Date: 51/2/14
	Date:
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ATTEST:	ATTEST:
- Mul Milling - 1	
By: Allot II XAII CO	By:
[Printed Name] LCAN NOUR-FIGAN	[Printed Name]
[Printed Title] NOTATA Public	[Printed Title]
State of C.N.	State of Iowa
County of San Maria :ss	County of Polk :ss
On this date: $3/2D/14$	On this date: 5/12/14
before me, a Notary Public in and for the above	before me, a Notary Public in and for the above
specified County and State, personally appeared	specified County and State, personally appeared
[Name] ThAMAS J. Furlong	[Name]
to me personally known, who, being by me duly	to me personally known, who, being by me duly
sworn upon path, did_say that he or energy is the	swom upon oath, did say that he of she is the
[Title] VICE PICSUCOT	[Title] DVard KIRSIGENT
of the above named Employer, a corporation organized in the State of IA	of Des Moines Area Community College, Ankeny
	lowa; that the foregoing instrument was signed
that the foregoing instrument was signed on	on behalf of Des Moines Area Community
behalf of said Employer by authority of its Board	College by authority of the Board of Directors
of Directors; and acknowledged the execution of	and acknowledged the execution of said
said instrument to be the voluntary act and deed	instrument to be the voluntary act and deed of
of said Officer by him or her voluntarily executed.	said Officer by him or her voluntarily executed.
Given under my hand and seal, this date:	Given under my hand and seal this date:
[Date] 3 20/14	[Date] SI214
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	S TULL MY COMMISSION EXPIN
Notary Public In and For Said County and State	Notary Public In Said Son Said County and Statem
[Printed Name] Leah McG-G-FIGAN	[Printed Name]
	Commission Expires [Date] 44/22
Commission Expires [Date]	

Page 14 of 20

SCULUS B

EXHIBIT "A"

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TRAINING PLAN AND BUDGET FOR Siculus PROJECT #1

Prepared By: Cathy Spenceri Business Consultant DMACC Business Resources Des Moines Area Community College

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LEGN

INTRODUCTION Siculus PROJECT # 1

COMPANY BACKGROUND

Siculus, Inc. ("Siculus") is a wholly owned subsidiary of Facebook, Inc. Siculus is constructing and will operate, upon completion, a large data center that will serve as a central repository for the storage, management, and dissemination of data and information for Facebook, Inc.'s business.

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LOCATION OF PROJECT

Altoona, IA

BASE HEAD COUNT

0

NUMBER OF NEW POSITIONS

12

PREVIOUS PROJECTS

None

SUPPLEMENTAL INFORMATION

All positions are eligible for the additional 1 1/2% supplemental diversion

v

PRELIMINARY DATE

May 31, 2013

PROJECT END DATE

May, 2017



LIST OF POSITIONS

LEGN

PROJECT #1

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Data Center Employees	12	22.11

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below: Health insurance, dental insurance, life insurance, accidental death and dismemberment insurance, 401k, flexible spending accounts, and health club reimbursement.

WILLIS AS

LEGN

Ann -----

TRAINING BUDGET FOR Siculus PROJECT #<u>1</u>

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, lowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the lowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

E.	JUB SKILL TRAINING	\$85,5UT
	This category includes training such as but is not limited to: orientation, one on one skill training from touchdown team, and continuing education for new employees. Costs will include expenses for travel of trainers to come in to Altoona to train new emp	loyees.
11.	SUPERVISORY SKILLS	\$
III.	TRAINING MATERIALS	\$
IV.	DMACC FEE	\$
v.	ON THE JOB TRAINING	\$

TOTAL TRAINING BUDGET

\$85,501

The training began May 2013 and will continue to May 2017.

Upon receipt of proper documentation, reimbursement to <u>Siculus, Inc.</u> for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of <u>Siculus, Inc.</u> with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

SCULUS B

EXHIBIT "B"

LEGN

ADDRESS OF THE PROJECT SITE

100 Share Way NW, Altoona, IA

DESCRIPTION OF PERSONAL PROPERTY

None

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260E INFORMATION SHEET

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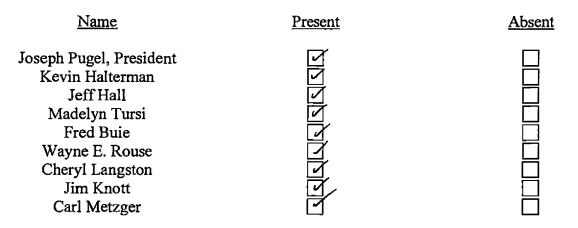
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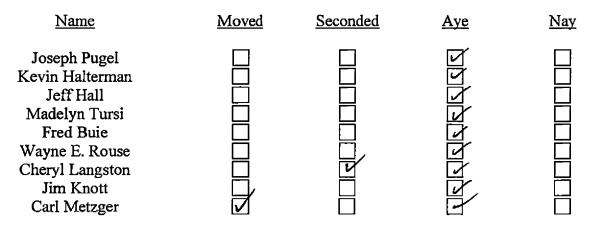
Project Name	Siculus		Project # <u>1</u>		
Preliminary Date	May 31,2013	Training Consultant	Cathy Spenceri		
Project Address	Altoona, Polk				
	(Cit	y, County)			
Contact Person	Brad Davis	Title	Data Center Op. Mgr.		
Address 1 Hacker Way, Menlo Park, CA					
Phone 650-5	516-7307	FAX	-		
Email Address	bradleyd@fb.com	<u> </u>	·		
Legal Name					
Corporate Address					
CEO					
Phone		FAX			
State and Year of	Incorporation		Fed ID # 61-1674372		
Type of Corporati	ion		SIC#		
Product or Service Data Center - Software Service					
Base Iowa Emplo	yment 0	Da	te 5/1/2013		
Projected # of Ne	w Positions 12	Avg. Star	ing Salary 46,000		
Bargaining Unit		No			
Ma Ma	es of Skills Training Neede nufacturing Technology orkplace Skills nagement/Supervisory Ski ner		Organizational Change Information Technology Biotechnology		
Estimated Issuand	e 109,500	Training F	und 85,501		

Carroll, Iowa May 12, 2014 #4

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning a Retraining Agreement between the College and Exodus Direct, 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 Exodus Direct, 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:



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:

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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 EXODUS DIRECT, 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 Exodus Direct, 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.

<u>Section 2</u>. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority. <u>Section 3</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA

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COUNTY OF CARROLL)

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

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SECRETARY OF THE BOARD OF DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of <u>May 12, 2014</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and Exodus Direct, L.L.C., <u>Des Moines, Iowa</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. <u>Representations and Covenants of the Employer</u>. The Employer represents and covenants that:

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in 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 lowa 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 followup 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.

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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 <u>\$25,000.00</u>, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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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 o 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 <u>6</u>%. 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 <u>6</u>%. 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.

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College:	Des Moines Area Community College
	1111 E Army Post Road
	Des Moines, IA 50315
Employer:	Exodus Direct
	1825 E Army Post Road
	Des Moines, IA 50315

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

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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 Exodus Direct Community College Business hit. Hour 1 Authorized Signature Authorized Signature Board President Jeret Koenig, VP of Operations Type Name and Title Jeretk@exodusdirect.com Email Address 1111 E. Army Post Road 1825 E. Army Post Road

Des Moines, IA 50315

Address

5/12/14

Date '

Des Moines, IA 50315

Address

4/11/14

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IOWA JOBS TRAINING PROGRAM

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RETRAINING PROJECT

TRAINING PLAN

for

Exodus Direct, L.L.C. Project #3

February 10, 2014

Training Plan and Budget For Exodus Direct 260F Project

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

		Cost	260F Cost
I.	Job Skill Training For Detail, please see next page.	\$21,110.00	\$15,000.00
II.	Management/Supervisory Skills	\$7,210.00	\$5,000.00
III.	Materials and Supplies	\$1330.00	\$552.00
IV.	Administrative Costs	\$4,448.00	\$4,4 48 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 2/10/2014 with completion anticipated by 2/10/2016. 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 12 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.

