

Des Moines Area Community College

Open SPACE @ DMACC

Board of Directors Meeting Minutes

11-11-2013

Board of Directors Meeting Minutes (November 11, 2013)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
November 11, 2013 – 4:00 p.m.

DMACC Southridge Center – Room 20
1111 East Army Post Road, Des Moines, Iowa

Tour at 3:00 p.m. – Meet in Room 20

AGENDA

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Board Report 13-104. Receipt of FY 2013 Audited Financial Statements.
(Denman and Company, LLP will make a presentation.)
5. Public comments.
6. Presentations: Mike Hoffman; Executive Director, Continuing Education

Kim Didier; Executive Director, DMACC Business Resources

Rick Carpenter; Director, Program Development

Randy Mead; Executive Dean, Program Development

Steve Schulz; Provost, Carroll Campus, and Rhonda Mart;
Executive Director, New Hope Village
7. Consent Items.
 - a. Consideration of minutes from October 14, 2013 Organizational and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.

8. Board Report 13-105. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreements 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 note of intention to issue not to exceed \$740,000 aggregate principal amount of New Jobs Training Certificates (**TPI Iowa, LLC Project #3**) of Des Moines Area Community College.
9. Board Report 13-106. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreements 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 note of intention to issue not to exceed \$265,000 aggregate principal amount of New Jobs Training Certificates (**Weiler, Inc. Project #3**) of Des Moines Area Community College.
10. Board Report 13-107. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Windsor Window Company Project #3**.
11. Board Report 13-108. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Capital City Fruit Co. Project #2**.
12. Board Report 13-109. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **EMCO Enterprises, Inc., a Subsidiary of Andersen Corporations, Inc. Project #7**.
13. Board Report 13-110. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Action Reprographics, Inc.**
14. Board Report 13-111. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Co-Line Welding, Inc. Project #2**.
15. Board Report 13-112. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Moehl Millwork, Inc. Project #4**.
16. Board Report 13-113. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Scranton Manufacturing Company Inc.**
17. Board Report 13-114. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Breiholz Construction Company.**

18. Presentation of Financial Report.

19. President's Report.

20. Committee Reports.

21. Board Members' Reports.

22. Information Items:

- November 28-29 – Thanksgiving Holiday – All campuses closed.
- December 3 – Ankeny Campus Fall Graduation; 6:00 p.m.
- December 4 – Carroll Campus Fall Graduation; 5:00 p.m.
- December 6 – Urban Campus Fall Graduation; 5:00 p.m.
- December 9 - President/Board Holiday Luncheon, Ankeny Campus; 11:00-1:00
- December 9 - Board Retreat; Eldon Leonard Boardroom; 12:00 p.m.
- December 9 - Board Meeting; Eldon Leonard Boardroom; 4:00 p.m.
- December 10 – Newton Campus Fall Graduation; 4:00 p.m.
- December 11 – West Campus Fall Graduation; 5:00 p.m.
- December 12 – Boone Campus Fall Graduation; 5:00 p.m.
- December 23, 2013 – January 1, 2014 – All campuses closed for holiday.

23. Adjourn.

AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT

Exhibit "A"

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, 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

11-27-13

\$61.68

Andy K. Reinert

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

[Signature]

Notary Public in and for the State of Iowa

NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (WEILER, INC. PROJECT #3) 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 \$265,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Weiler, Inc. Project #3) (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 Weiler, Inc. in Knoxville, 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
Carolyn Farlow
Secretary of the Board of Directors



AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT

Exhibit "A"

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, 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

11-27-13

7 Oct 2014

Andy K. Reinert

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

[Signature]

Notary Public in and for the State of Iowa -

NOTICE OF INTENTION TO ISSUE NEW JOBS TRAINING CERTIFICATES (TPI IOWA, LLC PROJECT #3) 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 \$740,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (TPI Iowa, LLC Project #3) (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 TPI Iowa, LLC in Newton, 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
Carolyn Farlow
Secretary of the Board of Directors

NOTARIAL SEAL
IOWA
ANDREA HOUGHTON
COMMISSION NO. 753956
MY COMMISSION EXPIRES
July 29, 2014

Board of Directors
Des Moines Area Community College

BOARD MEETING
November 11, 2013

The regular meeting of the Des Moines Area Community College Board of Directors was held at DMACC's Center for Career and Professional Development at Southridge on November 11, 2013. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Kevin Halterman, Jim Knott, Cheryl Langston, Carl Metzger, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members absent: Fred Buie, Jeff Hall.

Others present: Robert Denson, President; Joe DeHart, Board Treasurer; faculty and staff.

APPROVE AGENDA

Rouse moved; seconded by Langston to approve the agenda as presented.

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

RECEIVE AND FILE FY2013
AUDITED FINANCIAL STATEMENTS

Board Report 13-104. Dave Ellis from Denman and Company presented the FY2013 audited financial report. Tursi moved; seconded by Halterman recommending that the Board receive and file the FY2013 audit.

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Mike Hoffman, Executive Director of Continuing Education, provided an overview of DMACC's Continuing Education department followed by Pam Gaddy and Kay Maher, who presented information on our Workforce Training Academy. Sando Watson, a DMACC student, discussed her experience at the Academy.

Kim Didier, Executive Director of DMACC Business Resources, introduced the following staff members: Emily Betz, Dennis Hayworth, Cathy Spenceri, Jacki Boldt, Jeff Janes, Kelly Mitchell and Pam Akers. Didier also provided a brief update on the activities of the Business Resources division.

Rick Carpenter, Director of Program Development, introduced two students from the Visual Communications program and provided an overview of his department.

Randy Mead, Executive Dean of Program Development, and Lisa Carlson, Program Development Coordinator, presented an update on our concurrent enrollment programs and our progress on the implementation of NACEP accreditation standards.

Steve Schulz, Provost of Carroll Campus, presented information regarding a collaborative project with New Hope Village in Carroll. New Hope Village offers therapeutic, residential and vocational services for individuals with disabilities. This project is driven by New Hope's desire to address its workforce shortages and by DMACC's desire to expand its student enrollment.

CONSENT ITEMS

Langston moved; seconded by Rouse to approve the consent items: a) Minutes from the October 14, 2013 Organizational and Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1); and c) Payables (Attachment #2).

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

APPROVE NEW JOBS TRAINING AGREEMENTS

Knott moved; seconded by Tursi to approve Items #8-9 as one consent item. Motion passed on a roll call vote. Aye-Halterman, Langston, Knott, Metzger, Pugel, Rouse, Tursi. Nay-none.

TPI Iowa, LLC Project #3

Board Report 13-105. Attachment #3. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreements 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 note of intention to issue not to excel \$740,000 aggregate principal amount of New Jobs Training Certificates (**TPI Iowa, LLC Project #3**) of Des Moines Area Community College.

Weiler, Inc. Project #3

Board Report 13-106. Attachment #4. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreements 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 note of intention to issue not to excel \$265,000 aggregate principal amount of New Jobs Training Certificates (**Weiler, Inc. Project #3**) of Des Moines Area Community College.

APPROVE RETRAINING OR TRAINING AGREEMENT – 260C

Langston moved; seconded by Tursi to approve Items #10-12 as one consent item. Motion passed on a roll call vote. Aye-Halterman, Langston, Knott, Metzger, Pugel, Rouse, Tursi. Nay-none.

Windsor Window Company Project #3

Board Report 13-107. Attachment #5. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Windsor Window Company Project #3**.

Capital City Fruit Co. Project #2

Board Report 13-108. Attachment #6. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Capital City Fruit Co. Project #2**.

*EMCO Enterprises, Inc., a
Subsidiary of Andersen
Corporations, Inc. Project #7*

Board Report 13-109. Attachment #7. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **EMCO Enterprises, Inc., a Subsidiary of Andersen Corporations, Inc. Project #7**.

APPROVE RETRAINING OR
TRAINING AGREEMENT – 260F

Tursi moved; seconded by Metzger to approve Items #13-17 as one consent item. Motion passed on a roll call vote. Aye-Halterman, Langston, Knott, Metzger, Pugel, Rouse, Tursi. Nay-none.

Action Reprographics, Inc.

Board Report 13-110. 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 **Action Reprographics, Inc.**

Co-Line Welding, Inc. Project #2

Board Report 13-111. Attachment #9. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Co-Line Welding, Inc. Project #2**.

Moehl Millwork, Inc. Project #4

Board Report 13-112. Attachment #10. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Moehl Millwork, Inc. Project #4**.

*Scranton Manufacturing Company
Inc.*

Board Report 13-113. Attachment #11. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Scranton Manufacturing Company Inc.**

Breiholz Construction Company

Board Report 13-114. Attachment #12. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Breiholz Construction Company**.

FINANCIAL REPORT

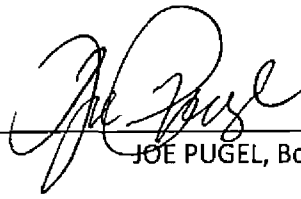
Greg Martin, Vice President for Business Services, presented the balance sheet for the four months ending October 31, 2013 as seen in Attachment #13 to these minutes.

COMMITTEE REPORTS

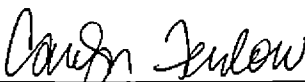
Kevin Halterman reported that the Audit Committee met earlier this month to review the Audit Report and all operating leases at the College. Conflict of Interest forms have been distributed to all board members to fill out and return.

ADJOURN

Tursi moved; seconded by Rouse to adjourn. Motion passed unanimously and at 5:50 p.m. Board Chair Pugel adjourned the meeting. Aye-Halterman, Langston, Knott, Metzger, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary



BOARD REPORT
*To the Board of Directors of
Des Moines Area Community College*

Date: November 11, 2013
Page: 1

ADDENDUM Human Resources Report

BACKGROUND

I. New Employee

Replacement Position

- 1. **Bhattacharyya, Lanesa**
Instructor, CNA
Ankeny Campus
Annual Salary: \$54,689
Effective: November 5, 2013
Continuing Contract

New Position

- 1. **Mann, William H.**
Instructor, Welding
Southridge Center
Annual Salary: \$51,622
Effective: November 11, 2013
Continuing Contract

II. Resignation

- 1. **Schulz, Steven D.**
Provost
Carroll Campus
Effective: November 30, 2013

RECOMMENDATION

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

AGENDA ITEM Human Resources Report

BACKGROUND

I. Resignation

1. Molloy, Kim
Instructor, Nursing
Ankeny Campus
Effective: December 13, 2013

RECOMMENDATION

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

Report: FWRR040
 Date: 10/27/2013
 Time: 01:53 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Ahlers and Cooney PC	565041	\$4,288.50	\$1,694.50	6013	Office of Sr VP, Bus	Legal Fees
			\$2,247.00	6013	Office of Sr VP, Bus	Legal Fees
			\$347.00	6013	Office of Sr VP, Bus	Legal Fees
Apple Computer Inc	565048	\$6,293.85	\$299.85	6323	Iowa Methodist ACE P	Minor Equipment
			\$4,197.00	6323	Equip Replacement In	Minor Equipment
			\$1,797.00	6323	Iowa Methodist ACE P	Minor Equipment
Arnold Motor Supply	565050	\$3,229.77	\$281.53	6322	Story County Academy	Materials & Supplies
			\$838.21	6323	Southridge Equipment	Minor Equipment
			\$40.98	6511	Auto Mechanics	Purchases for Resale
			\$30.98	6511	Auto Mechanics	Purchases for Resale
			\$2.34	6511	Auto Mechanics	Purchases for Resale
			\$82.46	6511	Auto Mechanics	Purchases for Resale
			\$55.68	6511	Auto Mechanics	Purchases for Resale
			\$6.69	6511	Auto Mechanics	Purchases for Resale
			\$9.75	6511	Auto Mechanics	Purchases for Resale
			\$22.54	6511	Auto Mechanics	Purchases for Resale
			\$25.34	6511	Auto Mechanics	Purchases for Resale
			\$760.02	6511	Auto Mechanics	Purchases for Resale
			\$178.77	6511	Auto Mechanics	Purchases for Resale
			\$26.01	6511	Auto Mechanics	Purchases for Resale
			\$20.49	6511	Auto Mechanics	Purchases for Resale
			\$27.72	6511	Auto Mechanics	Purchases for Resale
	\$65.75	6511	Auto Mechanics	Purchases for Resale		
	\$6.99	6511	Auto Mechanics	Purchases for Resale		
	\$10.99	6511	Auto Mechanics	Purchases for Resale		
	\$45.24	6511	Auto Mechanics	Purchases for Resale		
	\$110.02	6511	Auto Mechanics	Purchases for Resale		
	\$6.85	6511	Auto Mechanics	Purchases for Resale		
	\$48.41	6511	Auto Mechanics	Purchases for Resale		

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Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	565050	\$3,229.77	\$22.28	6511	Auto Mechanics	Purchases for Resale
			\$96.80	6511	Auto Mechanics	Purchases for Resale
			-\$10.30	6511	Auto Mechanics	Purchases for Resale
			\$78.63	6322	Story County Academy	Materials & Supplies
			\$31.12	6322	Story County Academy	Materials & Supplies
			\$20.00	6322	Story County Academy	Materials & Supplies
			\$26.00	6322	Story County Academy	Materials & Supplies
			\$122.99	6322	Story County Academy	Materials & Supplies
			\$32.99	6322	Story County Academy	Materials & Supplies
		\$105.50	6322	Story County Academy	Materials & Supplies	
Berglund Sheet Metal Cont	565055	\$9,000.00	\$9,000.00	6090	Buildings Equipment	Maintenance/Repair o
Brockway Mechanical & Roo	565059	\$18,000.00	\$18,000.00	6090	Buildings Equipment	Maintenance/Repair o
CDW Government Inc	565063	\$13,428.04	\$68.00	6324	Southridge Technolog	Computer Software
			\$6,247.65	6323	Southridge Technolog	Minor Equipment
			\$918.25	6323	Equip Replacement Ne	Minor Equipment
			\$6,129.74	6323	Technical Update Equ	Minor Equipment
			\$64.40	6322	WLAN Support	Materials & Supplies
CIT Charters Inc	565068	\$3,407.25	\$2,741.75	6420	Office of Exec Dean,	Vehicle Materials an
			\$665.50	6420	Office of Exec Dean,	Vehicle Materials an
Clear Channel Broadcastin	565070	\$6,910.00	\$250.00	6110	Office of Dir, Marke	Information Services
			\$730.00	6110	Office of Dir, Marke	Information Services
			\$1,620.00	6110	Office of Dir, Marke	Information Services
			\$120.00	6110	Office of Dir, Marke	Information Services
			\$650.00	6110	Warren County Career	Information Services
			\$3,500.00	6110	Office of Dir, Marke	Information Services
		\$40.00	6110	Office of Dir, Marke	Information Services	

Report: FWRR040
 Date: 10/27/2013
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Des Moines Area Comm College