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Details of Training

Note: Please refer to EXD Employees Table (Table 1) for breakdown of Office Employee, Warehouse Employee, and Sales Team

OSHA, Safety, & Fire Safety Training

To include, but not limited to:	For:	Esti	mated Cost
OSHA Training Course:	Warehouse Manager	\$	1,000.00
OSHA Publication 2236 - Materials Handling and Storag	je		
Standard 29 CFR, Part 1910, 302-308 and 331-335 - Ele	ctrical Hazards		
OSHA Publication 3151 - Personal Protective Equipmer	it		
Implementation of OSHA standards	Warehouse Employees	\$	120.00
Training for WH employees to maintain OSHA			
standards	Warehouse Employees	\$	120.00
Powered Vehicles Training	Warehouse Employees	\$	30.00
Fire Safety Training	All Employees	\$	100.00
Standard 29 CFR, Part 1910, Subpart L - Fire Protection			
Fire Exit Route			
Usage of Fire Extinguisher			
Estimated Total		\$	1,370.00
Operations Refresher_Course			
To include, but not limited to:	For:	Esti	mated Cost
Handheld Operations	All Employees	\$	120.00
V-Technologies Starship UPS Shipping Program			
Operations	All Employees	\$	120.00
Sage Software Mas90 Accounting System Operations	All Empioyees	\$	120.00
Supply Chain inbound SOP	All Employees	\$	120.00
Supply Chain Outbound SOP	All Employees	\$	120.00
Storage Operations SOP	All Employees	\$	120.00

Estimated Total

New SOP Implementation Training		
To include, but not limited to, the following departments:	For:	Estimated Cost

720.00

\$

Estimated Total		\$ 8,770.00
New Technology Implementation Training	Office Employees	\$ 5,120.00
Hazardous Material Management Training	Office and Warehouse Employees	\$ 500.00
Inventory Management Training	Office and Warehouse Employees	\$ 450.00
Logistics Management Training	Office and Warehouse Employees	\$ 450.00
Sales & Marketing Management Training	Sales Team	\$ 450.00
Warehouse Management Training	Office and Warehouse Employees	\$ 450.00
Operations Management Training	Office and Warehouse Employees	\$ 450.00
Accounts Payable Training	Office Employees	\$ 450.00
Accounts Receivable Training	Office Employees	\$ 450.00

Sales Training

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To include, but not limited to:	For:		Estimated Cost	
Regional Sales Training	Sales Team and Office Employees	\$	450.00	
Vendor Information Training	Sales Team	\$	450.00	
Equipment Training	Sales Team	\$	450.00	
Sales & Marketing Skills Training	Sales Team and Office Employees	\$	450.00	
Estimated Total		\$	1,800.00	

Quality Control Management Training

To include, but not limited to:	For:	Esti	mated Cost
John Deere Achieving Excellence Training	Office and Warehouse Employees	\$	600.00
John Deere G223 Supplier Quality System Training	Office and Warehouse Employees	\$	600.00
Estimated Total		\$	1,200.00

IT/System Infrastructure Training

To include, but not limited to:	For:	Esti	mated Cost
Internet Marketing	Office Employees	\$	1,390.00
Web Development	Office Employees	\$	1,390.00
Crystal Reports	Office Employees	\$	1,390.00
Database Management	Office Employees	\$	1,390.00

Microsoft Office Suite Training	Office Employees	\$ 300.00
Computer Language Programming Training	Office Employees	\$ 1,390.00
Estimated Total		\$ 7,250.0 0

Leadership Training To include, but not limited to: For: **Estimated Cost** Leaders Development Program (LDP) All Employees 210.00 \$ Leadership Reaction Course All Employees 1,500.00 1,500.00 **Business Management & Leadership Office Employees Estimated Total** \$ 3,210.00

Management Training Estimated Cost To include, but not limited to: For: **Time Management Skills Office Employees** \$ 1,000.00 Job Prioritization Skills **Office Employees** 1,000.00 \$ **Office Employees** 1,000.00 Delegation \$ 1,000.00 Project Management Skills Office Employees \$ Ś 4,000.00 Estimated Total

Training Materials

To include, but not limited to, the following categories:	E	Estimated Cost	
OSHA, Safety, & Fire Safety Training	\$	100.00	
Operations Refresher Course	\$	50.00	
New SOP Implementation Training	\$	150.00	
Sales Training	\$	300.00	
Quality Control Management Training	\$	300.00	
IT/System Infrastructure Training	\$	300.00	
Leadership Training	\$	65.0 0	
Management Training	\$	65.00	
Estimated Total	\$	1,330.00	

EXD Employees Table			
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Operations Manager	42	Office Employee	
Inventory Control & Purchasing	23	Office Employee	
Accounting Manager	17	Office Employee	
Logistics & Property Manager	23	Office Employee	
Accounting Assistant	12	Office Employee	
Warehouse Manager	21	Office Employee	
		Warehouse	
Order Processing Coordinator	16	Employee	
		Warehouse	
Shipping Personnel	12.66	Employee	
		Warehouse	
Shipping Personnel	12.66	Employee	
		Warehouse	
Shipping Personnei	12.66	Employee	
		Warehouse	
Forklift Personnel	13	Employee	
Sales/Marketing Coordinator	30	Sales Team	
	Table 1	2 e 3	

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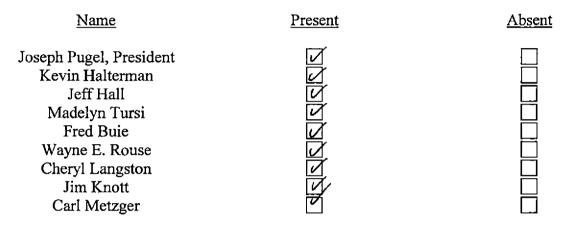
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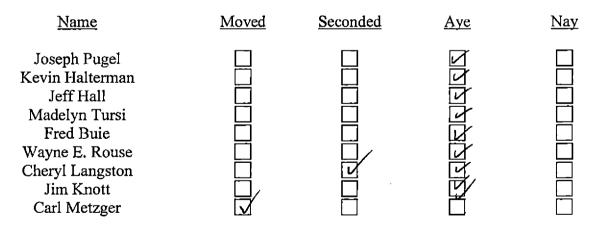
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The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning a Retraining Agreement between the College and LifeServe Blood Center. 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 LifeServe Blood Center." 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:



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 LIFESERVE BLOOD CENTER.

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 LifeServe Blood Center (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:

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

<u>Section 2</u>. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority. <u>Section 3</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA

)) ss

COUNTY OF CARROLL)

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

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SECRETARY OF THE BOARD OF DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of <u>May 12, 2014</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and LifeServe Blood Center, <u>Des Moines, Iowa</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Cection 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.

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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 <u>25,000</u>, 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 ail provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to IEDA.

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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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 <u>6</u>%. 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 <u>6</u>%. 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.

260F Training Contract.doc

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

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

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

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

ARTICLE VII MISCELLANEOUS

Bection 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:	Life Serve Blood Center	
	431 E Locust	
	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.

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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 Board Wess dent Jue

Type Name and Title

LifeServe Bl	ood Center
, Busin	iess
dia A (\sim
jacy 4.	Spma
Authorized	Signature

V.P. of Quality and Human Resources Type Name and Title

Tracy.Sipma@LifeServeBloodCenter.org Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023 Address

5/12/14

Date

431 East Locust Street

Des Moines, IA 50309 Address

4/21/13

Date

Souton O Data 260F-4 (03/00) Approved as to Form 08/26/96 by DMACC General Counsel 6 260F Training Contract.doc

IOWA JOBS TRAINING PROGRAM

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RETRAINING PROJECT

TRAINING PLAN

for

LifeServe Blood Center Project #3

March 5, 2014

Training Plan and Budget For 260F Project

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

		Cost	260F Cost
I.	Job Skill Training Lean Initatives – LifeServe Blood Center will be Implementing lean and continuous improvement Concepts which could include but is not limited to: Process Mapping, A3, and 5S	\$20,000	\$18,55 2
II.	Management/Supervisory Skills	9,650	2,000
	Along with the continuous improvement curriculum, development training that will take place	there will be some	e leadership
III.	Materials and Supplies		
IV.	Administrative Costs	\$ 4,448	\$4,448
	DMACC will help the company monitor the activity assure that the training objectives are met.	for the duration of	f the contract to
	Total	\$34,098	\$25,000

The training began 3/5/14 with completion anticipated by 3/7/16. 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 _____unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.