List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DART	565082	\$6,810.00	\$1,680.00	6266	YouthBuild Project	Stipends/Allowances
			\$1,680.00	6460	YouthBuild Project	Other Materials and
			\$8,360.00	6511	Ticket Sales	Purchases for Resale
			\$8,360.00	6511	Ticket Sales	Purchases for Resale
			-\$5,746.00	6511	Ticket Sales	Purchases for Resale
			-\$7,524.00	6511	Ticket Sales	Purchases for Resale
Davis Brown Koehn Shors a	565084	\$5,927.63	\$830.23	6013	Office of Sr VP, Bus	Legal Fees
			\$384.00	6013	Economic Development	Legal Fees
			\$704.00	6013	Economic Development	Legal Fees
			\$1,988.40	6013	Urban Campus Apartme	Legal Fees
			\$37.00	6013	Capitol Building Ren	Legal Fees
			\$1,984.00	6013	Office of Sr VP, Bus	Legal Fees
Edgenuity	565099	\$11,900.00	\$2,500.00	6324	Program Development	Computer Software
			\$2,000.00	6324	Office of Exec Dean,	Computer Software
			\$2,000.00	6324	Office of Exec Dean,	Computer Software
			\$4,000.00	6324	Youth at Risk - Anke	Computer Software
			\$1,400.00	6324	Gateway to College-R	Computer Software
First Choice Distribution	565108	\$8,519.22	\$3,765.58	6410	Custodial	Janitorial Materials
			\$125.00	6410	Culinary Arts	Janitorial Materials
			\$187.50	6410	Office of Dean, Heal	Janitorial Materials
			\$4,441.14	6410	Physical Plant Opera	Janitorial Materials
Hewlett Packard	565114	\$14,983.00	\$13,637.00	6323	Technical Update Equ	Minor Equipment
			\$705.00	6322	Equipment Replacemen	Materials & Supplies
			\$641.00	6322	Southridge Technolog	Materials & Supplies
Higher One	565115	\$46,875.00	\$46,875.00	6269	Student ID Card Offi	Other Company Servic
Internet Solver Inc	565117	\$4,000.00	\$4,000.00	6150	Campus Communication	Communications

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Des Moines Area Comm College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Karl Chevrolet	565133	\$18,405.00	\$18,405.00	7400	Vehicle Pool	Vehicles
Logan Contractors Supply	565147	\$18,552.00	\$18,552.00	7100	Equip Replacement Ph	Furniture, Machinery
Mardock Drafting Services	565151	\$2,945.07	\$2,945.07	6015	Buildings Equipment	Consultant's Fees
Matheson Tri-Gas Inc	565153	\$32,367.76	\$4,895.52	6323	Southridge Equipment	Minor Equipment
			\$27,472.24	6323	Southridge Equipment	Minor Equipment
National Recoveries Inc	565166	\$6,343.89	\$11.63	6780	Office of Controller	Collection Agency Ex
			\$6,332.26	6780	Office of Controller	Collection Agency Ex
Neff Motivation Inc	565168	\$2,971.14	\$620.28	6322	Softball	Materials & Supplies
			\$819.10	6322	Softball	Materials & Supplies
			\$919.57	6322	Softball	Materials & Supplies
			\$499.39	6322	Softball	Materials & Supplies
			\$112.80	6322	Softball	Materials & Supplies
Ohland Concrete Construct	565174	\$5,957.00	\$5,957.00	6100	Buildings Equipment	Maintenance of Groun
Perishable Distributors I	565181	\$34,811.49	\$31,836.49	6269	Perishable Dist of I	Other Company Servic
			\$2,975.00	6269	Perishable Dist of I	Other Company Servic
Pioneer Hi Bred Internati	565185	\$183,154.68	\$183,154.68	6269	Pioneer Hi-Bred #8-J	Other Company Servic
Pitney Bowes Inc	565186	\$6,834.36	\$290.31	6230	Physical Plant Opera	Postage and Expediti
			\$3,000.00	6230	Physical Plant Opera	Postage and Expediti
			\$359.01	6220	Mail Service	Rental of Equipment
			\$431.04	6220	Mail Service	Rental of Equipment
			\$2,754.00	6220	Mail Service	Rental of Equipment
Promotions LTD	565190	\$2,901.69	\$314.50	6322	Water Treatment	Materials & Supplies

Report: FWRR040
 Date: 10/27/2013
 Time: 01:53 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Promotions LTD	565190	\$2,901.69	\$592.00	6322	Water Treatment	Materials & Supplies
			\$360.00	6322	Water Treatment	Materials & Supplies
			\$529.00	6322	Water Treatment	Materials & Supplies
			\$299.00	6322	Water Treatment	Materials & Supplies
			\$807.19	6322	Water Treatment	Materials & Supplies
Prostruct Construction In	565191	\$144,953.44	\$144,953.44	7600	West Campus Storage	Buildings and Fixed
Purcell Printing and Grap	565192	\$6,850.56	\$493.41	6120	Water Treatment	Printing/Reproductio
			\$168.00	6120	Southridge Equipment	Printing/Reproductio
			\$4,609.53	6120	Office of Exec Dir,	Printing/Reproductio
			\$813.12	6120	Office of Exec Dean,	Printing/Reproductio
			\$766.50	6120	Dean, Business & Inf	Printing/Reproductio
Rew Services Corporation	565200	\$2,700.00	\$2,700.00	6263	Buildings Equipment	Disposal of Hazardou
Scantron Corp	565204	\$7,889.00	\$7,889.00	7100	Southridge Equipment	Furniture, Machinery
Securitas Security Servic	565208	\$35,301.97	\$20,207.19	6261	Non Tort Security In	Contracted Security
			\$15,094.78	6261	Non Tort Security In	Contracted Security
Skold Door & Floor Compan	565212	\$12,203.00	\$12,203.00	6269	Equipment Replacemen	Other Company Servic
Snap On Industrial	565213	\$12,248.82	\$6,899.25	6323	Equipment Replacemen	Minor Equipment
			\$2,195.29	1550	Office of Controller	Prepaid Expenses
			\$34.69	1550	Office of Controller	Prepaid Expenses
			\$46.77	1550	Office of Controller	Prepaid Expenses
			\$19.78	1550	Office of Controller	Prepaid Expenses
			\$10.30	1550	Office of Controller	Prepaid Expenses
			\$2,765.10	1550	Office of Controller	Prepaid Expenses
			\$68.13	1550	Office of Controller	Prepaid Expenses

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Snap On Industrial	565213	\$12,248.82	\$75.68	6322	Southridge Equipment	Materials & Supplies
			\$133.83	1550	Office of Controller	Prepaid Expenses
Verizon Wireless	565231	\$5,993.30	\$1,156.44	6150	WLAN Support	Communications
			\$165.88	6150	Academic Development	Communications
			\$172.05	6150	Program Development	Communications
			\$162.04	6150	Youth at Risk - Anke	Communications
			\$62.80	6150	Workforce Developmen	Communications
			\$194.81	6150	Office of VP, Info S	Communications
			\$70.03	6150	Volleyball	Communications
			\$62.80	6150	Continuing Ed, Trade	Communications
			\$51.54	6150	Continuing Ed, Trade	Communications
			\$82.47	6150	Office of Dir, Stude	Communications
			\$64.85	6150	Student Services	Communications
			\$103.08	6150	Special Needs	Communications
			\$139.28	6150	Safety Committee	Communications
			\$51.54	6150	Student Records/Serv	Communications
			\$51.54	6150	Quality Assurance Tr	Communications
			\$77.12	6150	Office of the Presid	Communications
			\$30.02	6150	Physical Plant Opera	Communications
			\$49.50	6150	Plant Operations - S	Communications
			\$90.70	6150	Physical Plant Opera	Communications
			\$136.84	6150	Office of the Dir, P	Communications
\$30.24	6150	Director, Nursing	Communications			
\$212.88	6150	Office of Dir, Marke	Communications			
\$650.23	6150	Mechanical Maintenanc	Communications			
\$40.01	6150	LEAN Process Improve	Communications			
\$120.05	6150	Judicial Office	Communications			
\$61.54	6150	Office Exec Dir, Ins	Communications			
\$51.54	6150	IES-Des Moines	Communications			
\$143.09	6150	Office of Exec Dir,	Communications			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	565231	\$5,993.30	\$51.54	6150	Office of Exec Dir,	Communications
			\$131.56	6150	Enrollment Managemen	Communications
			\$49.50	6150	Energy Education Con	Communications
			\$62.80	6150	Continuing Ed, Healt	Communications
			\$594.35	6150	Economic Development	Communications
			\$62.80	6150	Continuing Ed, 2 Day	Communications
			\$103.08	6150	Office of Exec Dean,	Communications
			\$49.50	6150	Office of Exec Dean,	Communications
			\$91.55	6150	Office of Exec Dean,	Communications
			\$137.62	6150	Office of Dean, Scie	Communications
			\$141.60	6150	Office of Exec Dean,	Communications
			\$51.54	6150	Office of Dean, Heal	Communications
			\$30.02	6150	Office of Controller	Communications
			\$51.54	6150	Central IA Wrkfrce I	Communications
			\$40.01	6150	Architectural Drafti	Communications
\$51.54	6150	Associate Dean, Urba	Communications			
\$68.32	6150	Upward Bound-Year 21	Communications			
Vital Support Systems	565234	\$9,014.00	\$9,014.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Weitz Company	565240	\$454,808.00	\$244,498.00	7600	Building 1 Addition/	Buildings and Fixed
			\$7,992.00	6090	Ankeny Remodeling	Maintenance/Repair o
			\$202,318.00	7600	Building 1 Addition/	Buildings and Fixed
Windstar Lines Inc	565244	\$4,900.00	\$4,900.00	6269	Mortuary Science Pro	Other Company Servic
WOI TV	565245	\$3,870.00	\$3,870.00	6110	Office of Dir, Marke	Information Services
Wright Outdoor Solutions	565248	\$3,930.07	\$3,930.07	6444	Office of Exec Dean,	Landscaping Material
Xerox Corp	565249	\$6,037.72	\$500.61	7620	Duplicating Services	Lease/Purchase Bldg

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	565249	\$6,037.72	\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,881.31	6322	Duplicating Services	Materials & Supplies
			\$1,966.93	6322	Duplicating Services	Materials & Supplies
			\$490.87	7620	Duplicating Services	Lease/Purchase Bldg
Nelson Development 10 LLC	565262	\$6,469.79	\$374.13	6210	Workforce Services	Rental of Buildings
			\$6,095.66	6210	IES-Des Moines	Rental of Buildings
DMACC HEA	565294	\$7,383.69	\$7,383.69	2272	Payroll Office	DMACC/HEA Dues Payab
Advanced Asphalt Systems	565313	\$3,659.65	\$3,659.65	6100	Motorcycle and Moped	Maintenance of Groun
Alliant Energy	565316	\$27,485.40	\$172.52	6190	Utilities	Utilities
			\$1,937.04	6190	Boone Campus Housing	Utilities
			\$9,987.58	6190	Boone Campus Housing	Utilities
			\$26.66	6190	Utilities	Utilities
			\$11,137.73	6190	Utilities	Utilities
			\$1,712.05	6190	Plant Operations, Pe	Utilities
			\$79.81	6190	Utilities	Utilities
\$2,432.01	6190	Utilities	Utilities			
American Heritage Life In	565318	\$3,521.14	\$300.80	2289	Payroll Office	Hospitalization Insu
			\$391.04	2288	Payroll Office	Critical Illness Ins
			\$1,511.18	2287	Payroll Office	Cancer Insurance Pay
			\$1,318.12	2286	Payroll Office	Accident Insurance P
Ames Economic Development	565319	\$12,000.00	\$12,000.00	6269	Office of Sr VP, Aca	Other Company Servic
Anchor Fasteners	565320	\$13,734.56	\$4,152.74	6322	Equipment Replacemen	Materials & Supplies
			\$4,756.45	6322	Equipment Replacemen	Materials & Supplies

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Anchor Fasteners	565320	\$13,734.56	\$4,825.37	6322	Equipment Replacemen	Materials & Supplies
Campbell, Sean	565346	\$3,450.00	\$3,450.00	6019	Office of Sr VP, Bus	Prof Svcs-Individual
CCS Presentation Systems	565350	\$7,891.43	\$1,563.49	6323	Equip Replacement Sc	Minor Equipment
			\$4,794.45	6323	Equip Replacement In	Minor Equipment
			\$1,533.49	6323	Technical Update Equ	Minor Equipment
CDW Government Inc	565351	\$18,449.66	\$15,201.94	6323	Equipment Replacemen	Minor Equipment
			\$3,247.72	6323	Technical Update Equ	Minor Equipment
CIT Charters Inc	565356	\$3,838.08	\$1,294.70	6420	Office of Exec Dean,	Vehicle Materials an
			\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,575.38	6420	Office of Exec Dean,	Vehicle Materials an
			\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
City of Ankeny	565357	\$18,071.61	\$239.40	6190	Horticulture	Utilities
			\$93.68	6190	Utilities	Utilities
			\$392.72	6190	Utilities	Utilities
			\$15.00	6269	Child Care	Other Company Servic
			\$225.00	6269	NLN Testing	Other Company Servic
			\$260.27	6190	Utilities	Utilities
			\$148.27	6190	Utilities	Utilities
			\$347.92	6190	Utilities	Utilities
			\$44.08	6190	Utilities	Utilities
			\$26.46	6190	Utilities	Utilities
			\$27.44	6190	Utilities	Utilities
			\$64.31	6190	Utilities	Utilities
			\$83.89	6190	Utilities	Utilities
			\$83.89	6190	Utilities	Utilities
\$74.10	6190	Utilities	Utilities			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	565357	\$18,071.61	\$93.68	6190	Utilities	Utilities
			\$5,512.64	6190	Utilities	Utilities
			\$9,788.54	6190	Utilities	Utilities
			\$550.32	6190	Physical Plant Opera	Utilities
City of Boone	565358	\$7,562.92	\$354.42	6190	Boone Campus Housing	Utilities
			\$3,465.44	6190	Boone Campus Housing	Utilities
			\$181.35	6190	Utilities	Utilities
			\$2,526.09	6190	Utilities	Utilities
			\$1,035.62	6190	Utilities	Utilities
Cline Tool and Service Co	565359	\$26,134.00	\$26,134.00	6269	Cline Tool #2-On-the	Other Company Servic
ColorFX	565363	\$7,548.00	\$2,542.00	6120	Office of Exec Dir,	Printing/Reproductio
			\$4,581.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$425.00	6120	Enrollment Managemen	Printing/Reproductio
Des Moines Water Works	565378	\$3,389.60	\$9.64	6190	Utilities	Utilities
			\$33.71	6190	Utilities	Utilities
			\$26.85	6190	Utilities	Utilities
			\$185.78	6190	Physical Plant Opera	Utilities
			\$327.25	6190	Utilities	Utilities
			\$602.38	6190	Utilities	Utilities
			\$1,894.95	6190	Utilities	Utilities
			\$309.04	6190	Utilities	Utilities
Electronix Express	565381	\$3,248.15	\$72.30	6322	High Tech Robotics	Materials & Supplies
			\$3,175.85	6322	Equip Replacement In	Materials & Supplies
EMC Insurance Companies	565383	\$2,500.00	\$2,500.00	6013	Tort Insurance	Legal Fees
Farner Bocken Co	565387	\$7,932.36	\$2,008.04	6511	Cafeteria	Purchases for Resale