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	SECTION 6. TH			
I. Training start date.	3/5/14			
II. Training end date.	3/5/16			
Note- Training plans can	be written for a ma		o years 25	
III. TOTAL UNDUPLICATE	<u>D</u> number of employ	rees to be train	ned	
	TRAINING ACTI	VTIES TO BE	E PROVIDED	
mplete the following chart for each ational and skill assessment and to ning activity. Include all direct cost upment, materials, supplies, facility ach a detailed description for ea	esting, consulting, evaluats associated with each it	ation, job-related tem listed includ	training, etc. List each ing trainer cost.	<u>es</u> .
Training Activity	Training Cost	# To be Trained	Position Title	Average Wage
			Info. Sys. Tech	23.66
			Quality Control Lab	26.61
ean Training	20,000	19	Lab Tech	21.11
			Component Spec	16.28
			Prod. Mgmt. spec.	13.67
			Ovelity Ocetaci Lab	
pervisory Training	9650.00	7	Quality Control Lab	26.61
			Prod. Mgmt Spec.	13.67
				ļ
otal Training Cost	29,650.00			
			<u> </u>	
	In-Kinc	d Match		

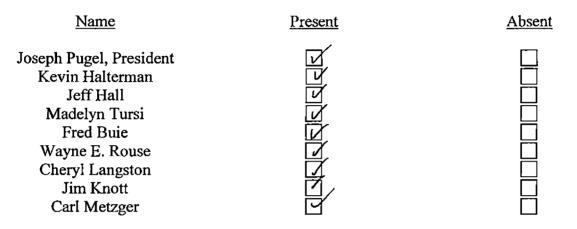
Value of Supplies

Value of Equipment:

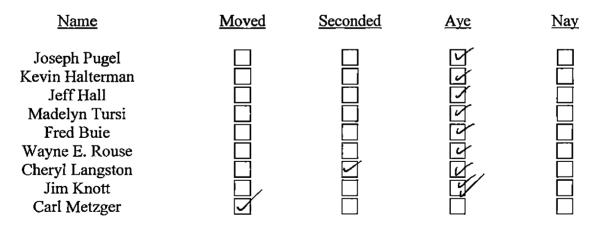
per:

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The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning a Retraining Agreement between the College and Sheet Metal Engineering, 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 Sheet Metal Engineering, 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:



#2451867

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 SHEET METAL ENGINEERING, 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 Sheet Metal Engineering, 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:

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

<u>Section 2</u>. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority. <u>Section 3</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

ATTEST:

Secretary of the Board of Directors

STATE OF IOWA

COUNTY OF CARROLL

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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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members I further certify that the individuals named in the attached of the public in attendance. proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

In Fullow

SECRETARY OF THE BOARD OF DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of <u>May 12, 2014</u> between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and Sheet Metal Engineering, Inc., <u>Des Moines, Iowa</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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- (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.
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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 igned copy of the modification must be sent to IEDA.

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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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 <u>6</u>%. 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 <u>6</u>%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Employer:	Sheet Metal Engineering
	219 New York Ave
	Des Moines, IA 50313

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

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his

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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	Sheet Metal Engineering
Community Gollege	Besiness
Gal	
Authorized Signature	Authorized Signature
Jue Puel, Board Presiden	Jeff Lindell
Type Name and Title	Type Name and Title
	lindell@smemech.com
	Email Address
2006 South Ankeny Blvd.	219 New York Ave
Ankeny, IA 50023	Des Moines, IA 50313
Address	Address
5/12/14	4/7/14
	Date

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IOWA JOBS TRAINING PROGRAM

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RETRAINING PROJECT

TRAINING PLAN

for

Sheet Metal Engineering, Inc. Project #2

January 23, 2014

Training Plan and Budget For 260F Project

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

I.	Job Skill Training	\$24,650	\$18,552
	Lean Initatives – Sheet Metal Engineering will be	-	
	Implementing lean and continuous improvement		
	Concepts which could include but is not limited to:		
	Kaizen, 5S, and other coursework		

Other Job Skill training – Sheet Metal will also be training employees in Backflow Prevention which is a mandated safety training, welding, and office computer skills Such as word, access, and excel.

II.Management/Supervisory Skills5,0002,000

Along with the continuous improvement curriculum, there will be some supervisory leadership development training that will take place

III. Materials and Supplies

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IV. Administrative Costs

\$ 4,448 \$4,448

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

Total \$34,098 \$25,000

Cost

260F Cost

The training began 1/24/14 with completion anticipated by 1/24/16. 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 ____unduplicated employees and will show, at the completion of the contract, \$9,098 in-kind cash match. This match will be linked to the training as outlined in this plan.

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SECTION 6. TRAINING PLAN

I. Training start date.

1/23/14

II. Training end date. <u>1/23/16</u> <u>Note</u>- Training plans can be written for a maximum of two years

III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.

TRAINING ACTIVTIES TO BE PROVIDED

10

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. <u>Do not include employee wages</u>. Attach a detailed description for each training activity.

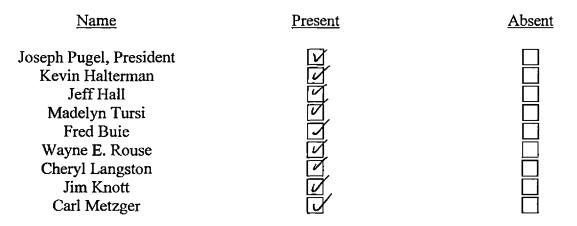
Training Activity	Training Cost	# To be Trained	Position Title	Average Wage
Lean initatives – Kaizen, 5S	10,000	10	Service Managers Shop Manager Project Managers	33.39 34.39 34.39
Job Skill – Backflow prevention, welding, computer skills – excel, word,	14,650	8	Foremen Journeymen Accountant Pre-Apprentice	31.39 30.39 17.50 12.00
Supervisory Leadership coursework	5,000	1	Supervisors	40.00
Total Training Cost	29,650			

In-Kind Match				
Value of Wages & Benefits	10,000			
Value of Facilities				
Value of Equipment:				
ue of Supplies				

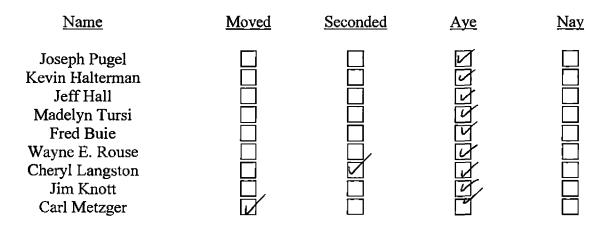
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Carroll, Iowa May 12, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning a Retraining Agreement among the College, Kirkwood Community College, and a consortium of companies referred to as the Sheet Metal Workers Business Network. 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 among the College, Kirkwood Community College, and the Sheet Metal Workers Business Network." 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:



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

* * * * *

ha 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 AMONG THE COLLEGE, KIRKWOOD COMMUNITY COLLEGE, AND THE SHEET METAL WORKERS BUSINESS NETWORK.

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 businesses 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 and Kirkwood Community College ("Kirkwood") have undertaken negotiations with respect to a Jobs Training Program with a consortium of nine companies (together, the "Consortium"), referred to as the Sheet Metal Workers Business Network, 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 Consortium, which Project will be beneficial to the Consortium and the College; and

WHEREAS, the Project for the Consortium has been approved for funding from the Iowa Economic Development Authority (the "Authority"); and

WHEREAS, the College and Kirkwood have 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 \$75,061; 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 and Kirkwood under the terms of which the College and Kirkwood agree, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Consortium;

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.

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

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

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

Passed and approved this 12th day of May, 2014.

President of the Board of Directors

ATTEST:

of the Board of Directors

STATE OF IOWA

)) ss

COUNTY OF CARROLL)

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

SECREPARY OF THE BOARD OF DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) COMMUNITY COLLEGE CONSORTIUM/BUSINESS NETWORK TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of $f^{2}(\Delta \gamma)$)2, $2^{O/4}$ between <u>Des Moines Area Community College, Kirkwood Community College</u>, <u>Des Moines, Cedar Rapids</u>, (the "Community College" and its location), and the following employers and their locations: Air-Con Mechanical Corporation – Des Moines Baker Group – Des Moines Climate Engineers – Cedar Rapids Corn States Metal Fabricators – West Des Moines D & S Sheetmetal, Inc. – Cedar Rapids Ladco, Inc. – Cedar Rapids Modern Sheet Metal – Cedar Rapids SME Mechanical – Des Moines The Waldiner Corporation – Des Moines

is entered into under the following circumstances:

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

B. The Community College and the Employers 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 Employers.

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

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ARTICLE I REPRESENTATIONS

Section 1.1. <u>Representations of the Community College</u>. 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;

© 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. <u>Representations and Covenants of each Employer</u>. Each 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 will all local, state, and federal affirmative action requirements.

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ARTICLE II

PROJECT; PROGRAM SERVICES; PROJECT EVALUATION; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. The Employers 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 each Employer, has the authority to modify all provisions of this Contract except modifications which result in a reduction of the number of

employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

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

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. Each 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. Each 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. Each 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. <u>Events of Default</u>. Each of the following shall be an "event of default". If a default occurs which results in a financial penalty, the penalty shall be levied against the business(s) which is "in default". The penalty shall be based on the business's share of the project award, with each business' share determined by the ratio of the business' employees to be trained compared to the total number of employees to be trained.

(A) The business fails to complete the training project within the agreed period of time as specified in the training Contract. Such 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 the training Contract. Such 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 penalties shall apply.

(D) The business fails to comply with any requirements contained in the training agreement. 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 or the department.

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

(H) The 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 in behalf of 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 Employer shall immediately pay to the Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

Section 6.7. In the event any agreement contained in this Contract should be breached by any party and thereafter waived by the other parties, 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 Iowa 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.

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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:

Employer:

Employer:

Employer:

Employer:

Employer:

Employer:



Each 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, each 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.

7

IN WITNESS WHEREOF, each Employer has caused this Contract to be duly executed all as of the date hereinabove written.

Business Air Con Mechanical Jim Shaffer President

3121 SE 14th St., Des Moines, IA 50320

Date 3/28/14

Business **Climate Engineers**

Ent EYik Lewis

883 Shaver Rd. NE, Cedar Rapids, IA 52406

Date

Business D & S Sheetmetal, Inc

inhe cn

Mark DeRycke

5805 Locust Rd. SW, Cedar Rapids, IA 52404

Date

Business Baker Group

Tou their

-Shene Brandon. Tom WENGERT Sheet Metal Field OPS

4224 Hubbell Ave, Des Moines, IA 50317

Date

Business Corn States Metal Fabricators

2 M

Mitch Golay Vice President

1323 Maple St., West Des Moines, IA 50265

Date

Business Ladco, Inc Buce O. Hamilton

Bruce Hamilton Vice-president

1035 Rockford Rd. SW, Cedar Rapids, IA 52404

Date

Business Modern Sheet Metal

milple

Mike Peiffer

.

Business SME Meehanical ParyAnti SEFFLINGELL Project Manager Curren man

219 New York Ave. Des Moines, 1A 50313

1919 Dodge Rd., Cedar Rapids, IA 52402

Date

Date

Business The Waldinger Corporation

hraō **General Superintendent**

3/27/2014

2601 Bell Ave. Des Moines, IA 50321

IN WITNESS WHEREOF, the Community College has caused this Contract to be duly executed all as

9

of the date hereinabove written.

•

Community College Kirkwood Community College Authorized Signature Metz, Operations Coordinator Type Name And Title Doris

3375 Armar Drive Marion ZA 52302

Address

4-3-14 Date

Community College Des Mojnes Area Community College tel 1 re Authorized Signature

Kevin Halfermon, Board Vice President

Address

Date

5/12/14

IOWA JOBS TRAINING PROGRAM

RETRAINING PROJECT

TRAINING PLAN

. for

Sheet Metal Workers Business Network Project #1

January 23, 2014

\$27.00
Is Heatlh Insurance Provided:
true

Advanced Manufacturing Refresh

Refresh

Section 6. SHARED TRAINING NEED

Describe the training in detail that is needed by all of the participating businesses:

The Sheet Metal Workers Training Centers in Cedar Rapids and Des Moines plan to train journeyment welders in each region to be profiecient in TIG, or Gas Tungsten Arc Welding. This advanced training is currently not part of our apprenticeship training. The demand for refined welding techniques has increased in response to design and engineering standards. This is a rare skill, and implementing this training will make contractors more efficient and more technologically advanced while equippin the individual with a portable skill that is coveted all across the welding and metal industries. Additionally, this training will help ensure owners and users of the end product that the welds have been performed according to the design standards. Gas tungsten arc welding requires more training tim, manual dextenty, and welder coordination than does SMAW or GMAW. The equipment needed for this training is portable, and is applicable to most metals in a wide range of thickness and in all welding positions. Sound arc welds can be produced with the GTAW process when proper procedures are used. The process can be used to weld all types of joint geometries and overlays in plate, sheet, pipe, tubing, and other structural shapes. it is particularly appropriate for welding sections less than 3/8 in. (10 mm) thick and also 1 to 6 in (25.4 to 152.4 mm) diameter pipe. Thicker sections can be welded but economics generally indicate the choice of a consumable electrode process. Gas tungsten arc welding is generally more expensive than SMAW due to the cost of the inert gas, and is only 10 to 20 percent as fast as GMAW. However, GTAW will provide the highest quality root pass, while accommodating a wider range of thicknesses, positions, and geometries than either SMAW or GMAW.

Section 7. TRAINING PLAN

I. Training Start Date:			1/23/2014
11. Training End Date:			6/30/2015
	-		

III. TOTAL UNDUPLICATED number of employees to be trained: 40

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.

Attach a detailed description for each training activity.

Training Activity		Training Cost	Description		
Job Skills Training Welding		s Training Welding \$21,200.00		TIG welding and grinding and Polishing curriculum development, train the trainer	
Title	Wage	# To be Trained			
Welder	\$29.00	37			
Senior Welder Retresh	\$35.00	3			
	Equipment		\$66,000.00	TIG welders for training, finishing equipment, materials	
			Total Training Cost: \$87,200.00	• • • • • • • • • • • • • • • • • • • •	

Refresh

No

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?

Total Training Cost	\$ 87,200.00
Admin % Rate	15%
Administration Cost	\$ 13,080.00
Total Project Cost (training cost + administration cost)	\$ 100,280.00
Cash Match % Rate	25.149 %
Amount of Business Cash Match	\$ 25,219.00

EDA Award An WTED Funded

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EDA Award Amount
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No

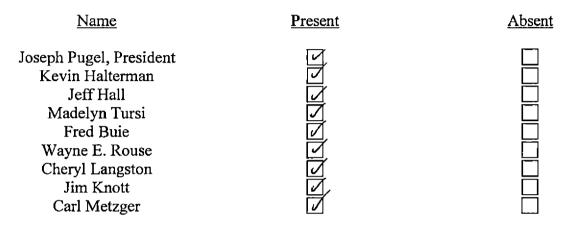
\$ 75,061.00

Section 8. ANTICIPATED TRAINING OUTCOMES FOR EACH PARTICIPATING BUSINESS

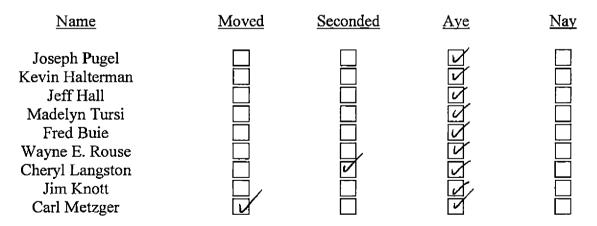
INCREASE WORKER PRODUCTIVITY (please select those that	you want to measure)	
	0	0	0
Decrease worker absenteeism			
	%	%	%
	٥	O	0
Decrease worker turnover rate			
	%	%	%
	20	40	0
 Increased equipment utilization 	·,	러	
	%	%	%
	\$0.00	\$0,00	\$0.00
Reduced overtime			
	S	\$	5
	0	0	ō
Decreased downtime			
, , , , , , , , , , , , , , , , , , ,	hrs	hrs	hrs
	0	0	0
Reduced material handling	-	-	v
. Reduced material nandling	hrs	hee	har
	10.5	hrs	hrs
Other			
I. IMPROVE SAFETY (please select those that	t you want to measure!		
	0	0	٥
Decrease on-the-job injuries	•		
	#	#	#
	0	0	0
Decrease workers compensation claims	-	-	J
Decrease workers compensation claims	#	#	#
	Π	*	#
Other			
II. INCREASE SALES (please select those that	t you want to measure!		
	0	0	0
Increase number of new customers			
	#	#	#
	0	ü	Ő
Increase number of repeat customers	-	-	-
marcase number of repeat customers	#	#	4
	# 0	# 0	#
Delived warmen bi	U	5	0
Reduced warranty claims	4	ш	
	#	#	#
	0	0	0
Increase % of sales	-		
	%	%	%
	0	0	0
Improved customer survey ratings	•	-	
· · · ·	%	%	%
	0	O	0
Improve on time delivery			
	%	%	%
Other			
Other	- · ·		
V. PRODUCTVITY IMPROVEMENTS (plea			
	20	40	0
Increase capacity of machines			
	%	%	%
	0	0	0
Decrease scrap costs			
-	%	%	%
	0	0	0
Decrease defects & rejects	11		