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Farner Bocken Co	565387	\$7,932.36	\$3,051.32	6511	Cafeteria	Purchases for Resale
			\$2,873.00	6511	Cafeteria	Purchases for Resale
FFA Enrichment Center	565389	\$13,226.50	\$13,226.50	2014	FFA Enrichment Cente	Due to Others
FHEG Ankeny Bookstore #10	565390	\$2,553,314.81	\$66,607.01	6322	Program Development	Materials & Supplies
			\$120.00	6322	Academic Achievement	Materials & Supplies
			\$9.83	6322	Office of Exec Dir,	Materials & Supplies
			\$177.99	6322	Aging Services Admin	Materials & Supplies
			\$594.47	6322	Graphic Design	Materials & Supplies
			\$142.00	6322	High Tech Robotics	Materials & Supplies
			\$145.25	6322	Dietary Management	Materials & Supplies
			\$285.76	6322	Developmental Educat	Materials & Supplies
			\$4.25	6322	Office of Exec Dean,	Materials & Supplies
			\$1,334.99	6322	Office of Exec Dean,	Materials & Supplies
			\$1,206.44	6322	Office of Dean, Scie	Materials & Supplies
			\$329.05	6322	Office of Exec Dean,	Materials & Supplies
			\$462.39	6322	Office of Dean, Indu	Materials & Supplies
			\$42.63	6322	Office of Dean, Heal	Materials & Supplies
			\$13.15	6322	Office of Exec Dean,	Materials & Supplies
			\$783.40	6322	Dean, Business & Inf	Materials & Supplies
			\$9.02	6322	Office of Exec Dean,	Materials & Supplies
			\$7.50	6322	Communications	Materials & Supplies
			\$196.25	6322	Horticulture	Materials & Supplies
			\$50.00	6322	Computer Aided Desig	Materials & Supplies
\$19.10	6322	Boone Campus Housing	Materials & Supplies			
\$16.25	6322	Building Rental for	Materials & Supplies			
\$19.80	6322	ASSET Auto/Ford	Materials & Supplies			
\$395.75	6322	Arts and Sciences	Materials & Supplies			
\$220.38	6322	DOT Civil Engr Tech	Materials & Supplies			
\$6,117.22	6322	Gateway to College	Materials & Supplies			

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FHEG Ankeny Bookstore #10	565390	\$2,553,314.81	\$232.50	6322	GAP Tuition Assistan	Materials & Supplies
			\$514.37	2019	Follett Bookstore	Accounts Payable Acc
			\$1,975,342.81	2019	Follett Bookstore	Accounts Payable Acc
			\$1,547.33	2019	Follett Bookstore	Accounts Payable Acc
			\$244.07	2019	Follett Bookstore	Accounts Payable Acc
			\$1,314.93	2019	Follett Bookstore	Accounts Payable Acc
			\$4,281.43	2019	Follett Bookstore	Accounts Payable Acc
			\$299.40	2019	Follett Bookstore	Accounts Payable Acc
			\$474.35	2019	Follett Bookstore	Accounts Payable Acc
			\$513.75	2019	Follett Bookstore	Accounts Payable Acc
			\$105.48	2019	Follett Bookstore	Accounts Payable Acc
			\$8,580.18	2019	Follett Bookstore	Accounts Payable Acc
			\$459.87	2019	Follett Bookstore	Accounts Payable Acc
			\$26,600.63	2019	Follett Bookstore	Accounts Payable Acc
			\$6,742.80	2019	Follett Bookstore	Accounts Payable Acc
			\$359,136.68	2019	Follett Bookstore	Accounts Payable Acc
			\$77,374.17	4027	Budgeted Revenue	Tuition Refund
			\$39.96	6322	Wellness Program - B	Materials & Supplies
			\$15.96	6322	Wellness	Materials & Supplies
			\$73.41	6322	Womens' Basketball B	Materials & Supplies
			\$3.43	6322	Volleyball	Materials & Supplies
			\$3,381.90	6322	Continuing Ed, Trade	Materials & Supplies
			\$709.50	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$33.49	6322	Office of Dir, Stude	Materials & Supplies
			\$11.02	6322	Office of Dir, Finan	Materials & Supplies
			\$165.94	6322	Student Services	Materials & Supplies
			\$492.00	6322	Social/Behavioral Sc	Materials & Supplies
			\$13.73	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$44.94	6322	Physical Education	Materials & Supplies
			\$10.48	6322	Pharmacy Tech	Materials & Supplies
			\$12.37	6322	Director, Nursing	Materials & Supplies

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FHEG Ankeny Bookstore #10	565390	\$2,553,314.81	\$103.85	6322	Office of Dir, Marke	Materials & Supplies
			\$80.00	6322	Manufacturing Techno	Materials & Supplies
			\$3.98	6322	Mathematics & Scienc	Materials & Supplies
			\$427.00	6322	Mathematics & Scienc	Materials & Supplies
			\$1,671.84	6322	Mathematics & Scienc	Materials & Supplies
			\$248.00	6322	Library	Materials & Supplies
			\$11.25	6322	Business Law	Materials & Supplies
			\$2,287.74	6322	Jasper County Career	Materials & Supplies
			\$198.75	6322	Info Tech/Network Ad	Materials & Supplies
			\$3.98	6322	Humanities	Materials & Supplies
Fitzgerald, Shawn P.	565393	\$3,534.50	\$191.67	6322	Humanities	Materials & Supplies
			\$3.99	6322	High School Completi	Materials & Supplies
Grainger Inc	565406	\$2,719.98	\$3,534.50	6322	Office of Dir, Marke	Materials & Supplies
			\$83.88	6322	Southridge Equipment	Materials & Supplies
Hewlett Packard	565411	\$37,546.99	\$2,636.10	6323	Southridge Equipment	Minor Equipment
			\$4,659.91	6323	Mortuary Science Pro	Minor Equipment
			\$4,659.91	6323	Equipment Replacemen	Minor Equipment
			\$701.70	6323	Technical Update Equ	Minor Equipment
			\$0.47	6322	Dean, Business & Inf	Materials & Supplies
			\$6,523.88	6323	Mortuary Science ACE	Minor Equipment
			\$25.53	6323	Equipment Replacemen	Minor Equipment
			\$204.89	6323	Office of VP, Info S	Minor Equipment
			\$20,770.70	6323	Technical Update Equ	Minor Equipment
Jasper County Treasurer	565425	\$5,841.18	\$5,841.18	6020	Board of Directors	Election Costs
KCCI TV	565430	\$7,497.00	\$7,497.00	6110	Office of Dir, Marke	Information Services
Kramer Entertainment Agen	565435	\$2,750.00	\$2,750.00	6269	Student Activities	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Liebovich/PDM Steel & Alu	565443	\$7,912.81	\$22.14	6322	Tool Machinist	Materials & Supplies
			\$1,124.80	6322	Tool Machinist	Materials & Supplies
			\$4,605.99	6322	Tool Machinist	Materials & Supplies
			\$2,159.88	6322	Tool Machinist	Materials & Supplies
Macerich Southridge Mall	565447	\$4,000.00	\$4,000.00	6210	Plant Operations - S	Rental of Buildings
Marsden Bldg Maint LLC	565449	\$3,072.00	\$1,081.00	6030	Plant Operations-Cap	Custodial Services
			\$1,991.00	6030	Cap Med Bldg-Common	Custodial Services
Martin Brothers Distribut	565451	\$10,371.47	\$1,284.09	6511	Cafeteria	Purchases for Resale
			\$674.70	6511	Cafeteria	Purchases for Resale
			\$1,026.70	6511	Cafeteria	Purchases for Resale
			\$635.10	6511	Cafeteria	Purchases for Resale
			\$949.93	6511	Cafeteria	Purchases for Resale
			\$645.50	6511	Cafeteria	Purchases for Resale
			\$2,410.95	6511	Cafeteria	Purchases for Resale
			\$978.21	6511	Cafeteria	Purchases for Resale
\$1,766.29	6511	Cafeteria	Purchases for Resale			
MidAmerican Energy Co	565457	\$79,069.13	\$3,634.44	6190	Plant Operations - S	Utilities
			\$4,218.32	6190	Physical Plant Opera	Utilities
			\$675.20	6190	Physical Plant Opera	Utilities
			\$591.35	6190	Plant Operations-Cap	Utilities
			\$2,456.03	6190	Cap Med Bldg-Common	Utilities
			\$67,175.18	6190	Utilities	Utilities
\$318.61	6190	Racing & Gaming Rent	Utilities			
Midwest Warehouse Solutio	565461	\$5,586.78	\$5,586.78	6323	Equip Replacement We	Minor Equipment
National FFA Organization	565471	\$9,760.00	\$9,760.00	6110	Agri Business	Information Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pretrax Inc	565496	\$4,975.50	\$2,298.50	6269	Office of Exec Dir,	Other Company Servic
			\$2,677.00	6269	Office of Exec Dir,	Other Company Servic
Quick Fuel	565499	\$3,607.72	\$3,607.72	6420	Transportation Insti	Vehicle Materials an
Rain and Hail LLC	565500	\$3,142.00	\$3,142.00	6180	Dallas County Farm O	Insurance
Ramco LLC	565501	\$5,698.00	\$1,324.00	6120	Southridge Equipment	Printing/Reproductio
			\$345.00	6120	Volleyball	Printing/Reproductio
			\$194.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$3,266.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$360.00	6120	Southridge Equipment	Printing/Reproductio
		\$209.00	6120	Workforce Developmen	Printing/Reproductio	
Reinhart Foodservice	565503	\$3,320.28	\$323.43	6518	Hospitality Careers	Gourmet Dinners
			\$173.59	6519	Bistro	College Inn
			\$345.12	6519	Bistro	College Inn
			\$514.13	6322	Culinary Arts	Materials & Supplies
			\$397.05	6322	Culinary Arts	Materials & Supplies
			\$83.48	6322	Story County Academy	Materials & Supplies
			\$712.41	6322	Culinary Arts	Materials & Supplies
\$771.07	6322	Culinary Arts	Materials & Supplies			
Servicemaster	565514	\$7,979.85	\$936.25	6269	Boone Campus Housing	Other Company Servic
			\$1,822.04	6269	Boone Campus Housing	Other Company Servic
			\$1,577.48	6269	Boone Campus Housing	Other Company Servic
			\$1,955.79	6269	Boone Campus Housing	Other Company Servic
			\$1,688.29	6269	Boone Campus Housing	Other Company Servic
Siemens Industry Inc	565517	\$35,794.69	\$35,794.69	6090	Building 1 Addition/	Maintenance/Repair o
Sigler Companies	565518	\$2,784.22	\$2,784.22	6120	Office of Dir, Marke	Printing/Reproductio

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Solarwinds	565523	\$19,490.00	\$19,490.00	6265	Non Tort Equip Maint	Software Service Agr
Storey Kenworthy	565527	\$35,340.90	\$1,167.00	6378	Equipment Replacemen	Materials/Supplies f
			\$34,173.90	6377	Equipment Replacemen	Materials/Supplies f
Storey Kenworthy	565528	\$7,325.55	\$6,708.07	6377	Equipment Replacemen	Materials/Supplies f
			\$617.48	6322	Equip Replacement Hu	Materials & Supplies
VanWall Group	565542	\$11,265.86	\$11,265.86	7100	Grounds	Furniture, Machinery
Your Clear Next Step LLC	565556	\$6,711.13	\$3,093.76	6015	Softskills Training	Consultant's Fees
			\$250.00	6015	Softskills Training	Consultant's Fees
			\$125.00	6015	Softskills Training	Consultant's Fees
			\$1,567.37	6015	Softskills Training	Consultant's Fees
			\$1,675.00	6015	Softskills Training	Consultant's Fees
ABC Virtual Communication	565599	\$2,975.00	\$2,975.00	6015	Economic Development	Consultant's Fees
Air Equipment Sales	565603	\$6,077.53	\$6,077.53	6377	Equip Replacement In	Materials/Supplies f
Airgas North Central	565604	\$43,868.95	\$593.66	6322	Welding	Materials & Supplies
			\$151.20	6322	Southridge Equipment	Materials & Supplies
			\$992.61	6322	Southridge Equipment	Materials & Supplies
			\$161.18	6322	Welding	Materials & Supplies
			\$21.83	6322	Welding	Materials & Supplies
			\$1,415.82	6322	Welding	Materials & Supplies
			\$172.97	6322	Welding	Materials & Supplies
			\$19.31	6322	Jasper County Career	Materials & Supplies
			\$28.97	6322	Jasper County Career	Materials & Supplies
			\$631.68	6323	Southridge Equipment	Minor Equipment
\$11,424.00	6323	Southridge Equipment	Minor Equipment			

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Airgas North Central	565604	\$43,868.95	\$11,424.00	6323	Southridge Equipment	Minor Equipment
			\$62.85	6323	Southridge Equipment	Minor Equipment
			\$587.67	6322	Welding	Materials & Supplies
			\$315.84	6322	Welding	Materials & Supplies
			\$68.61	6322	Welding	Materials & Supplies
			\$39.10	6322	Auto Body	Materials & Supplies
			\$332.68	6322	Welding	Materials & Supplies
			\$43.98	6322	Welding	Materials & Supplies
			\$48.70	6322	Welding	Materials & Supplies
			\$783.56	6322	Welding	Materials & Supplies
			\$11.70	6322	Southridge Equipment	Materials & Supplies
			\$301.10	6322	Southridge Equipment	Materials & Supplies
			\$119.31	6322	Welding	Materials & Supplies
			\$493.79	6322	Welding	Materials & Supplies
			\$117.00	6322	Welding	Materials & Supplies
			\$467.97	6322	Welding	Materials & Supplies
			\$163.80	6322	Welding	Materials & Supplies
			\$683.17	6322	Welding	Materials & Supplies
			\$399.61	6322	Southridge Equipment	Materials & Supplies
			\$55.83	6322	Southridge Equipment	Materials & Supplies
			\$77.31	6322	Southridge Equipment	Materials & Supplies
			\$75.60	6322	Southridge Equipment	Materials & Supplies
			\$954.71	6322	Southridge Equipment	Materials & Supplies
		\$35.85	6322	Southridge Equipment	Materials & Supplies	
		\$303.45	6322	Welding	Materials & Supplies	
		\$46.71	6322	Welding	Materials & Supplies	
		\$10,241.82	6322	Welding	Materials & Supplies	
Alliant Energy	565606	\$16,595.00	\$16,595.00	6190	Utilities	Utilities
Ames Municipal Utilities	565607	\$4,986.76	\$4,986.76	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	565609	\$2,856.45	\$11.70	6511	Auto Mechanics	Purchases for Resale
			\$20.85	6511	Auto Mechanics	Purchases for Resale
			\$8.00	6511	Auto Mechanics	Purchases for Resale
			\$11.98	6511	Auto Mechanics	Purchases for Resale
			\$94.84	6511	Auto Mechanics	Purchases for Resale
			\$37.66	6511	Auto Mechanics	Purchases for Resale
			\$41.96	6511	Auto Mechanics	Purchases for Resale
			\$2.99	6511	Auto Mechanics	Purchases for Resale
			\$7.84	6511	Auto Mechanics	Purchases for Resale
			\$50.68	6511	Auto Mechanics	Purchases for Resale
			\$50.68	6511	Auto Mechanics	Purchases for Resale
			\$38.02	6511	Auto Mechanics	Purchases for Resale
			-\$230.99	6511	Auto Mechanics	Purchases for Resale
			-\$4.43	6511	Auto Mechanics	Purchases for Resale
			-\$30.04	6511	Auto Mechanics	Purchases for Resale
			-\$30.98	6511	Auto Mechanics	Purchases for Resale
			-\$48.42	6511	Auto Mechanics	Purchases for Resale
			\$242.98	6322	Story County Academy	Materials & Supplies
			\$20.03	6511	Auto Mechanics	Purchases for Resale
			\$9.99	6511	Auto Mechanics	Purchases for Resale
			\$24.97	6511	Auto Mechanics	Purchases for Resale
			\$3.10	6511	Auto Mechanics	Purchases for Resale
			\$7.99	6511	Auto Mechanics	Purchases for Resale
			\$2.49	6511	Auto Mechanics	Purchases for Resale
			\$198.23	6511	Auto Mechanics	Purchases for Resale
			\$16.89	6511	Auto Mechanics	Purchases for Resale
			\$29.38	6511	Auto Mechanics	Purchases for Resale
			\$41.74	6511	Auto Mechanics	Purchases for Resale
			\$15.62	6511	Auto Mechanics	Purchases for Resale
			\$16.89	6511	Auto Mechanics	Purchases for Resale
			\$29.39	6511	Auto Mechanics	Purchases for Resale

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Arnold Motor Supply	565609	\$2,856.45	\$368.04	6511	Auto Mechanics	Purchases for Resale
			\$230.99	6511	Auto Mechanics	Purchases for Resale
			\$10.51	6511	Auto Mechanics	Purchases for Resale
			\$10.60	6511	Auto Mechanics	Purchases for Resale
			\$33.52	6511	Auto Mechanics	Purchases for Resale
			\$12.93	6511	Auto Mechanics	Purchases for Resale
			\$33.29	6511	Auto Mechanics	Purchases for Resale
			\$17.94	6511	Auto Mechanics	Purchases for Resale
			\$41.96	6511	Auto Mechanics	Purchases for Resale
			\$48.42	6511	Auto Mechanics	Purchases for Resale
			\$18.38	6511	Auto Mechanics	Purchases for Resale
			\$10.60	6511	Auto Mechanics	Purchases for Resale
			\$1.20	6511	Auto Mechanics	Purchases for Resale
			\$63.12	6511	Auto Mechanics	Purchases for Resale
			\$4.43	6511	Auto Mechanics	Purchases for Resale
			\$10.98	6511	Auto Mechanics	Purchases for Resale
			\$82.20	6511	Auto Mechanics	Purchases for Resale
			\$4.43	6511	Auto Mechanics	Purchases for Resale
			\$17.17	6511	Auto Mechanics	Purchases for Resale
			\$118.44	6511	Auto Mechanics	Purchases for Resale
			\$22.47	6511	Auto Mechanics	Purchases for Resale
			\$17.97	6511	Auto Mechanics	Purchases for Resale
			\$154.54	6511	Auto Mechanics	Purchases for Resale
			\$12.68	6511	Auto Mechanics	Purchases for Resale
			\$39.97	6511	Auto Mechanics	Purchases for Resale
			\$63.00	6511	Auto Mechanics	Purchases for Resale
			\$72.99	6511	Auto Mechanics	Purchases for Resale
			\$0.75	6511	Auto Mechanics	Purchases for Resale
			\$132.67	6322	High School Auto Pro	Materials & Supplies
			\$42.72	6322	High School Auto Pro	Materials & Supplies
			\$10.19	6322	Building Rental for	Materials & Supplies

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Arnold Motor Supply	565609	\$2,856.45	\$11.71	6322	Building Rental for	Materials & Supplies
			\$49.00	6322	Story County Academy	Materials & Supplies
			\$30.70	6322	Story County Academy	Materials & Supplies
			\$29.38	6322	Story County Academy	Materials & Supplies
			\$164.76	6322	Story County Academy	Materials & Supplies
			\$78.99	6322	Story County Academy	Materials & Supplies
			\$78.99	6322	Story County Academy	Materials & Supplies
			\$11.79	6322	Story County Academy	Materials & Supplies
Assessment Technologies I	565610	\$39,393.00	\$2,317.50	6269	NLN Testing	Other Company Servic
			\$3,708.00	6269	NLN Testing	Other Company Servic
			\$1,800.00	6269	NLN Testing	Other Company Servic
			\$3,708.00	6269	NLN Testing	Other Company Servic
			\$2,025.00	6269	NLN Testing	Other Company Servic
			\$2,601.00	6269	NLN Testing	Other Company Servic
			\$2,137.50	6269	NLN Testing	Other Company Servic
			\$1,462.50	6269	NLN Testing	Other Company Servic
			\$1,237.50	6269	NLN Testing	Other Company Servic
			\$3,600.00	6269	NLN Testing	Other Company Servic
			\$4,131.00	6269	NLN Testing	Other Company Servic
			\$6,952.50	6269	NLN Testing	Other Company Servic
			\$3,712.50	6269	NLN Testing	Other Company Servic
Association of Business a	565611	\$25,000.00	\$25,000.00	6269	Office of the Presid	Other Company Servic
AVI Systems	565613	\$8,720.25	\$8,720.25	6323	Equipment Replacemen	Minor Equipment
Business Intelligent Appl	565628	\$3,102.00	\$3,102.00	6324	Technical Update Equ	Computer Software
CDW Government Inc	565635	\$4,510.43	\$165.71	6323	Equip Replacement In	Minor Equipment
			\$745.36	6323	Story County Hunzike	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CDW Government Inc	565635	\$4,510.43	\$8.53	6322	Building 1 Addition/	Materials & Supplies
			\$46.59	6322	Technical Update Equ	Materials & Supplies
			\$46.59	6322	Building 1 Addition/	Materials & Supplies
			\$168.72	6322	Technical Update Equ	Materials & Supplies
			\$168.72	6322	Building 1 Addition/	Materials & Supplies
			\$72.66	6322	Southridge Technolog	Materials & Supplies
			\$136.51	6323	Story County Hunzike	Minor Equipment
			\$8.53	6322	Technical Update Equ	Materials & Supplies
			\$2,699.57	6323	Story County Hunzike	Minor Equipment
			\$242.94	6323	Equip Replacement In	Minor Equipment
Cedar Graphics Inc	565636	\$16,710.58	\$16,710.58	6120	Office of Dir, Marke	Printing/Reproductio
Central Lighting and Equi	565637	\$2,610.00	\$2,610.00	6220	DMACC Small Business	Rental of Equipment
CenturyLink	565640	\$3,815.82	\$3,815.82	6150	Campus Communication	Communications
Christian Photo Inc	565641	\$11,892.75	\$4,090.60	6323	Equip Replacement In	Minor Equipment
			\$6,118.40	7100	Equip Replacement In	Furniture, Machinery
			\$1,222.88	6322	Equip Replacement In	Materials & Supplies
			\$47.96	6322	Photography	Materials & Supplies
			\$412.91	6322	Photography	Materials & Supplies
CIT Charters Inc	565644	\$3,014.00	\$484.00	6420	Office of Exec Dean,	Vehicle Materials an
			\$756.25	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,773.75	6420	Office of Exec Dean,	Vehicle Materials an
Constellation NewEnergy G	565651	\$5,086.83	\$5,086.83	6190	Utilities	Utilities
Express Logistics	565675	\$4,265.50	\$4,265.50	6269	Express Logistics #3	Other Company Servic
FBG Service Corporation	565679	\$47,384.82	\$103.13	6030	FPA Enrichment Cente	Custodial Services

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FBG Service Corporation	565679	\$47,384.82	\$136.50	6030	FFA Enrichment Cente	Custodial Services
			\$111.22	6030	FFA Enrichment Cente	Custodial Services
			\$20,480.00	6030	Custodial	Custodial Services
			\$6,577.00	6030	Plant Operations - S	Custodial Services
			\$4,140.00	6030	Physical Plant Opera	Custodial Services
			\$141.56	6030	FFA Enrichment Cente	Custodial Services
			\$2,750.00	6030	Physical Plant Opera	Custodial Services
			\$4,513.00	6030	Physical Plant Opera	Custodial Services
			\$1,638.00	6030	Plant Operations - E	Custodial Services
			\$88.98	6030	FFA Enrichment Cente	Custodial Services
			\$107.43	6030	FFA Enrichment Cente	Custodial Services
			\$2,250.00	6030	Plant Operations, Pe	Custodial Services
			\$4,348.00	6030	Plant Operations, St	Custodial Services
First Choice Distribution	565680	\$3,594.21	\$120.96	6410	Plant Operations-Cap	Janitorial Materials
			\$16.48	6410	Plant Operations - E	Janitorial Materials
			\$324.45	6410	Physical Plant Opera	Janitorial Materials
			\$2,107.52	6410	Physical Plant Opera	Janitorial Materials
			\$1,024.80	6410	Physical Plant Wareh	Janitorial Materials
Fitzgerald, Shawn P.	565682	\$3,589.00	\$3,589.00	6019	Office of Exec Dean,	Prof Svcs-Individual
Hewlett Packard	565702	\$9,527.96	\$470.00	6322	Water Treatment	Materials & Supplies
			\$1,377.87	6323	Equipment Replacemen	Minor Equipment
			\$202.49	6323	Equipment Replacemen	Minor Equipment
			\$1,799.00	6323	Equip Replacement We	Minor Equipment
			\$1,918.00	6323	Equip Replacement We	Minor Equipment
			\$1,516.68	6323	Economic Development	Minor Equipment
			\$1,516.69	6323	Equip Replacement Co	Minor Equipment
			\$701.70	6322	Grants and Contracts	Materials & Supplies
			\$25.53	6322	Dean, Business & Inf	Materials & Supplies

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Hockenbergs Equipment	565704	\$2,647.38	\$139.48	6322	Culinary Arts ACE Pr	Materials & Supplies
			\$1,438.32	6322	Perkins Equipment	Materials & Supplies
			\$753.37	6322	Program Development	Materials & Supplies
			\$137.43	6322	Program Development	Materials & Supplies
			\$178.78	6322	Culinary Arts ACE Pr	Materials & Supplies
Inland Truck Parts Co	565712	\$4,347.23	\$77.88	6377	Transportation Insti	Materials/Supplies f
			\$3,417.47	6060	Equipment Replacemen	Maintenance/Repair o
			\$851.88	6377	Transportation Insti	Materials/Supplies f
Inteconnex	565713	\$10,510.06	\$10,510.06	6378	Non Tort Security In	Materials/Supplies f
Iowa Central Community Co	565715	\$17,082.99	\$147.40	6120	Iowa Adv Manufacturi	Printing/Reproductio
			\$2,295.18	6322	Iowa Adv Manufacturi	Materials & Supplies
			\$3,894.36	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$4,121.03	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$6,625.02	6951	Iowa Adv Manufacturi	TAACT Salaries
Iowa College Access Netwo	565716	\$2,500.00	\$2,500.00	6269	Office of Dir, Marke	Other Company Servic
iParadigms LLC	565719	\$16,125.00	\$16,125.00	6265	Non Tort Equip Maint	Software Service Agr
Johnson Controls Inc	565725	\$10,453.71	\$11,543.71	6377	Physical Plant Opera	Materials/Supplies f
			\$10,453.71	6377	Physical Plant Opera	Materials/Supplies f
			-\$11,543.71	6377	Physical Plant Opera	Materials/Supplies f
Lincoln National Life Ins	565742	\$55,878.83	\$7,126.04	2255	Payroll Office	ST Disability - A In
			\$3,824.92	2256	Payroll Office	ST Disability - B In
			\$8,352.88	2257	Payroll Office	Emp Opt Life Ins Pay
			\$2,850.95	2258	Payroll Office	Spouse Opt Life Ins
			\$1,625.50	2259	Payroll Office	Dep Supp Life Ins Pa

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Lincoln National Life Ins	565742	\$55,878.83	\$14,990.40	2254	Payroll Office	Long Term Disability
			\$17,108.14	2253	Payroll Office	Basic Life Insurance
Mardock Drafting Services	565749	\$2,771.32	\$2,771.32	6015	Buildings Equipment	Consultant's Fees
Martin Marietta Materials	565751	\$12,296.38	\$810.61	6100	Buildings Equipment	Maintenance of Groun
			\$2,084.75	6100	Buildings Equipment	Maintenance of Groun
			\$3,922.97	6100	Buildings Equipment	Maintenance of Groun
			\$5,478.05	6100	Buildings Equipment	Maintenance of Groun
Miller Construction	565766	\$65,820.00	\$8,040.00	6220	Buildings Equipment	Rental of Equipment
			\$31,675.00	6220	Buildings Equipment	Rental of Equipment
			\$1,595.00	6220	Buildings Equipment	Rental of Equipment
			\$12,760.00	6220	Buildings Equipment	Rental of Equipment
			\$4,550.00	6220	Buildings Equipment	Rental of Equipment
			\$7,200.00	6220	Buildings Equipment	Rental of Equipment
National Curriculum & Tra	565773	\$11,072.84	\$11,072.84	6520	Driver Improvement B	Purchases for Resale
Okoboji Wines	565780	\$4,816.65	\$4,816.65	6930	Beverage Account	Other Current Expens
Pioneer Hi Bred Internati	565790	\$677,470.02	\$677,470.02	6269	Pioneer Hi-Bred #8-J	Other Company Servic
Purcell Printing and Grap	565797	\$6,481.07	\$147.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$346.50	6120	Office of Dir, Marke	Printing/Reproductio
			\$1,811.25	6120	Office of Exec Dean,	Printing/Reproductio
			\$54.00	6322	Office of Controller	Materials & Supplies
			\$54.00	6322	Office of Dean, Indu	Materials & Supplies
			\$216.00	6322	Southridge Equipment	Materials & Supplies
			\$54.00	6322	Practical Nursing	Materials & Supplies
\$172.00	6322	Office of Dean, Scie	Materials & Supplies			

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Purcell Printing and Grap	565797	\$6,481.07	\$118.00	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$429.72	6120	Story County Academy	Printing/Reproductio
			\$632.10	6120	Office of Exec Dean,	Printing/Reproductio
			\$887.25	6120	Office of Exec Dean,	Printing/Reproductio
			\$1,559.25	6120	Office of Exec Dean,	Printing/Reproductio
Raytech Measuring Systems	565802	\$3,000.00	\$1,500.00	6269	Raytech Measuring-Jo	Other Company Servic
			\$1,500.00	6269	Raytech Measuring-Jo	Other Company Servic
Respondus Inc	565806	\$3,660.00	\$3,660.00	6265	Web Based Instructio	Software Service Agr
Sigler Companies	565820	\$6,108.43	\$278.25	6120	Office of Dean, Indu	Printing/Reproductio
			\$491.93	6120	Office of Dean, Indu	Printing/Reproductio
			\$5,065.07	6120	Office of Dir, Marke	Printing/Reproductio
			\$273.18	6120	Office of Dean, Indu	Printing/Reproductio
Singlewire Software	565823	\$14,750.00	\$14,750.00	6265	Non Tort Security In	Software Service Agr
Southwestern Community Co	565829	\$10,000.00	\$10,000.00	6269	Office of the Presid	Other Company Servic
State Steel Supply Co	565831	\$3,722.50	\$3,722.50	6322	Welding	Materials & Supplies
Storey Kenworthy	565833	\$210,997.64	\$210,997.64	6377	Equipment Replacemen	Materials/Supplies f
Storey Kenworthy	565834	\$11,058.82	\$18.72	6322	Youth at Risk - Anke	Materials & Supplies
			\$347.94	6322	WLAN Support	Materials & Supplies
			\$906.64	6322	Workforce Training C	Materials & Supplies
			\$7.46	6322	Veterinary Techician	Materials & Supplies
			\$647.42	6322	Local 33 Pipe/Steamf	Materials & Supplies
			\$39.23	6322	Surgical Technician	Materials & Supplies
\$188.23	6322	Office of Dir, Finan	Materials & Supplies			