Carroll, Iowa May 12, 2014

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of May, 2014, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:



Matters were discussed concerning a Retraining Agreement between the College and Statistics & Control, 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 Statistics & Control, 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:



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 STATISTICS & CONTROL, 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 Statistics & Control, 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.

<u>Section 2</u>. That the form of resolution required by the Iowa Economic Development Authority (the "Authority") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Authority. <u>Section 3</u>. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 12th day of May, 2014.

5.m

President of the Board of Directors

ATTEST:

Julia

Secretary of the Board of Directors

STATE OF IOWA

)) ss

COUNTY OF CARROLL)

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 May 12, 2014, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of May, 2014.

n Julon

SECRETARY OF THE BOARD OF DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of <u>May 12, 2014</u>, between <u>Des Moines Area Community College</u>, <u>Ankeny, Iowa</u>, (the "Community College" and its location), and Statistics & Control, Inc., <u>West Des Moines, Iowa</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. <u>Representations and Covenants of the Employer</u>. The Employer represents and covenants that:

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in 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

Bection 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 ind 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 \$25,000.00, 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 ligned copy of the modification must be sent to IEDA.

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI EVENTS OF DEFAULT

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

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or IEDA.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.
- Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

bection 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:	Statistics and Controls, Inc.,
	· 4401 Westown Parkway
	West Des Moines, IA 50266

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

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

260F Training Contract.doc

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.

Statistics and Controls, Inc.
Business
Alar
Authorized Signature
Boris Pusin, VP
Type Name and Title
bpusin@stctrl.com
Email Address
4401 Westown Parkway
West Des Moines, IA 50266
Address
4/16/2014
Date

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

260F Training Contract.doc

IOWA JOBS TRAINING PROGRAM

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RETRAINING PROJECT

TRAINING PLAN

for

Statistics & Control, Inc. Project #3

February 3, 2014

l. Training Start Date:	2/3/2014 Open the calendar
II. Training End Date:	2/3/2016 Open the calendar
	 Note - Training plans can be written for maximum of two years
III. TOTAL UNDUPLICATED number of employed the trained:	oyees to 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.

Attach a detailed description for each training activity.

Add Training Activity

Training Activity	Training Cost	Description	Commands
	Total Training Cost: \$29,650.00		
Yokogawa Centum VP	\$7,800.00	Yokogawa Centum VP CENTUM VP Special (Accelerated) Engineering CENTUM VP Engineering CENTUM VP Graphics • The first course consists of lectures, demonstrations, laboratory exercises, and question and answer sessions designed to educate the student in the operation and control loop configuration of the CENTUM VP system in an accelerated manner.• The second course consists of lectures, demonstrations, laboratory exercises, and question and answer sessions designed to educate the student in the system configuration, HIS and FCS builders, regulatory and calculation functions, control programs, graphics and advanced function blocks.• The third course consists of lectures, demonstrations, laboratory exercises, and question and answer sessions designed to familiarize the student with the features, operation, and configuration of graphics using the Graphic Builder.	<u>EditDelete</u>
Add Participa	nt		1
Title	Average	Hourly Wage # To be Trained Commands	

Group Mar	ager	\$37.50	2				
Project Ma	nager	\$38.46		1	EditDelete	<u>e</u>	
Systems E	ngineer	\$30.90		1	EditDelete	<u>e</u>	
Refresh		ļ		<u> </u>	<u>_</u>		
Emerson DeltaV	\$9,17	'5.00	DeltaV Adv designed for responsible maintaining system. • T engineers r	anced Graphi or process & p for obtaining , configuring he third cours esponsible fo	DeltaV Impleme ics: • The first two process control e key production and troubleshoo se is for process or configuring adv V user interface.	o courses are ngineers data, ting a DeltaV control vanced	<u>EditDele</u>
Title Group Mar		Verag e H \$37.50	ourly Wage	# To be Train 1	ed Commands		
1	nager	\$38.46		1	EditDelete		
Project Ma							
Project Ma <u>Refresh</u>							

	develop E>	operion PKS o	e participants will learr lisplay design guideline the HMIWeb Display I	es and
Add Participant	<u>_</u>			I
Title	Average Hourly Wag	e#To be Tra	ained Commands	
Group Manager	\$37.50	1	EditDelete	
Project Manager	\$38.46	1	EditDelete	
Systems Engineer	\$30.90	1	EditDelete	
<u>keiresn</u>				
n-Kind Match	\$10,672.00			
n-Kind Match				
<u>n-Kind Match</u> Value of Wages & Benefi	ts 📗			
<u>Refresh</u>	\$0.00			

£

<u> </u>	0.00	
Other	\$0.00	
Total In-Kind Match	\$ 10,672.00	

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PROJECT COSTS AND AWARD AMOUNT

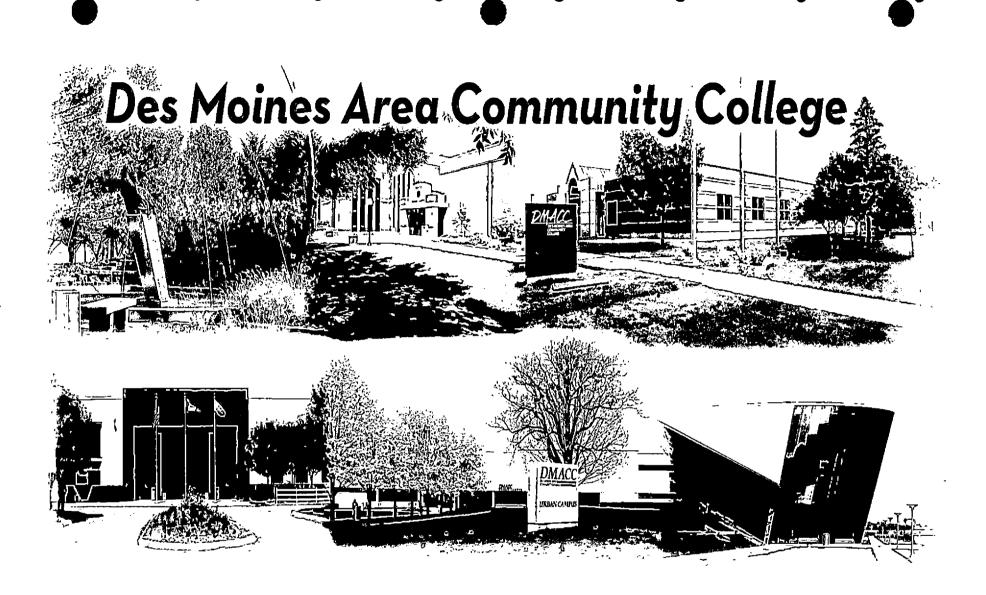
For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds include employee wages paid by the business during the training period, the value of business-provided facilities and equipment used for training, or the value of any other resources provided 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	\$ 29,650.00
Admin % Rate	15.000 % 15
Administration Cost	\$ ^{4,448.00}
Total Project Cost (training cost + administration cost)	\$ 34,098.00
Cash Match % Rate	26.681 % 26.681
Amount of Business Cash Match	\$.098.00