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Storey Kenworthy	565834	\$11,058.82	\$247.24	6322	Student Services	Materials & Supplies
			\$72.59	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$26.79	6322	Admissions/Registrat	Materials & Supplies
			\$89.38	6322	Office of the Presid	Materials & Supplies
			\$30.89	6322	Office of the Dir, P	Materials & Supplies
			\$183.00	6322	Other General Instit	Materials & Supplies
			\$361.35	6322	Organization & Opera	Materials & Supplies
			\$173.99	6322	Optometric/Ophthalmi	Materials & Supplies
			\$134.49	6322	Practical Nursing	Materials & Supplies
			\$38.40	6322	Practical Nursing	Materials & Supplies
			\$62.71	6322	Certified Nursing As	Materials & Supplies
			\$46.63	6322	NLN Testing	Materials & Supplies
			\$467.68	6322	Non-Credit Civil Eng	Materials & Supplies
			\$45.61	6322	Office of Dir, Marke	Materials & Supplies
			\$38.40	6322	Judicial Office	Materials & Supplies
			\$339.20	6322	Information Systems	Materials & Supplies
			\$3.50	6322	Office of Exec Dir,	Materials & Supplies
			\$37.44	6322	Graphic Design	Materials & Supplies
			\$43.94	6322	Evening & Weekend	Materials & Supplies
			\$740.84	6322	Equipment Replacemen	Materials & Supplies
			\$79.49	6322	Equip Replacement He	Materials & Supplies
			\$426.84	6322	Enrollment Managemen	Materials & Supplies
			\$73.28	6322	Dental Hygiene	Materials & Supplies
			\$78.11	6322	Dental Assistant	Materials & Supplies
			\$194.21	6322	Office of Exec Dean,	Materials & Supplies
			\$61.70	6322	Office of Exec Dean,	Materials & Supplies
			\$415.36	6322	Office of Exec Dean,	Materials & Supplies
			\$55.21	6322	Office of Dean, Indu	Materials & Supplies
			\$82.75	6322	Office of Dean, Heal	Materials & Supplies
			\$29.04	6322	Office of Exec Dean,	Materials & Supplies
		\$853.74	6322	Dean, Business & Inf	Materials & Supplies	

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	565834	\$11,058.82	\$35.48	6322	Story County Academy	Materials & Supplies
			\$27.82	6322	Library	Materials & Supplies
			\$803.66	6322	Office of Dean, Scie	Materials & Supplies
			\$300.58	6322	Student Services	Materials & Supplies
			\$10.60	6322	Office of Dean, Heal	Materials & Supplies
			\$104.70	6322	Special Needs	Materials & Supplies
			\$118.76	6322	Student Support Serv	Materials & Supplies
			\$175.81	6322	Office of Controller	Materials & Supplies
			\$46.63	6322	Child Care	Materials & Supplies
			\$71.14	6322	Child Care	Materials & Supplies
			\$40.84	6322	Office of Exec Dir,	Materials & Supplies
			\$39.17	6322	Cafeteria	Materials & Supplies
			\$23.91	6322	Business Administrai	Materials & Supplies
			\$37.64	6322	Auto Service	Materials & Supplies
			\$5.99	6322	Boone Athletic Depar	Materials & Supplies
			\$42.91	6322	ASSET Auto/Ford	Materials & Supplies
			\$11.52	6322	Associates Degree Nu	Materials & Supplies
			\$395.48	6322	Equip Replacement Hu	Materials & Supplies
			\$38.40	6322	Associates Degree Nu	Materials & Supplies
			\$160.41	6322	Agri Business	Materials & Supplies
			\$37.01	6322	Admission Processing	Materials & Supplies
			\$28.80	6322	Skiff Medical Center	Materials & Supplies
			\$341.40	6322	Corrections-Newton	Materials & Supplies
\$180.16	6322	Corrections-Mitchell	Materials & Supplies			
\$93.16	6322	Adult Literacy-Urban	Materials & Supplies			
\$204.40	6322	Equipment Replacemen	Materials & Supplies			
US Cellular	565845	\$2,537.16	\$125.32	6150	Office of the Dir, P	Communications
			\$142.54	6150	Mechanical Maintenan	Communications
			\$18.90	6150	Info Tech/Network Ad	Communications
			\$206.23	6150	IA Comm College Athl	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
US Cellular	565845	\$2,537.16	\$78.62	6150	Evening & Weekend	Communications
			\$39.90	6150	Continuing Ed, EMT-B	Communications
			\$5.27	6150	Continuing Ed, On Li	Communications
			\$47.49	6150	Economic Development	Communications
			\$252.15	6150	Enrollment Managemen	Communications
			\$9.53	6150	Office of Exec Dean,	Communications
			\$4.75	6150	Data Processing	Communications
			\$84.02	6150	Custodial	Communications
			\$6.31	6150	Campus Communication	Communications
			\$6.93	6150	Boone Campus Housing	Communications
			\$68.50	6150	Associates Degree Nu	Communications
			\$4.96	6150	IPT Regional Telecom	Communications
			\$47.89	6150	Gateway to College	Communications
			\$62.94	6150	Youth at Risk - Anke	Communications
			\$581.74	6150	WLAN Support	Communications
			\$50.68	6150	Office of VP, Commnt	Communications
			\$93.25	6150	Transportation Insti	Communications
			\$93.52	6150	Respiratory Therapy	Communications
			\$242.94	6150	Program Development	Communications
			\$37.00	6150	Physical Plant Opera	Communications
			\$83.57	6150	Physical Plant Opera	Communications
			\$56.61	6150	Physical Plant Opera	Communications
			\$22.61	6150	Physical Plant Opera	Communications
\$4.75	6150	Plant Operations, St	Communications			
\$31.02	6150	Dental Assistant	Communications			
\$21.74	6150	Building Trades	Communications			
\$5.48	6150	Office of Dir, Stude	Communications			
Vernier Software and Tech	565849	\$2,876.00	\$2,876.00	6322	Equip Replacement We	Materials & Supplies
Video Conference Store	565850	\$5,040.00	\$5,040.00	6323	Technical Update Equ	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Vital Support Systems	565851	\$24,813.00	\$24,813.00	6323	Technical Update Equ	Minor Equipment
Waste Mgmt of Iowa Corp.	565855	\$4,925.83	\$141.96	6030	Physical Plant Opera	Custodial Services
			\$86.44	6030	Physical Plant Opera	Custodial Services
			\$3,609.71	6030	Custodial	Custodial Services
			\$434.06	6030	Plant Operations - S	Custodial Services
			\$570.38	6030	Cap Med Bldg-Common	Custodial Services
			\$83.28	6030	Plant Operations - E	Custodial Services
Wex Bank	565860	\$15,003.03	\$76.00	6420	Campus Communication	Vehicle Materials an
			\$69.78	6420	Agri Business	Vehicle Materials an
			\$294.62	6420	Physical Plant Opera	Vehicle Materials an
			\$152.44	6420	Building Trades	Vehicle Materials an
			\$686.34	6420	Office of Exec Dean,	Vehicle Materials an
			\$91.30	6420	Office of Exec Dean,	Vehicle Materials an
			\$207.96	6420	Office of Exec Dean,	Vehicle Materials an
			\$75.69	6420	Economic Development	Vehicle Materials an
			\$3,057.30	6420	Grounds	Vehicle Materials an
			\$81.39	6420	Mail Service	Vehicle Materials an
			\$2,123.59	6420	Mechanical Mainten	Vehicle Materials an
			\$191.51	6420	Office of Dir, Marke	Vehicle Materials an
			\$284.63	6420	Office of the Dir, P	Vehicle Materials an
			\$461.96	6420	Mortuary Science Pro	Vehicle Materials an
			\$386.10	6420	Physical Plant Opera	Vehicle Materials an
			\$40.14	6420	Physical Plant Opera	Vehicle Materials an
\$237.57	6420	Plant Operations - S	Vehicle Materials an			
\$229.72	6420	Physical Plant Opera	Vehicle Materials an			
\$1,335.51	6420	Non Tort Security In	Vehicle Materials an			
\$154.86	6420	Transportation	Vehicle Materials an			
\$3,023.60	6420	Vehicle Pool	Vehicle Materials an			
\$149.72	6420	WLAN Support	Vehicle Materials an			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wex Bank	565860	\$15,003.03	\$558.83	6420	Transportation Insti	Vehicle Materials an
			\$780.46	6420	Youth at Risk - Anke	Vehicle Materials an
			\$252.01	6420	Non Tort Security In	Vehicle Materials an
Xerox Corp	565872	\$4,249.49	\$128.40	6322	Duplicating Services	Materials & Supplies
			\$518.50	7620	Duplicating Services	Lease/Purchase Bldg
			\$176.13	7620	Duplicating Services	Lease/Purchase Bldg
			\$725.48	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$599.00	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$660.89	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$215.65	6322	Duplicating Services	Materials & Supplies
			\$734.57	6322	Duplicating Services	Materials & Supplies
Nelson Development 10 LLC	565881	\$6,469.79	\$374.13	6210	Workforce Services	Rental of Buildings
			\$6,095.66	6210	IES-Des Moines	Rental of Buildings
The Lewer Agency Inc	565908	\$36,661.26	\$36,661.26	2011	Fund 1 General Ledge	Insurance Payable
DMACC HEA	565915	\$7,432.62	\$7,432.62	2272	Payroll Office	DMACC/HEA Dues Payab
ABC Virtual Communication	565932	\$6,800.00	\$6,800.00	6015	Economic Development	Consultant's Fees
Airgas North Central	565933	\$7,118.33	\$33.68	6323	Warren County Career	Minor Equipment
			\$578.51	6323	Equip Replacement In	Minor Equipment
			\$204.54	6322	Perry Operations	Materials & Supplies
			\$189.94	6322	Perry Operations	Materials & Supplies
			\$177.92	6322	Perry Operations	Materials & Supplies
			\$98.61	6322	Southridge Equipment	Materials & Supplies
			\$44.35	6322	Southridge Equipment	Materials & Supplies
\$759.71	6322	Southridge Equipment	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	565933	\$7,118.33	\$412.57	6322	Southridge Equipment	Materials & Supplies
			\$189.54	6322	Southridge Equipment	Materials & Supplies
			\$379.62	6322	Welding	Materials & Supplies
			\$468.85	6322	Welding	Materials & Supplies
			\$250.68	6322	Welding	Materials & Supplies
			\$17.75	6322	Welding	Materials & Supplies
			\$2,382.10	6322	Welding	Materials & Supplies
			\$89.85	6322	Welding	Materials & Supplies
			\$67.40	6322	Jasper County Career	Materials & Supplies
			\$48.28	6322	Jasper County Career	Materials & Supplies
			\$195.89	6322	Jasper County Career	Materials & Supplies
Almaco	565936	\$34,588.29	\$476.18	6322	Jasper County Career	Materials & Supplies
			\$52.36	6322	Welding	Materials & Supplies
Almaco	565936	\$34,588.29	\$11,100.00	6269	ALMACO #4-Mgt/Supv T	Other Company Servic
			\$23,488.29	6269	ALMACO #4-Job Spec T	Other Company Servic
Bankers Advertising Compa	565954	\$2,668.22	\$2,668.22	6322	Non-Credit Civil Eng	Materials & Supplies
Bob Brown Chevrolet	565958	\$46,754.00	\$23,377.00	7400	Vehicle Pool	Vehicles
			\$23,377.00	7400	Vehicle Pool	Vehicles
CDW Government Inc	565974	\$6,617.10	\$37.95	6322	Building 1 Addition/	Materials & Supplies
			\$35.25	6322	WLAN Support	Materials & Supplies
			\$37.95	6322	Technical Update Equ	Materials & Supplies
			\$92.88	6322	Technical Update Equ	Materials & Supplies
			\$92.88	6322	Building 1 Addition/	Materials & Supplies
			\$585.61	6322	Technical Update Equ	Materials & Supplies
			\$1,800.00	6265	Equip Replacement In	Software Service Agr
			\$1,386.53	6323	Hunziker Addition-Fu	Minor Equipment
\$68.00	6265	Office of Dean, Scie	Software Service Agr			

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CDW Government Inc	565974	\$6,617.10	\$386.71	6323	Equip Replacement In	Minor Equipment
			\$607.28	6323	Story County Hunzike	Minor Equipment
			\$1,486.06	6323	Story County Hunzike	Minor Equipment
Cenergistic Inc	565975	\$15,354.75	\$15,354.75	6015	Utilities	Consultant's Fees
CenturyLink	565976	\$7,462.86	\$775.00	6150	Campus Communication	Communications
			\$555.00	6150	Campus Communication	Communications
			\$43.70	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$57.90	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$57.01	6150	Campus Communication	Communications
			\$775.00	6150	Campus Communication	Communications
			\$585.00	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$664.90	6150	Communications	Communications
			\$239.09	6150	Campus Communication	Communications
			\$183.40	6150	Campus Communication	Communications
			\$152.74	6150	Campus Communication	Communications
\$43.70	6150	Equip Replacement Sc	Communications			
\$160.89	6150	Project IOWA Inc - F	Communications			
\$298.76	6150	Evelyn Davis Center	Communications			
\$89.70	6150	Campus Communication	Communications			
\$43.70	6150	Campus Communication	Communications			
\$93.25	6150	Campus Communication	Communications			
CollegeSource Inc	565981	\$3,129.00	\$1,000.00	6269	Admissions/Registrat	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
CollegeSource Inc	565981	\$3,129.00	\$1,000.00	6269	Credentials	Other Company Servic
			\$1,129.00	6269	Admission Processing	Other Company Servic
Community Foundation of G	565987	\$5,000.00	\$5,000.00	6269	Office of the Presid	Other Company Servic
Dallas County Auditor	565991	\$3,466.37	\$3,466.37	6020	Board of Directors	Election Costs
DeCarlo Demolition	565995	\$26,889.00	\$26,889.00	6090	Buildings Equipment	Maintenance/Repair o
DMACC Boone Campus Checki	566007	\$8,300.56	\$155.20	6322	Volleyball Booster C	Materials & Supplies
			\$85.00	6930	Women's Basketball	Other Current Expens
			\$380.00	6470	Baseball	Travel-Out of State
			\$100.00	6480	Men's Golf	Travel-In State
			\$300.00	6480	Baseball	Travel-In State
			\$1,770.00	6930	Men's Golf	Other Current Expens
			\$102.00	6930	Boone Athletic Depar	Other Current Expens
			\$200.00	6930	Men's Basketball	Other Current Expens
			\$544.00	6930	Women's Cross Countr	Other Current Expens
			\$125.00	6930	Womens' Basketball B	Other Current Expens
			\$1,680.00	6267	Volleyball	Athletic Officials
			\$450.00	6267	Softball	Athletic Officials
			\$114.36	6322	Boone Athletic Depar	Materials & Supplies
Eastern Iowa Community Co	566009	\$8,742.78	\$268.94	6470	Iowa Adv Manufacturi	Travel-Out of State
			\$3,900.36	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$950.00	6951	Iowa Adv Manufacturi	TAACT Salaries
			\$1,127.73	6952	Iowa Adv Manufacturi	TAACT Fringes
			\$2,095.75	6269	Iowa Adv Manufacturi	Other Company Servic
			\$400.00	6210	On-site Wastewater T	Rental of Buildings
Education to Go	566010	\$2,930.50	\$85.50	6269	Continuing Ed, On Li	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Education to Go	566010	\$2,930.50	\$2,845.00	6269	Continuing Ed, On Li	Other Company Servic
Ellucian Inc	566011	\$5,859.00	\$2,079.00	6269	Information Systems	Other Company Servic
			\$4,536.00	6269	Information Systems	Other Company Servic
			-\$756.00	6269	Information Systems	Other Company Servic
Farner Bocken Co	566014	\$5,309.94	\$2,582.84	6511	Cafeteria	Purchases for Resale
			\$2,727.10	6511	Cafeteria	Purchases for Resale
FFA Enrichment Center	566017	\$15,524.06	\$15,524.06	2014	FFA Enrichment Cente	Due to Others
Forst Training and Consul	566021	\$2,868.00	\$954.00	6015	Softskills Training	Consultant's Fees
			\$1,032.00	6015	Softskills Training	Consultant's Fees
			\$882.00	6015	Softskills Training	Consultant's Fees
Governet	566024	\$15,000.00	\$15,000.00	6265	Non Tort Equip Maint	Software Service Agr
Guthrie County Auditor	566031	\$3,466.50	\$3,466.50	6020	Board of Directors	Election Costs
Helena Industries	566037	\$27,926.90	\$17,878.49	6269	Helena Industries In	Other Company Servic
			\$10,048.41	6269	Helena Industries In	Other Company Servic
Hewlett Packard	566039	\$8,488.06	\$246.90	6323	Equipment Replacemen	Minor Equipment
			\$345.67	6323	Mortuary Science ACE	Minor Equipment
			\$246.90	6323	Mortuary Science Pro	Minor Equipment
			\$1,144.20	6323	Equipment Replacemen	Minor Equipment
			\$77.53	6323	Economic Development	Minor Equipment
			\$71.47	6323	WLAN Support	Minor Equipment
			\$314.00	6322	Equipment Replacemen	Materials & Supplies
			\$2,464.62	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$2,476.24	6265	Non Tort Equip Maint	Software Service Agr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Hewlett Packard	566039	\$8,488.06	\$1,100.53	6323	Technical Update Equ	Minor Equipment
In the Black-Ink Co	566045	\$4,000.00	\$4,000.00	6269	Summit Products-Fina	Other Company Servic
IPJ Media, L.L.C.	566054	\$3,000.00	\$3,000.00	6110	Office of Dir, Marke	Information Services
Kirkwood Community Colleg	566064	\$38,641.98	\$1,817.51	5930	IA Comm College Athl	IPERS-Employer's Sha
			\$1,328.24	5900	IA Comm College Athl	DMACC Paid Insurance
			\$688.72	5720	IA Comm College Athl	Other Stu Wages
			\$31,255.04	5300	IA Comm College Athl	Regular Prof Support
			\$3,552.47	5920	IA Comm College Athl	FICA-Employer's Shar
LDJ Manufacturing	566070	\$22,030.94	\$15,303.16	6269	LDJ Manufacturing-Mg	Other Company Servic
			\$3,706.28	6269	LDJ Manufacturing-Tr	Other Company Servic
			\$3,021.50	6269	LDJ Manufacturing-Jo	Other Company Servic
Marsden Bldg Maint LLC	566075	\$3,982.00	\$1,991.00	6030	Cap Med Bldg-Common	Custodial Services
			\$1,991.00	6030	Cap Med Bldg-Common	Custodial Services
Martin Brothers Distribut	566077	\$6,412.64	\$1,841.81	6511	Cafeteria	Purchases for Resale
			\$1,996.79	6511	Cafeteria	Purchases for Resale
			\$444.02	6511	Cafeteria	Purchases for Resale
			\$1,393.04	6511	Cafeteria	Purchases for Resale
			\$736.98	6511	Cafeteria	Purchases for Resale
Midwest Office Technology	566088	\$8,500.31	\$125.00	6060	Auto Service	Maintenance/Repair o
			\$84.00	6322	Student Services	Materials & Supplies
			\$8,291.31	6322	WLAN Support	Materials & Supplies
Nelnet Business Solutions	566095	\$3,326.28	\$3,326.28	6269	Office of Controller	Other Company Servic
Precision Midwest Ltd	566111	\$22,585.00	\$22,585.00	7100	Non-Credit Civil Eng	Furniture, Machinery