EDA Award Amount (Maximum award is \$50,000)	\$ 25,000.00
WTED Funded	Yes No
	eeds the training identified in the training plan.
	rill contribute to the continued existence of the business. solutions on the latest hardware and softwar
Continually providing S&C proprietary	

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FINANCIAL STATEMENTS FOR APRIL 30, 2014 AND THE TEN MONTHS THEN ENDED

DMACC Fund Descriptions

Fund 1 - General Unrestricted Fund

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

Fund 2 - General Restricted Fund

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

Fund 3 – Auxiliary Fund

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

Fund 4 – Agency Fund

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

Fund 5 - Scholarship Fund

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

Fund 6 - Loan Fund

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

Fund 7 – Plant Fund

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

DES MOINES AREA COMMUNITY COLLEGE MONTHLY FINANCIAL REPORT TABLE OF CONTENTS

FINANCIAL STATEMENTS & ATTACHMENTS:

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

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

Ben Voaklander, Controller

Des Moines Area Community College Balance Sheet April 30, 2014

ASSETS		Unrestricted General Fund 1	Restricted Scholar- General Auxiliary Agency ship Loan Fund 2 Fund 3 Fund 4 Fund 5 Fund 6		Loan Fund 6			Total					
Current Assets:													
Cash in Banks and Investments Accounts Receivable Student Loans	\$	15,765,020 17,262,039	\$	52,310,716 52,758,891	\$	6,790,463 106,067	\$ 1,802,861 42,846 -	\$ 44,300 - -	\$	(24,196) - 153,651	\$	(3,231,573) 886,106 -	\$73,457,591 71,055,949 153.651
Deposits & Prepaid Expenses Inventories		66,034 28,161		-		- 279,682	-	-		-		25,000	91,034 307,843
Total Current Assets		33,121,254		105,069,607		7,176,212	1,845,707	44,300		129,455		(2,320,467)	145,066,068
Fixed Assets: Land, Buildings & Improvements		-				-	-	-		_		146,773,854	146,773,854
Equipment, Leased Prop, Books & Films Less accumulated depreciation					_	-		 - 				16,482,588 (63,519,441)	16,482,588 (63,519,441)
Total Fixed Assets		-		-		-	-	-		-		99,737,001	99,737,001
TOTAL ASSETS	\$	33,121,254	\$	105,069,607	\$	7,176,212	\$ 1,845,707	\$ 44,300	\$	129,455	\$	97,416,534	\$ 244,803,069
LIABILITIES AND FUND BALANCES	_												
Liabilities:													
Current Liabilities Long Term Liabilities Deferred Revenue Deposits Held in Custody for Others	\$	4,815,670 1,510,127 16,042,234 14,460	\$	9,192,043 69,932,589 26,880,646	\$	233,853 3,372,637 -	\$ 8,980 1,500 - 1,835,227	\$ -	\$		\$	73,218 2,118,410 700,000	\$ 14,323,764 76,935,263 43,622,880 1,849,687
Total Liabilities		22,382,491		106,005,278		3,606,490	1,845,707	 		-		2,891,628	136,731,594
Fund Balance: Unrestricted Restricted-Specific Purposes		10,738,763 -		(935,671)		3,569,722 -	-	- 44,300		- 129,455		- 7,590,085	14,308,485 6,828,169
Net Investment in Plant Total Fund Balance		-		-		-	<u> </u>	 		400 455		86,934,821	86,934,821
		10,738,763		(935,671)		3,569,722	-	44,300		129,455		94,524,906	108,071,475
TOTAL LIABILITIES & FUND BAL	_\$	33,121,254	\$	105,069,607	\$	7,176,212	\$ 1,845,707	\$ 44,300	\$	129,455	\$	97,416,534	\$ 244,803,069

Des Moines Area Community College Statement of Revenue, Expenditures and Changes in Fund Balances For the Ten Months Ended April 30, 2014

	Unrestricted <u>Fund 1</u>	ĺ	Restricted Fund 2		Auxiliary <u>Fund 3</u>		Agency Fund 4		Scholarship Fund 5		Loan Fund 6		Plant Fund 7		Total
Revenue:	<u> </u>						<u>,</u>								1010
Tuition and Fees	\$ 47,168,058	\$	404,557	\$	284,011	\$	373,216	S	\$ -	\$	-	\$	550	\$	48,230,392
Local Support (Property Taxes)	5,976,284	ļ,	9,410,164		-	•	-		· –	,	-	•	5,975,308	•	21,361,756
State Support	26,918,634	ł	6,064,448		500		69,634		-		-		1,286,106		34,339,322
Federal Support	1,511,704	ļ	5,215,796		70,136		98,276		24,089,407		-		-		30,985,319
Sales and Services	684,736	5	4,007		2,105,928		63,460		-		-		23,118		2,881,249
Training Revenue / Fund 1 ACE	2,656,110)	9,334,331		-		-		-		-		-		11,990,441
Other Income	1,350,131		4,315,192		662,627		1,202,184		2,077	_	-		619,802		8,152,013
Total Revenue	86,265,657		34,748,495		3,123,202		1,806,770	-	24,091,484				7,904,884		157,940,492
Transfers In - General	725,796		1,624,392		218,215		169,892		280,600		5,000		5,646,499		8,670,394
Total Revenue and Transfers In	\$ 86,991,453	\$	36,372,887	\$	3,341,417	\$	1,976,662	5	\$ 24,372,084	\$	5,000	\$	13,551,383	\$	166,610,886
				_				-						_	
Expenditures:															
Instruction	\$ 46,545,663	\$	14,616,957	\$	-	\$	-	9	\$-	\$	-	\$	-	\$	61,162,620
Academic Support	9,449,123		76,459		-		-		-		-		-		9,525,582
Student Services	7,864,628		1,251,966		-		-		~		-		-		9,116,594
Instructional Support	11,335,775		9,620,773		-		-		-		-		-		20,956,548
Operation and Maintenance of Plant	6,214,926		7,546,432		-		-		-		-		-		13,761,358
Auxiliary Enterprise Expenditures	-		-		3,200,627		-		-		-		-		3,200,627
Scholarship Expense	-		-		-		-		24,501,986				-		24,501,986
Loan Fund Expense	-		-		-		-		-		(2,370)		-		(2,370)
Plant Fund Expense	-		-		-		-		-		-		12,734,142		12,734,142
Agency Fund Expense				_			1,628,617	-	<u> </u>			_	-	_	1,628,617
Total Expenditures	81,410,115		33,112,587		3,200,627		1,628,617		24,501,986		(2,370)		12,734,142		156,585,704
Transfers Out - General	5,184,005		2,903,315		367,940		207,650	-	7,484		<u> </u>	_	<u> </u>		8,670,394
Total Expenditures and Transfers Out	86,594,120		36,015,902		3,568,567		1,836,267	-	24,509,470		(2,370)		12,734,142	_	165,256,098
Not Increase (Decrease) for the Deried	207 222		256 095		(007 450)		140 205		(427.000)		7 070		047.044		4 05 4 700
Net Increase (Decrease) for the Period	397,333		356,985		(227,150)		140,395		(137,386)		7,370		817,241		1,354,788
Fund Balance at Beginning of Year	10,341,430		(1,292,656)		3,796,872		1,134,198	_	181,686		122,085		93,707,665		107,991,280
Fund Balance at End of Period	\$ 10,738,763	\$	(935,671)	\$	3,569,722	\$	1,274,593	\$	44,300	\$	129,455	\$	94,524,906	\$	109,346,068