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Securitas Security Servic	566125	\$38,256.49	\$15,629.41	6261	Non Tort Security In	Contracted Security
			\$22,627.08	6261	Non Tort Security In	Contracted Security
Siemens Industry Inc	566129	\$16,114.00	\$16,114.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Storey Kenworthy	566134	\$6,649.89	\$6,649.89	6322	Equipment Replacemen	Materials & Supplies
Vital Support Systems	566149	\$12,029.78	\$10,818.48	6323	Technical Update Equ	Minor Equipment
			\$1,211.30	6323	Equip Replacement In	Minor Equipment
ABC Virtual Communication	566196	\$34,807.50	\$4,080.00	6015	Economic Development	Consultant's Fees
			\$10,285.00	6015	Economic Development	Consultant's Fees
			\$9,435.00	6015	Economic Development	Consultant's Fees
			\$11,007.50	6015	Economic Development	Consultant's Fees
Airgas North Central	566198	\$10,340.14	\$306.14	6322	Jasper County Career	Materials & Supplies
			\$5,251.66	7100	Southridge Equipment	Furniture, Machinery
			\$12.38	6322	Welding	Materials & Supplies
			\$13.15	6322	Welding	Materials & Supplies
			\$65.35	6322	Jasper County Career	Materials & Supplies
			\$3,646.38	6323	Southridge Equipment	Minor Equipment
			\$199.30	6322	Jasper County Career	Materials & Supplies
			\$29.47	6322	Jasper County Career	Materials & Supplies
			\$674.84	6322	Jasper County Career	Materials & Supplies
			\$28.97	6322	Jasper County Career	Materials & Supplies
			\$112.50	6322	Jasper County Career	Materials & Supplies
			ASCAP	566209	\$4,038.86	\$4,038.86
Beirman Furniture	566217	\$4,737.17	\$4,737.17	6460	Equipment Replacemen	Other Materials and
Berglund Sheet Metal Cont	566218	\$30,000.00	\$30,000.00	6090	Buildings Equipment	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Brockway Mechanical & Roo	566225	\$43,170.00	\$43,170.00	6090	Buildings Equipment	Maintenance/Repair o
Central Asphalt Paving	566232	\$23,670.50	\$8,502.50	6100	Buildings Equipment	Maintenance of Groun
			\$15,168.00	6100	Buildings Equipment	Maintenance of Groun
Clear Channel Outdoor Inc	566238	\$3,800.00	\$3,800.00	6110	Office of Dir, Marke	Information Services
ColorFX	566240	\$5,250.00	\$5,250.00	6120	Office of Exec Dir,	Printing/Reproductio
Contract Training Edge LL	566243	\$8,191.86	\$8,191.86	6015	Economic Development	Consultant's Fees
Days Inn	566247	\$3,942.40	\$2,094.40	6269	Continuing Ed, 2 Day	Other Company Servic
			\$1,848.00	6269	Continuing Ed, 2 Day	Other Company Servic
Edge Commercial LLC	566259	\$145,792.22	\$145,792.22	7600	Story County Hunzike	Buildings and Fixed
ExodusDirect LLC	566264	\$2,564.13	\$2,564.13	6269	Exodus Direct #2-Job	Other Company Servic
First Choice Distribution	566266	\$6,244.66	\$5,744.66	6410	Custodial	Janitorial Materials
			\$187.50	6410	Culinary Arts	Janitorial Materials
			\$312.50	6410	Office of Dean, Heal	Janitorial Materials
Heartland Area Education	566282	\$3,333.34	\$3,333.34	6269	Mail Service	Other Company Servic
Holiday Inn Downtown	566288	\$3,778.95	\$1,982.40	6321	Continuing Ed, 2 Day	Food
			\$1,796.55	6321	Continuing Ed, 2 Day	Food
Internet Solver Inc	566292	\$4,000.00	\$4,000.00	6150	Campus Communication	Communications
Invision	566293	\$12,358.50	\$12,358.50	6012	Building 1 Addition/	Architect's Fees
Iowa Communications Netwo	566295	\$24,300.67	\$815.14	6150	Campus Communication	Communications

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Des Moines Area Comm College
 List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	566295	\$24,300.67	\$2,907.52	6269	Distance Learning	Other Company Servic
			\$17.20	6150	Campus Communication	Communications
			\$9.38	6150	Campus Communication	Communications
			\$91.09	6150	Campus Communication	Communications
			\$10,236.97	6150	Campus Communication	Communications
			\$10,149.40	6150	Campus Communication	Communications
			\$48.95	6150	Campus Communication	Communications
			\$22.87	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
MidAmerican Energy Co	566322	\$7,870.87	\$7,656.48	6190	Plant Operations - E	Utilities
			\$203.89	6190	Building Rental for	Utilities
			\$10.50	6190	Plant Operations - E	Utilities
NAPA Genuine Parts Compan	566334	\$5,243.71	-\$25.45	6511	Auto Mechanics	Purchases for Resale
			\$118.45	6322	Jasper County Career	Materials & Supplies
			\$3,118.34	6322	Southridge Equipment	Materials & Supplies
			\$591.68	6322	Jasper County Career	Materials & Supplies
			\$1,440.69	6322	Jasper County Career	Materials & Supplies
National Recoveries Inc	566335	\$4,508.50	\$4,503.50	6780	Office of Controller	Collection Agency Ex
			\$5.00	6780	Office of Controller	Collection Agency Ex
Oharco	566343	\$2,689.20	\$2,689.20	6323	Equip Replacement In	Minor Equipment
Purcell Printing and Grap	566356	\$5,899.46	\$1,278.53	6120	ICI Booklet	Printing/Reproductio
			\$2,996.13	6120	ICI Booklet	Printing/Reproductio
			\$931.80	6120	Office of the Presid	Printing/Reproductio
			\$346.50	6120	Equip Replacement He	Printing/Reproductio
			\$346.50	6322	Tech in Eng, Automat	Materials & Supplies
Redfield Feed & Supply	566359	\$2,915.21	\$1,083.25	6322	Dallas County Farm O	Materials & Supplies

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Des Moines Area Comm College
 List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Redfield Feed & Supply	566359	\$2,915.21	\$1,831.96	6322	Dallas County Farm O	Materials & Supplies
Sargent Welch/VWR	566371	\$8,362.49	\$7,845.71	6323	Equip Replacement We	Minor Equipment
			\$450.99	6323	Equip Replacement We	Minor Equipment
			\$65.79	6323	Equip Replacement We	Minor Equipment
Securitas Security Servic	566376	\$37,640.23	\$15,254.94	6261	Non Tort Security In	Contracted Security
			\$22,385.29	6261	Non Tort Security In	Contracted Security
Siemens Industry Inc	566377	\$11,925.25	\$11,925.25	6060	Mechanical Maintenanc	Maintenance/Repair o
Storey Kenworthy	566386	\$21,636.00	\$21,636.00	6323	Equipment Replacemen	Minor Equipment
Storey Kenworthy	566387	\$3,103.21	\$318.00	6322	Equip Replacement Co	Materials & Supplies
			\$348.25	6322	Equipment Replacemen	Materials & Supplies
			\$2,436.96	6322	Non-Credit Civil Eng	Materials & Supplies
Sysco Food Services of Io	566391	\$3,367.70	\$473.34	6518	Hospitality Careers	Gourmet Dinners
			\$685.61	6518	Hospitality Careers	Gourmet Dinners
			\$703.46	6518	Hospitality Careers	Gourmet Dinners
			\$667.23	6519	Bistro	College Inn
			\$19.50	6519	Bistro	College Inn
			\$818.56	6322	Culinary Arts	Materials & Supplies
Verizon Wireless	566407	\$7,420.01	\$585.70	6150	Economic Development	Communications
			\$51.57	6150	Central IA Wrkfrce I	Communications
			\$49.53	6150	Office of Exec Dean,	Communications
			\$91.58	6150	Office of Exec Dean,	Communications
			\$143.34	6150	Office of Dean, Scie	Communications
			\$141.66	6150	Office of Exec Dean,	Communications
			\$51.57	6150	Office of Dean, Heal	Communications

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Des Moines Area Comm College
List of checks over \$2,500.00 from 20-SEP-2013 to 26-OCT-2013

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	566407	\$7,420.01	\$62.83	6150	Continuing Ed, 2 Day	Communications
			\$68.36	6150	Upward Bound Year 22	Communications
			\$51.57	6150	Continuing Ed, Trade	Communications
			\$211.61	6150	Office of Dir, Marke	Communications
			\$103.14	6150	Office of Exec Dean,	Communications
			\$64.88	6150	Student Services	Communications
			\$472.70	6150	Youth at Risk - Anke	Communications
			\$1,156.66	6150	WLAN Support	Communications
			\$62.83	6150	Workforce Developmen	Communications
			\$51.57	6150	Office of VP, Info S	Communications
			\$70.03	6150	Volleyball	Communications
			\$62.83	6150	Continuing Ed, Trade	Communications
			\$82.47	6150	Office of Dir, Stude	Communications
			\$103.14	6150	Special Needs	Communications
			\$139.30	6150	Safety Committee	Communications
			\$51.57	6150	Student Records/Serv	Communications
			\$51.57	6150	Quality Assurance Tr	Communications
			\$172.14	6150	Program Development	Communications
			\$77.17	6150	Office of the Presid	Communications
			\$49.53	6150	Plant Operations - S	Communications
			\$90.75	6150	Physical Plant Opera	Communications
			\$136.90	6150	Office of the Dir, P	Communications
			\$30.02	6150	Physical Plant Opera	Communications
			\$64.88	6150	Director, Nursing	Communications
			\$1,501.63	6150	Mechanical Maintenanc	Communications
			\$40.01	6150	LEAN Process Improve	Communications
			\$116.35	6150	Judicial Office	Communications
			\$61.57	6150	Office Exec Dir, Ins	Communications
			\$51.57	6150	IES-Des Moines	Communications
			\$355.14	6150	Office of Exec Dir,	Communications
			\$62.83	6150	Continuing Ed, Healt	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	566407	\$7,420.01	\$151.56	6150	Office of Exec Dir,	Communications
			\$131.59	6150	Enrollment Managemen	Communications
			\$49.53	6150	Energy Education Con	Communications
			\$30.02	6150	Office of Controller	Communications
			\$40.01	6150	Architectural Drafti	Communications
			\$173.23	6150	Academic Development	Communications
			\$51.57	6150	Associate Dean, Urba	Communications
Vital Support Systems	566408	\$9,014.00	\$9,014.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Warren County Auditor	566411	\$7,217.86	\$7,217.86	6020	Board of Directors	Election Costs
		REPORT TOTAL	\$6,777,281.61			

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

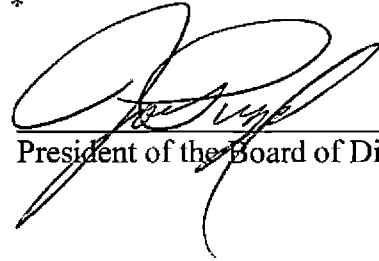
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and TPI Iowa, LLC. 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 \$740,000 Aggregate Principal Amount of New Jobs Training Certificates (TPI Iowa, LLC Project #3) 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:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared 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 \$740,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (TPI IOWA, LLC PROJECT #3) 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 TPI Iowa, LLC (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 \$740,000 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 \$740,000 of New Jobs Training Certificates (TPI Iowa, LLC Project #3) of the College (the "Certificates"), with \$451,500 of the Certificates issued under the Act and \$288,500 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:

Section 1. 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
(TPI IOWA, LLC PROJECT #3)
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 \$740,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (TPI Iowa, LLC Project #3) (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 TPI Iowa, LLC in Newton, 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



Secretary of the Board of Directors

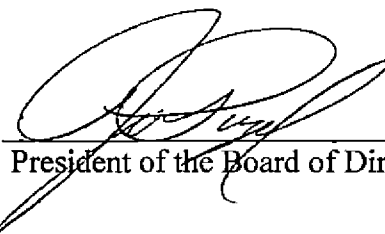
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary 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.

Section 3. 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 \$740,000 of New Jobs Training Certificates (TPI Iowa, LLC Project #3) 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.

Section 4. 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 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

TPI Iowa, LLC

Project # 3

Dated as of November 11, 2013

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of November 11, 2013 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and TPI Iowa, LLC (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 Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by 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 (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;

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

ARTICLE I

REPRESENTATIONS

Section 1.1. 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 Iowa 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 law or 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 Iowa New Jobs Training Agreement between the Area School and the Employer (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.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, 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 and the incremental property taxes are insufficient to fund the Project, 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.
- (i) Employer agrees that it shall provide all information requested by the 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 shall 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 College or the Iowa Department of Education upon forms provided by the 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 as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. 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. 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. 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, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. 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".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, 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 and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. 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.

Section 2.5. 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.

Section 2.6. 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.

Section 2.7. 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.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project 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 therefore 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.

Section 2.9. In the event that 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 and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property 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.