DES MOINES AREA COMMUNITY COLLEGE INVESTMENT RECAP April 30, 2014

Bank Amount Rate Maturity Bankers Trust \$ 13,805,708 0.37% Money Market Various Checking Accounts \$ 14,104,805 Money Market Money Market Wells Fargo Bank - Ankeny \$ 14,104,805 Money Market Money Market Bank Purchase Date Amount Maturity Money Market Bank of the West \$ 14,104,805 Money Market Money Market West Bank \$ 2,258,121 0.24% Checking Accounts West Bank \$ 2,269,121 0.24% Investment Account West Bank \$ 2,200,000 0.45% myestment Account West Bank \$ 2,200,000 0.45% myestment Account Sub Total \$ 17,801,440 Term Months Bankers Trust - Cedar Rapids December 12,2011 \$ 130,000 0.35% November 15, 2014 18.3 Bankers Trust - Cedar Rapids December 19,2013 \$ 2,600,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 19,2013 \$ 2,000,000 0.41%	DEPOSITORY ACCOUNTS						
Bankers Trust - Cedar Rapids December 12, 2011 Bankers Trust - Cedar Rapids December 12, 2013 Bankers Trust - Cedar Rapids December 12, 2013 Bankers Trust - Cedar Rapids December 12, 2013 Bankers Trust - Cedar Rapids December 19, 2013 Bankers Trust - Cedar Rapids December 10, 2015 Bankers Trust - Cedar Rap				Amount	Rate	Maturity	-
Various Checking Accounts \$ 255 728 0.32% Checking Accounts Weils Fargo Bank - Ankeny \$ 43,369 0.15% Money Market Sub Total \$ 14,104,805 Money Market Money Market Bank Purchase Date Amount Rate Maturity Checking Accounts West Bank \$ 2,258,121 0.15% Unvestment Account Westment Account West Bank \$ 2,000,000 0.45% 9/28/2014 Investment Account West Bank \$ 2,000,000 0.45% 9/28/2014 Investment Account West Bank \$ 2,000,000 0.45% November 15, 2014 29.9 Bankers Trust - Cedar Rapids December 12, 2011 \$ 130,000 0.35% November 15, 2014 29.9 Bankers Trust - Cedar Rapids May 15, 2013 \$ 1,000,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 12, 2011 \$ 18.3 50,000 0.57% May 12, 2015 17.2 Federal National Mortgage Gold Pool August 30, 2011 \$ 98<			\$				
Sub Total \$ 14,104,805 DMACC INVESTMENTS Purchase Date Amount Rate Maturity Bank of the West \$ 2,258,121 0.20% Checking Accounts West Bank \$ 2,258,121 0.20% Checking Accounts West Bank \$ 2,268,121 0.20% Checking Accounts West Bank \$ 2,000,000 0.45% 9/28/2014 West Bank \$ 2,000,000 0.45% 9/28/2014 West Bank \$ 130,000 0.45% 9/28/2014 West Bank \$ 17,801,440 Investment Account Term Bankers Trust - Cedar Rapids December 12,2011 \$ 130,000 0.35% November 15,2014 18.3 Bankers Trust - Cedar Rapids May 15,2013 \$ 3,000,000 0.55% May 19,2015 17.2 Federal Home Loan Mortgage Association August 30,2011 \$ 9.8 5.05% July 1,2014 34.5 Great Western Bank October 24, 2012 \$	Various Checking Accounts		\$				
DMACC INVESTMENTSBank of the WestPurchase DateAmountRateMaturityBank of the West\$13,070,9820.24%Checking AccountsWest Bank\$2,258,1210.20%investment AccountWest Bank\$2,200,0000.45%9/28/2014West Bank\$17,801,4400.15%investment AccountSub Total\$17,801,4400.15%investment AccountBankers Trust - Cedar RapidsDecember 12,2011\$130,0000.35%November 15,201418.3Bankers Trust - Cedar RapidsMay 15,2013\$3,000,0000.35%November 15,201418.3Bankers Trust - Cedar RapidsDecember 19,2013\$2,500,0000.41%May 15,201524.3Bankers Trust - Cedar RapidsDecember 19,2013\$2,500,0000.57%May 19,201517.2Federal Home Loan Mortgage Gold PoolAugust 30,2011\$985.05%July 1,201434.5Federal National Mortgage AssociationAugust 17,2011\$15.05%April 25,201769.3Great Western BankOctober 24, 2012\$1,20,0000.63%May 29,201423.3Great Western BankOctober 24, 2012\$1,20,0000.60%April 24, 201530.4Great Western BankOctober 24, 2012\$2,170,0000.60%April 24, 201530.4Great Western BankOctober 24, 2012\$2,18,0000.60%April 24, 2015 <td>Wells Fargo Bank - Ankeny</td> <td></td> <td></td> <td>43,369</td> <td>0.15%</td> <td>Money Market</td> <td></td>	Wells Fargo Bank - Ankeny			43,369	0.15%	Money Market	
Bank Purchase Date Amount Rate Maturity Bank of the West \$ 13,070,982 0.24% Checking Accounts West Bank \$ 2,258,121 0.20% Investment Account West Bank \$ 2,268,121 0.20% Investment Account West Bank \$ 472,337 0.15% Investment Account Sub Total \$ 17,801,440 Investment Account Months Bankers Trust - Cedar Rapids May 15, 2013 \$ 130,000 0.35% November 15, 2014 18.3 Bankers Trust - Cedar Rapids May 15, 2013 \$ 1,000,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 19, 2013 \$ 2,500,000 0.57% May 19, 2015 17.2 Federal Home Loan Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 30, 2011 \$ 98 </td <td>Sub Total</td> <td></td> <td>\$</td> <td>14,104,805</td> <td></td> <td></td> <td></td>	Sub Total		\$	14,104,805			
Bank of the West \$ 13,070,982 0.24% Checking Accounts West Bank \$ 2,000,000 0.45% 9728/2014 West Bank \$ 17,801,440 Investment Account Sub Total \$ 17,801,440 Investment Account Bankers Trust - Cedar Rapids December 12,2011 \$ 130,000 0.45% November 15,2014 Bankers Trust - Cedar Rapids May 15, 2013 \$ 3,000,000 0.35% November 15, 2014 18.3 Bankers Trust - Cedar Rapids May 15, 2013 \$ 1,000,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 19, 2013 \$ 2,500,000 0.57% May 19, 2015 17.2 Federal Home Lean Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank October 24, 2012 \$ 120,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 120,000 0.66% April 24, 2015 30.4 Great Western Bank October 24, 2012 <td< td=""><td>DMACC INVESTMENTS</td><td></td><td></td><td></td><td></td><td></td><td>(</td></td<>	DMACC INVESTMENTS						(
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Bankers Trust - Cedar Rapids December 12, 2011 \$ 130,000 1.00% May 26, 2014 29.9 Bankers Trust - Cedar Rapids May 15, 2013 \$ 3,000,000 0.35% November 15, 2014 18.3 Bankers Trust - Cedar Rapids May 15, 2013 \$ 1,000,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 19, 2013 \$ 2,500,000 0.57% May 19, 2015 17.2 Federal Home Loan Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank June 29, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.66% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 200,000 0.66% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 200,000 0.66% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 200,000 0.66% April 25, 2016 42.6<							
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Bankers Trust - Cedar Rapids May 15, 2013 \$ 1,000,000 0.41% May 15, 2015 24.3 Bankers Trust - Cedar Rapids December 19, 2013 \$ 2,500,000 0.57% May 19, 2015 17.2 Federal Home Loan Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank June 29, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 120,000 0.66% April 24, 2014 24.3 Great Western Bank October 24, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 120,000 0.66% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 280,000 0.75% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 280,000 0.75% April 25, 2016 42.6 Wells Fargo - Ankeny February 20, 2013 \$ 2,175,000 0.30% February 20, 2015 24.3	Bankers Trust - Cedar Rapids	•	•		0.35%	• •	
Bankers Trust - Cedar Rapids December 19, 2013 \$ 2,500,000 0.57% May 19, 2015 17.2 Federal Home Loan Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank June 29, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 120,000 0.35% October 24, 2014 24.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.60% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 2,175,000 0.60% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 280,000 0.75% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 2,175,000 0.30% February 20, 2015 36.6 Great Western Bank October 24, 2012 \$ 2,175,000 0.30% February 20, 2015 24.3 Wells Fargo - Ankeny February 20, 2013 \$ 1,182 0.15% Money Market 24.3 <td>Bankers Trust - Cedar Rapids</td> <td></td> <td></td> <td></td> <td>0.41%</td> <td>•</td> <td>24.3</td>	Bankers Trust - Cedar Rapids				0.41%	•	24.3
Federal Home Loan Mortgage Gold Pool August 30, 2011 \$ 98 5.05% July 1, 2014 34.5 Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank June 29, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.63% May 29, 2014 24.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.66% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 90,000 0.60% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 90,000 0.60% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 280,000 0.75% April 25, 2016 42.6 Great Western Bank October 24, 2012 \$ 21,75,000 0.30% February 20, 2015 24.3 Bankers Trust - Des Moines Money Market \$ 19,992,605 0.28% Money Market \$ 1,162 0.01% Money Market	Bankers Trust - Cedar Rapids	December 19, 2013	\$		0.57%		17.2
Federal National Mortgage Association August 17, 2011 \$ 1 5.05% April 25, 2017 69.3 Great Western Bank June 29, 2012 \$ 1,410,000 0.63% May 29, 2014 23.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.63% May 29, 2014 24.3 Great Western Bank October 24, 2012 \$ 1,200,000 0.60% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 1,200,000 0.60% October 26, 2015 36.6 Great Western Bank October 24, 2012 280,000 0.75% April 25, 2016 42.6 Weils Fargo - Ankeny Bankers Trust - Des Moines Money Market \$ 1,182 0.01% Money Market 3,117 Investments 41,551,347 Grand Total of Investments \$ 73,457,591 \$ 73,457,591 	Federal Home Loan Mortgage Gold Pool	August 30, 2011	\$		5.05%	-	34.5
Great Western BankOctober 24, 2012\$120,0000.35%October 24, 201424.3Great Western BankOctober 24, 2012\$1,200,0000.60%April 24, 201530.4Great Western BankOctober 24, 2012\$90,0000.60%October 26, 201536.6Great Western BankOctober 24, 2012\$90,0000.60%October 26, 201536.6Great Western BankOctober 24, 2012\$280,0000.75%April 25, 201642.6Wells Fargo - AnkenyFebruary 20, 2013\$2,175,0000.30%February 20, 201524.3Bankers Trust - Des Moines Money Market\$19,992,6050.28%Money MarketWells Fargo - Ankeny Money Market\$9,652,4610.15%Money MarketISJIT INVESTMENTS\$1,1820.01%Money MarketISJIT Investments\$41,551,347Grand Total of Investments\$73,457,591		August 17, 2011	\$	1	5.05%	April 25, 2017	69.3
Great Western Bank October 24, 2012 \$ 1,200,000 0.60% April 24, 2015 30.4 Great Western Bank October 24, 2012 \$ 90,000 0.60% October 26, 2015 36.6 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 Wells Fargo - Ankeny February 20, 2013 \$ 2,175,000 0.30% February 20, 2015 24.3 Bankers Trust - Des Moines Money Market \$ 19,992,605 0.28% Money Market 24.3 Wells Fargo - Ankeny Money Market \$ 1,182 0.01% Money Market 24.3 ISJIT INVESTMENTS \$ 1,182 0.01% Money Market 41,551,347 Grand Total of Investments \$ 73,457,591 \$ 73,457,591 \$	Great Western Bank	June 29, 2012	\$	1,410,000	0.63%	May 29, 2014	23.3
Great Western BankOctober 24, 2012\$90,0000.60%October 26, 201536.6Great Western BankOctober 24, 2012\$280,0000.75%April 25, 201642.6Wells Fargo - AnkenyFebruary 20, 2013\$2,175,0000.30%February 20, 201524.3Bankers Trust - Des Moines Money Market\$19,992,6050.28%Money MarketWells Fargo - Ankeny Money Market\$9,652,4610.15%Money MarketISJIT Diversified Fund\$1,1820.01%Money MarketISJIT INVESTMENTS\$41,551,347Grand Total of Investments\$73,457,591	Great Western Bank	October 24, 2012	\$	120,000	0.35%	October 24, 2014	24.3
Great Western Bank October 24, 2012 \$ 280,000 0.75% April 25, 2016 42.6 Wells Fargo - Ankeny February 20, 2013 \$ 2,175,000 0.30% February 20, 2015 24.3 Bankers Trust - Des Moines Money Market \$ 19,992,605 0.28% Money Market 24.3 Wells Fargo - Ankeny Money Market \$ 9,652,461 0.15% Money Market 24.3 Use Struct \$ 19,992,605 0.28% Money Market 24.3 0.01% ISJIT Diversified Fund \$ 1,182 0.01% Money Market 41,551,347 Grand Total of Investments \$ 73,457,591 5 5	Great Western Bank	October 24, 2012	\$	1,200,000	0.60%	April 24, 2015	30.4
Wells Fargo - Ankeny February 20, 2013 \$ 2,175,000 0.30% February 20, 2015 24.3 Bankers Trust - Des Moines Money Market \$ 19,992,605 0.28% Money Market 24.3 Wells Fargo - Ankeny Money Market \$ 9,652,461 0.15% Money Market 24.3 ISJIT Diversified Fund \$ 1,182 0.01% Money Market ISJIT INVESTMENTS \$ 41,551,347 Grand Total of Investments \$ 73,457,591	Great Western Bank	October 24, 2012	\$	90,000	0.60%	October 26, 2015	36.6
Bankers Trust - Des Moines Money Market \$ 19,992,605 0.28% Money Market Wells Fargo - Ankeny Money Market \$ 9,652,461 0.15% Money Market ISJIT Diversified Fund \$ 1,182 0.01% Money Market ISJIT INVESTMENTS \$ 41,551,347 Grand Total of Investments \$ 73,457,591	Great Western Bank	October 24, 2012	\$	280,000	0.75%	April 25, 2016	42.6
Wells Fargo - Ankeny Money Market \$ 9,652,461 0.15% Money Market ISJIT Diversified Fund \$ 1,182 0.01% Money Market ISJIT INVESTMENTS \$ 41,551,347 Grand Total of investments \$ 73,457,591		February 20, 2013	\$	2,175,000	0.30%	February 20, 2015	24.3
ISJIT Diversified Fund <u>§ 1,182</u> 0.01% Money Market ISJIT INVESTMENTS Total ISJIT Investments \$ 41,551,347 Grand Total of Investments <u>§ 73,457,591</u>	2					-	-
ISJIT INVESTMENTS \$ 41,551,347 Grand Total of Investments \$ 73,457,591						•	
Total ISJIT Investments \$ 41,551,347 Grand Total of Investments \$ 73,457,591			5	1,182	0.01%	Money Market	
Grand Total of Investments			•	14 EE4 047			
	total ISJIT investments		\$	41,551,347			
	Grand Total of Investments	,	\$	73,457,591			
	Grand Total Weighted Average of Investment	s	.		0.25%		