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 and the incremental property taxes produced by the expansion by the Employer as a part of the Project are 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.

Section 3.2. 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.

Section 3.3. 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.

Section 3.4. 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 and the incremental property taxes 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 the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

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

Section 4.1. 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 and such failure continues for a period of five (5) business days thereafter.
- (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 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 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 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.

Section 4.2. 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.

Section 4.3. 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.

Section 4.4. 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

Section 5.1. 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 School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Dana McVay, Controller
TPI Composites
2300 N. 33rd Ave. E
Newton, IA 50208

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.

Section 5.2. 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.

Section 5.3. 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.

Section 5.4. 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.

Section 5.5. 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.

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

Section 5.7. 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 to provide any necessary financial information in connection with the sale of the Certificates. 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 Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. 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. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. 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.

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.

Section 6.1. 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 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.

Section 6.2. 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.

Section 6.3. 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.


Section 6.4. 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 Iowa 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 Iowa, 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.

Section 6.5. 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.

Section 6.6. 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.

[END OF TEXT]

↓ EMPLOYER ↓	
TPI Composites	
[Printed Name of Employer]	TPI Composites
[Federal I.D. #]	26-0722887
By:	<i>[Signature]</i>
[Printed Name]	Dana A. McVay
[Printed Title]	Controller
Email address	dmcvay@tpicomposites.com
Date:	9/26/13
ATTEST:	
By:	<i>[Signature]</i>
[Printed Name]	Kathy Stevens
[Printed Title]	HR coordinator
State of	Iowa
County of	Jasper :ss
On this date:	September 26, 2013
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Dana A. McVay</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Controller</u>	
of the above named Employer, a corporation organized in the State of <u>Iowa</u> ;	
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	September 26, 2013
[SEAL]	 <p>KATHY STEVENS Commission Number 773982 My Commission Expires July 23, 2015</p>
Notary Public in and For Said County and State	
[Printed Name]	Kathy Stevens
Commission Expires [Date]	7/23/15

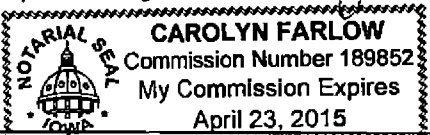
↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
By: <i>[Signature]</i>	
[Printed Name]	Joe Prall
[Printed Title]	Board President
Date:	11-11-13
ATTEST:	
By:	
[Printed Name]	
[Printed Title]	
State of Iowa	
County of Polk	:ss
On this date:	11-11-13
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Carolyn Farlow</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Special Project Coordinator</u>	
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	11-11-13 <i>[Signature]</i>
[SEAL]	 <p>CAROLYN FARLOW Commission Number 189852 My Commission Expires April 23, 2015</p>
Notary Public in and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4/23/15

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

(See attached training plan)

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

This project site is not owned by TPI Iowa, LLC, but is being leased.

DESCRIPTION OF PERSONAL PROPERTY

N/A

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
TPI Composites
PROJECT #3**

**Prepared By:
Kelly Mitchell
Business Consultant
DMACC Business Resources
Des Moines Area Community College**

**INTRODUCTION
TPI Composites
PROJECT # 3**

COMPANY BACKGROUND

TPI's Newton, Iowa wind blade plant opened in September 2008. The company produces blades for GE Energy at the facility through a long-term supply agreement. TPI Composites (www.tpicomposites.com) is a leading manufacturer of large scale composite structures for the wind energy, transportation, and military vehicle markets. TPI operates in Warren, RI, Juarez, Mexico, Taicang, China & Izmir, Turkey.

LOCATION OF PROJECT

Newton, Iowa

BASE HEAD COUNT

629

NUMBER OF NEW POSITIONS

151

PREVIOUS PROJECTS

2 previous projects were completed and in compliance.

SUPPLEMENTAL INFORMATION

Project is located in an enterprise zone – All positions qualify for the supplemental.

PRELIMINARY DATE

4/17/2013* amended to give extension to original date of 4/19/2012

PROJECT END DATE

2016

**LIST OF POSITIONS
TPI Composites
PROJECT #3**

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Manufacturing Associates *	151	14.47

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

- Medical Coverage
- Dental Coverage
- 401(K) Plan
- Life Insurance
- Long-term Disability
- Tuition Assistance

260E TRAINING PLAN

Company: **TPI COMPOSITES**

Project #3

IDENTIFIED NEEDS & EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPV II	MATERIALS III	OJT IV
Job Skill:			\$ 164,353.00				
<p>Technical Training: The company understands that technical training is needed for new employees to succeed in their positions. Training will help our employees meet internal and external customer expectations.</p>	<p>The company expects employees to perform industry specific skills, operate machinery, operate equipment and use tools in a proper fashion.</p>	<p>The company may provide technical training activities, materials and facilitator guides to support the learning process. Outside reference materials and technical manuals are some of the resources that may be utilized in the training process. Consulting may also be included.</p>		\$ 20,000.00		\$ 2,500.00	
<p>Safety Training: Safety is a top concern in the workplace. New employees will need training in all aspects of a safe working environment.</p>	<p>Employees are expected to be able to describe safety procedures and safety laws. Employees shall describe the safe use of equipment, machinery, tools and materials.</p>	<p>DMACC and/or other vendors may provide training that can include short courses, workshops, seminars, credit classes, continuing education classes and customized training. Consulting may also be included.</p>		\$ 42,000.00		\$ 6,500.00	
<p>Computer Training: Computer technology is in a constant state of change and employees will need to be trained in the latest technology. Employees will also need to be trained to use the company's existing software and hardware.</p>	<p>Employees are expected to be able to use existing technology and incorporate new technology into the workplace.</p>	<p>The company may provide technical training activities and materials to support the learning process. Reference material and technical manuals are some of the resources that may be utilized in the training process. Training may include on-line courses. Consulting may also be included.</p>		\$ 50,000.00		\$ 3,353.00	
<p>Professional and Job Skill Training: The company needs its employees to have a variety of skills in order for them to perform their jobs effectively. These skills are needed for both leadership and the hourly employees.</p>	<p>The outcome includes employees being able to deal with changes in the workplace, being able to use technical information to aid them in their positions and employees with the professional skills to ensure that they remain productive.</p>	<p>Training may include short courses, workshops, conferences, seminars, credit classes, continuing education classes and customized training. Consulting and assessments may also be included.</p>		\$ 20,000.00			
<p>Quality/Continuous Improvement Training: In order for a company to maintain its current clients and obtain new clients, it must constantly monitor and improve the quality of its products and services and continually improve the efficiency of its operation.</p>	<p>The company expects employees to be able to identify waste, improve quality and streamline processes.</p>	<p>The company may receive training in Lean Operations, Workplace Lean, ISO, TQM and other quality and continuous improvement training. Consulting may also be included.</p>		\$ 20,000.00			

260E TRAINING PLAN

Company: **TPI COMPOSITES**

Project #3

IDENTIFIED NEEDS & EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPV II	MATERIALS III	OJT IV
			\$				
<p>Sup./Mgmt</p> <p>Management/Supervisory Training: The company realizes the need for training their managers and supervisors to be able to effectively lead others in accomplishing the business's objectives and goals. Having better trained managers and supervisors will assist in being able to perform at a high rate of return.</p>	<p>The company expects leaders with interpersonal skills, the ability for managers and supervisors to train new employees, the ability to foster a team environment and the proper skills to manage employees.</p>	<p>DMACC and/or other vendors may provide training that can include short courses, workshops, credit classes, continuing education classes and customized training. Consulting may also be included.</p>	\$ 125,000.00		\$ 50,000.00	\$ 75,000.00	
<p>Materials</p> <p>Management/Supervisory</p> <p>Safety Training</p> <p>Technical Training</p> <p>Computer Training</p>			\$ -			\$ -	
<p>OJT</p> <p>On-the-Job Training: New employees will receive job specific skill training at the workplace until they can produce consistent and predictable quality. Maximum Length of time for OJT per position: SVP 1-Short Demo, SVP 2-2 Weeks, SVP 3-6 Weeks, SVP 4-3 Months, SVP 5 or greater - 6 Months</p>	<p>Employees will have the skills needed by the organization to perform their day-to-day tasks.</p>	<p>Manufacturing Associates - SVP 4—DOT Code: 806.684.054—Laminates layers of fiberglass on molds — All others as per SVP Code.</p>	\$ 289,353.00				\$ 289,353.00
GRAND TOTALS			\$ 578,706.00	\$ 152,000.00	\$ 50,000.00	\$ 87,353.00	\$ 289,353.00

TRAINING BUDGET

FOR TPI Composites PROJECT #3

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

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

I.	JOB SKILL TRAINING	\$152,000
	Office skills, job specific technical training and certifications	
II.	SUPERVISORY SKILLS	\$50,000
	Leadership & employee development training	
III.	TRAINING MATERIALS	\$87,353
	Leadership training materials	
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$289,353
	151 Manufacturing Associates	
	TOTAL TRAINING BUDGET	\$578,706

The training began 4/19/2012 and will continue to 4/19/2014.

Upon receipt of proper documentation, reimbursement to TPI Composites 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 TPI Composites with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present, either in person or by telephone conference call, the following named Board Members:

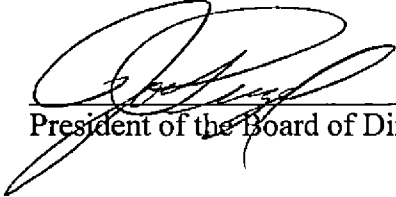
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Weiler, 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 \$265,000 Aggregate Principal Amount of New Jobs Training Certificates (Weiler, Inc. Project #3) 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:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>


Whereupon, the President declared 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 \$265,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (WEILER, INC. PROJECT #3) 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 Weiler, 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 \$265,000 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 \$265,000 of New Jobs Training Certificates (Weiler, Inc. Project #3) of the College (the "Certificates"), with \$159,500 of the Certificates issued under the Act and \$105,500 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:

Section 1. 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
(WEILER, INC. PROJECT #3)
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 \$265,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Weiler, Inc. Project #3) (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 Weiler, Inc. in Knoxville, 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



Secretary of the Board of Directors

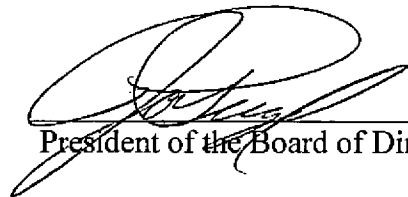
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary 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.

Section 3. 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 \$265,000 of New Jobs Training Certificates (Weiler, Inc. Project #3) 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.

Section 4. 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 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Weiler, Inc.

Project # 3

Dated as of November 11, 2013

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of November 11, 2013 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Weiler, Inc., Knoxville, Iowa (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 Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by 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 (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;

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

ARTICLE I

REPRESENTATIONS

Section 1.1. 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 Iowa 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 law or 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 Iowa New Jobs Training Agreement between the Area School and the Employer (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.

- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.
- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, 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 and the incremental property taxes are insufficient to fund the Project, 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.
- (i) Employer agrees that it shall provide all information requested by the 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 shall 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 College or the Iowa Department of Education upon forms provided by the 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 as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. 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. 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. 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, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. 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".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, 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 and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. 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.

Section 2.5. 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.

Section 2.6. 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.

Section 2.7. 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.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project 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 therefore 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.

Section 2.9. In the event that 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 and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property 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.

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 and the incremental property taxes produced by the expansion by the Employer as a part of the Project are 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.

Section 3.2. 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.

Section 3.3. 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.

Section 3.4. 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 and the incremental property taxes 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 the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and

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

Section 4.1. 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 and such failure continues for a period of five (5) business days thereafter.
- (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 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 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 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.

Section 4.2. 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.

Section 4.3. 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.

Section 4.4. 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

Section 5.1. 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 School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50023

If to the Employer: Weiler, Inc.
815 Weiler Drive
PO Box 289
Knoxville, IA 50138

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.

Section 5.2. 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.

Section 5.3. 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.

Section 5.4. 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.

Section 5.5. 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.

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

Section 5.7. 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 to provide any necessary financial information in connection with the sale of the Certificates. 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 Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. 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. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. 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.

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.

Section 6.1. 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 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.

Section 6.2. 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.

Section 6.3. 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.

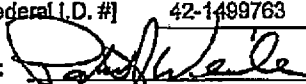
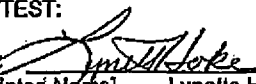

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Economic Development Authority for the community economic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

Section 6.5. 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.

Section 6.6. 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.

[END OF TEXT]

↓ EMPLOYER ↓	
Weller, Inc.	
[Printed Name of Employer]	
[Federal I.D. #]	42-1499763
By:	
[Printed Name]	Patrick Weiler
[Printed Title]	President
Email address	pweiler@wellerproducts.com
Date:	09/19/13
ATTEST:	
By:	
[Printed Name]	Lynette Hoke
[Printed Title]	HR Manager/Financial Coordinator
State of	IA
County of	Marion :ss
On this date:	09/19/13
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Patrick Weiler & Lynette Hoke to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] President & Financial Coordinator of the above named Employer, a corporation organized in the State of IA ; that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	09/19/13
[SEAL]	
Notary Public in and For Said County and State	
[Printed Name]	Robyn Hamilton
Commission Expires [Date]	Nov. 16 2014



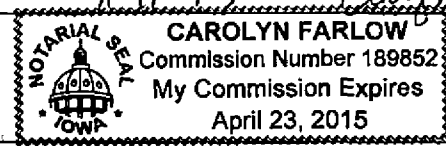
↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
By:	
[Printed Name]	Carolyn Farlow
[Printed Title]	Board President
Date:	11-11-13
ATTEST:	
By:	
[Printed Name]	
[Printed Title]	
State of Iowa	
County of Polk	:ss
On this date:	11-11-13
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Carolyn Farlow to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board Secretary of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	11-11-13 
[SEAL]	
Notary Public in and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4/23/15

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

(See attached training plan)

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

Knoxville Industrial Park Lot 2
815 Weiler Dr.
Knoxville, IA 50138

DESCRIPTION OF PERSONAL PROPERTY

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
Weiler, Inc.
PROJECT #3**

Prepared By:
Kelly Mitchell
Business Consultant
DMACC Business Resources
Des Moines Area Community College

INTRODUCTION
Weiler, Inc.
PROJECT # 3

COMPANY BACKGROUND

Located in Knoxville, Iowa, Weiler manufactures equipment for the paving market. Weiler is a cutting-edge manufacturer with 176,000 square feet of manufacturing space. The facility is equipped with machine tools, weld area, powder and wet paint and assembly, allowing Weiler to better control quality and delivery for the majority of their machine components.

The base designs for our self-propelled road wideners and asphalt windrow elevators were created by Barber-Greene, a company that was purchased by Caterpillar® in the early 1990s. Weiler purchased the designs from Cat® in 2005 and established the Weiler brand name. Since then, we have made updates based on input from our customers and introduced extensions to both lines as well as expanding the Weiler line by adding self-propelled material transfer vehicles, a commercial paver and even most recently a static roller. Our mission at Weiler is to continue to invest in improvements and fill other needs in market.

Weiler products are offered nationally through the Cat® dealerships.

LOCATION OF PROJECT

Knoxville, IA

BASE HEAD COUNT

118

NUMBER OF NEW POSITIONS

42

PREVIOUS PROJECTS

1 & 2. All withholding is on schedule and all headcount requirements were met.

SUPPLEMENTAL INFORMATION

24 positions are eligible for the 1 ½% supplemental withholding.