Des Moines Area Community College Fiscal Year Ending June 30, 2014 Budget Report Summary by Fund (All Funds) For the Ten Months Ended April 30, 2014

Fund Name	Fund Number	Board Approved Budget	Working Budget		Amount Received/ Expended	~	Budget ommitments	Working Budget Balance
		 Duugei	 Dudget	_	Expended	<u> </u>	onninents	
Revenue								
Unrestricted Current	1	\$ 103,313,375	\$ 106,933,275	\$	86,991,453			\$ 19,941,822
Restricted Current	2	47,762,212	63,660,715		36,372,887			27,287,828
Auxiliary	3	3,516 ,968	3,524,330		3,341,417			182,913
Agency	4	675,905	876,448		1,976,662			(1,100,214)
Scholarship	5	26,940,434	26,845,259		24,372,084			2,473,175
Loan	6	5,000	5,000		5,000			-
Plant (Note 1)	7	 9,553,975	 15,221,275	-	13,551,383			 <u>1,6</u> 69,892
Total Revenue		\$ 191,767,869	\$ 217,066,302	\$	166,610,886	:		\$ 50,455,416
Expenditures								
Unrestricted Current	1	\$ 102,628,391	\$ 106,956,677	\$	86,594,120	\$	11,975,086	\$ 8,387,471
Restricted Current	2	50,018,014	67,193,029		36,015,902		2,744,081	28,433,046
Auxiliary	3	3,872,110	3,860,246		3,568,567		468,859	(177,180)
Agency	4	666,130	1,020,245		1,836,267		146,421	(962,443)
Scholarship	5	26,960,434	26,865,259		24,509,470			2,355,789
Loan	6	5,000	5,000		(2,370)			7,370
Plant (Note 1)	7	 16,157,648	 15,744,953		12,734,142		809,052	 2,201,759
To tal Expenditures		\$ 200,307,727	\$ 221,645,409	\$	165,256,098	\$	16,143,499	\$ 40,245,812

Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

Des Moines Area Community College Revenue/Expense Comparison With Prior Year For the Ten Months Ended April 30, 2014