PRELIMINARY DATE

3/23/12

PROJECT END DATE

3/23/15

**LIST OF POSITIONS
Weiler
PROJECT #3**

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Sales/Open	1	\$ 86.06
*Sales/Open	1	\$ 86.06
*Sales/Misser	1	\$ 80.65
*Engineer/Staris	1	\$ 27.40
*Engineer/Open	1	\$ 27.40
*Engineer/Nelsen	1	\$ 26.92
*Engineer/Roorda	1	\$ 26.44
*Technical Writer/Milledge	1	\$ 24.04
*Welder/Thomas	1	\$ 21.00
*Machining/Gulbranson	1	\$ 18.93
*Machining/Lunford	1	\$ 18.03
*Welder/Redding	1	\$ 18.00
*Welder/Becker	1	\$ 18.00
*Assembler/Pickering	1	\$ 17.50
*Welder/Rowland	1	\$ 17.50
*Welder/Hornath	1	\$ 16.50
*Assembler/Little	1	\$ 16.50
*Machining/Marshall	1	\$ 16.00
*Assembler/Davis	1	\$ 16.00
*Welder/Chidester	1	\$ 16.00
*Assembler/Lynch	1	\$ 16.00
*Welder/Engleld	1	\$ 16.00
*Assembler/Selix	1	\$ 15.86
*Painter/Legan	1	\$ 15.66
Machining/ Wichhart	1	\$ 15.03
Assembler/Fawcett	1	\$ 15.00
Computer Support Specilist/Bingham	1	\$ 15.00
Assembler/Jerrie	1	\$ 14.96
Assembler/ Mccullough	1	\$ 14.86
Assembler/ Rankin	1	\$ 14.66
Assembler/Blom	1	\$ 14.66
Assembler/ Showers	1	\$ 14.50
Assembler/ Moore	1	\$ 14.36
Machining/ Thudium	1	\$ 14.36
Machining/ Simmons	1	\$ 14.36
Assembler/ Oldham	1	\$ 14.36
Assembler/Long	1	\$ 14.36
Machining/ Open	1	\$ 14.30
Painter/Parker	1	\$ 14.11
Machining/ Smith	1	\$ 14.02
Customer Service Rep /Chapman	1	\$ 13.50
Cost Accountant/Crozier	1	\$ 12.50

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

Holidays:

11 Paid Days

Vacation:

Paid Hourly Employees 1-2 years 40 hours vacation – 3-5 years 80 hours vacation then an additional day each year until reaching 3 weeks paid vacation.

Salary Employees 1 – 5 years 2 weeks' vacation then an additional day each year until reaching 3 weeks paid vacation.

401(k) Plan:

John Hancock – Eligibility after 1 year of service

Life Insurance:

Mutual of Omaha / \$20,000 paid 100% by Weiler – Eligible after 1 year of service + additional Voluntary Life & AD&D offered after 1 year of service.

Health and Dental Insurance:

Eligibility is the 1st of the month following 60 days of employment.

Weiler Plans 1 & 2 – Weiler pays approximately 80% on single plans and 60% on all other categories.

MefLife Dental – Weiler pays 80% of single plan and 60% on all other categories.

Vision Discount Program:

Avesis – Eligibility timeframe matches Health & Dental

(This is a discount program only not insurance.)

Safety RX eyeglass Program:

Weiler pays \$100.00 towards prescription safety glasses.

260E TRAINING PLAN

Company: **WEILER, INC**

Project # 3

IDENTIFIED NEEDS & EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPV II	MATERIALS	
						III	OJT IV
Job Skill:			\$ 81,202.00				
New Equipment Skills Training, i.e. CNC Lathe, Machining Centers, Manufacturing Skills Training, Blueprint Reading, Ladder Logic, Welding Certifications, electrical training, hydraulic, pneumatic training	The company expects employees to perform industry specific skills, operate machinery & equipment .	To provide specific training in the area of new equipment, blueprint reading, electrical and welding. Training from manufacturers of the company's vendors may be included. May include materials costs and travel.					
				\$ 17,500.00			
Technical Writing, Frame Maker 11, Photoshop C56, Solid Works	Advance Knowledge in Technical Writing	Technical Training provided by DMACC or other vendor source for current and future technical writers.					
				\$ 7,700.00			
Computer Training	Employees are expected to be able to use existing technology and new technology in the workplace -	Technical training that may include, but is not limited to ERP Intuitive upgrades, Excel, CADD, Access, Production Planning and other software training as needed for growth. Consulting may also be used.					
				\$ 6,500.00			
OSHA Training for Safety	Strong understanding of Safety.	Training may include short courses, workshops, conferences,					
Harassment/Other Workplace Behaviors		seminars, credit classes, continuing education classes and customized training. Asphalt Paving Conferences may be included. May consider Lean Operations and other quality and continuous improvement training.					
				\$ 8,700.00			
1st Aid/CPR Training/1st Responder							
				\$ 9,853.00			
Customer Service Training	To have obtained excellent Customer Service skills, phone etiquette skills						
				\$ 2,500.00			
Phone Etiquette Training							
				\$ 1,849.00			
Sales Training / Conventions							
				\$ 7,300.00			
Asphalt Paving							
				\$ 5,400.00			
Professional Memberships with training applications.	To be used as a consistent resource.						
				\$ 3,500.00			

260E TRAINING PLAN

Company: **WEILER, INC**

Project # 3

IDENTIFIED NEEDS & EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPV II	MATERIALS	
						III	OJT IV
Quality/Continuous Improvement	Employees will be able to identify waste, improve quality and streamline processes.						
Supv/Mgmt			\$ 17,000.00				
Legal Training may include but is not limited to FMLA, FLSA, Law Seminar, workers comp, confidentiality - Performance Management - Supervisory/Management - Essential Skills Training - Substance Abuse Training	Leaders will have the skills to better manage employees and increase employee performance	DMACC and/or other vendors may provide training that can include instruction in areas such as, performance management, substance abuse, essential skill sets, better communications, and other managerial subjects Consulting may also be included.				\$ 9,000.00	
Human Resource Conferences & Legal Seminars	To gain knowledge and stay abreast of current laws	State and National Conferences/Seminars				\$ 8,000.00	
Materials			\$ 5,000.00				
Comprehensive Training Materials such as audio visual equipment, computers, software, videos, manuals and other training materials. Books/Manuals on Management, Sales, HR, Engineering	Employees may have access to a training area that has proper equipment and materials. Reference materials for managers/supervisors	Materials such as audio visual equipment, software, videos, manuals and other training materials and / or online training				\$ 5,000.00	
OJT			\$103,201				
New Employees will receive job specific skill training at the workplace until they produce consistent and predictable quality	Employees will have the skills needed by Weiler to perform their day-to-day tasks.	Please refer to the supporting document for the types of OJT training that occurs with Assemblers, Machinist, Paint, Welders, Engineers, Sales,					\$ 103,201.00
GRAND TOTALS			\$ 206,403.00	\$ 81,202.00	\$ 17,000.00	\$ 5,000.00	\$ 103,201.00



(V.) ON THE JOB TRAINING PLANT & OFFICE EMPLOYEES

- SAFETY, PPE
- HOIST TRAINING, how to inspect before use, straps, labels, tonnage, lifting
- QUALITY TRAINING, welds, paint, components, hardware
- PRINT READING, electrical schematics, ladder logic (when applicable), hydraulic schematics when applicable, Weiler blueprints, voltages, troubleshooting
- TOOLS, grinding, cutting (proper use of), impact wrenches, torque wrenches
- B.O.M. (Weiler bill of materials)
- MANUFACTURING SYSTEM INTUITIVE ERP, how to navigate
- PARTS MANUALS (WEILER), hardcover and on the computer
- PROTOTYPE ASSEMBLY OF HEAVY EQUIPMENT
- HOW TO INSTALL COMPONENTS WITH HARDWARE

Note: The "Assembler" training is provided by the Assembler Technicians or Engineer Technicians. Safety training is provided by the Safety Manager.

- ❖ ELECTROSTATIC PAINT GUNS
- ❖ SAFETY, PPE
- ❖ WASTE DISPOSAL, paint recycling
- ❖ PRESSURE WASH PUMP
- ❖ STEPS FOR PROCESSING PRE-TREATMENT
- ❖ DAILY PROCESS OF PAINT DEPARTMENT

Note: Training is provided by the Paint Department Managers and Safety Manager

- FORKTRUCK TRAINING, safety and instruction on use

Note: Training provided by the Safety Manager.

- MANUFACTURING SYSTEM INTUITIVE ERP
- SAFETY
- PROTOTYPE MACHINES, constant direction on the new design
- MANUFACTURING PROCESSES AND CAPABILITIES
- QUALITY CONTROL PROCESS
- THE DESIGN OF JIGS AND FIXTURES
- B.O.M.

Note: Training provided by Senior Design Engineer or Chief Engineer. Safety training is provided by the Safety Manager.

- ❖ Machining Center, 6100 & 5300
- ❖ CNC Lathes
- ❖ Drill
- ❖ Saw
- ❖ Bender
- ❖ Laser
- ❖ Safety
- ❖ How to read Weiler Blue Prints
- ❖ How to keep track of Production (production sheet tracking)
- ❖ How to read and full fill Weiler Run Schedule

Note: Training provided by Senior/Specialist Machinist. Safety training is provided by department and Safety Manager.

- MANUFACTURING SYSTEM INTUITIVE ERP ACCOUNTING
- ACCOUNTS PAYABLE FUNDAMENTALS
- ACCOUNTS PAYABLE PAYMENTS
- ACCOUNTS RECEIVABLES
- ACCESS IN CONJUNCTION WITH ERP SYSTEM

Note: Training provided by the Financial Coordinator and IT

- ❖ TERRITORY SALES TRAINING
- ❖ PRODUCT KNOWLEDGE TRAINING - SALES
- ❖ ADMINISTRATIVE TRAINING – SALES i.e. expense reports etc...

Note: Training provided by the Territory Sales Manager

- New Hire Training – Handbook
- New Hire Training – Phone System

Note: Training provided by HR & IT.

NEW PHONE SYSTEM – 9/2012 VOIP TRAINING – All Office employees 1 ½ hour training session.

Note: Much of the training was performed by the vendor; however, one-on-one OJT training came from IT after the session.

- # DOMAIN, Weiler Domain
- # HOW TO set up computers for Weiler employees.
- # INSTALLATION of SolidWorks, AutoCad, Intuitive ERP, Printer set-ups, Wireless access points, Backup Exec Program, Exchange.

Note: Training provided by IT Manager.

I. JOB SKILLS TRAINING:

New equipment Skills training, i.e. CNC Lathe, Machining Centers
Manufacturing Skills Training, blueprint reading, ladder logic, welding certifications etc...
Software training i.e. Solid Works, Auto Cad, Access, Excel etc...
Technical Writing, Frame Maker 11, Photoshop C56
Computer Training
OSHA Training for Safety Committee Members
Harassment and other workplace behaviors
1st AID/CPR TRAINING / ANNUAL
Customer Service Training
Phone Etiquette Training
Sales Training / Convention
Quality/continuous Improvement

II. SUPERVISORY SKILLS

Legal Training may include but is not limited to, FMLA, FLSA, law seminars, workers comp, and confidentiality.
Performance Management
Supervisory/Management essential skill sets
Substance Abuse Topic

III. TRAINING MATERIALS

Materials such as audio visual equipment, computers, software, videos, manuals and other training materials, manuals, books, or on-line for Management, Sales, HR, Engineering.

On- Line Training

IV. DMACC FEE \$

V. ON THE JOB TRAINING \$103,201

See pg. 1

**TRAINING BUDGET
FOR
Weiler, Inc.
PROJECT #3**

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

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

I.	JOB SKILL TRAINING	\$81,202
	New equip skills training (CNC lathe, Machining Centers, mfg. skills training, blueprint reading, ladder logic, weld certify, electrical, hydraulic, pneumatic) Technical writing, Frame Maker 11, Photoshop C56, SolidWorks Computer skills (Microsoft Office, ERP, CADD, Production Planning) Safety (OSHA, 1 st Aid, CPR, 1 st Responder) HR Compliance (Respectful workplace, etc) Soft Skills (customer service, phone etiquette) Sales Training QC/Continuous Improvement	
II.	SUPERVISORY SKILLS	\$17,000
	Legal compliance/training (FMLA, FLSA, business law, workers comp, perf mgmt., supervisory mgmt., substance abuse)	
III.	TRAINING MATERIALS	\$5,000
	Materials used for purposes of training only (a/v, computers, software, training videos, manuals, books, etc)	
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$103,201
	(see attached comprehensive training itinerary)	
	TOTAL TRAINING BUDGET	\$206,403

The training began 3/23/12 and will continue to 3/23/15.

Upon receipt of proper documentation, reimbursement to Weiler, Inc. 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 Weiler, Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND WINDSOR WINDOW COMPANY

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

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

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

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

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

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

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Windsor Window Company, West Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$25,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as

may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College:	<u>Des Moines Area Community College</u>
	<u>1111 Army Post Road</u>
	<u>Des Moines, IA 50315</u>
Business:	<u>Windsor Windows & Doors</u>
	<u>900 S 19th Street</u>
	<u>West Des Moines, IA 50265</u>

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

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

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

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

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to

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

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

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

Des Moines Area Community College

Community College



Authorized Signature

Joe Pregel, Board President

Type Name and Title

Windsor Windows & Doors

Business



Authorized Signature

PETE CIVARRO Division HR. MGR.

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

11-11-13

Date

Email Address

900 S. 19th street

West Des Moines, IA 50265

Address

10/7/13

Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Windsor Window Company
Project #3**

August 1, 2013

**Training Plan and Budget
For
Windsor Window
WTED Project**

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

	Cost	260F Cost
I. Job Skill Training	\$ 8,000.00	\$3825.00
Windsor Window's training will include, but is not limited to the following: computer training, Lean 101, 5S, Process Flow, Safety Training: Hazmat, Lockout/Tagout, CPR, HR Training		
II. Management/Supervisory Skills	\$21,000.00	\$17000.00
Windsor Window is planning to do a need assessment and then implement Leadership training and coaching based on the assessment findings. Leadership Development training may include but is not limited to the following: Management, Supervisory and Leadership topics, strategy and planning, interviewing, performance management, accountability, execution, and the legal side of management.		
III. Materials and Supplies	\$650.00	\$425.00
Windsor Window may get training supplies and materials that include but are not limited to the following: Books, videos, DVDs, CDs, training manuals or online training.		
IV. Administrative Costs	\$ 3,750	\$3,750
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
Total	\$33,400.00	\$25,000

The training began 8/1/2013 with completion anticipated by 8/1/2015. 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 50 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date. 8/1/2013

II. Training end date. 8/1/2015

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

50

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills	\$5,337.00	40	Value of Wages & Benefits	11,000.00
Management /Supervisory	\$23,720.00	10	Value of Facilities	
Training Materials	\$593.00		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	\$11,000.00
Total Training Cost	\$29,650.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29,650.00
Administration Cost	\$3,750.00
Total Project Cost (training cost + administration cost)	\$33,400.00
Amount of Company Cash Match	\$8,400.00
Award Amount	\$25,000.00

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

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

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

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

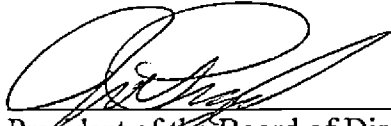
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Capital City Fruit Co., Norwalk, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of 25,000.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>Capital City Fruit</u>
	<u>1850 Colonial Pkwy.</u>
	<u>Norwalk, IA 50211</u>

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

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

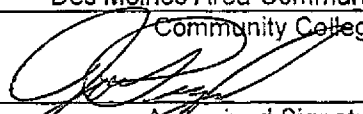
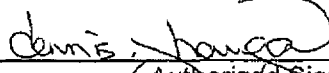
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may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

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

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

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

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

<u>Des Moines Area Community College</u>	<u>Capital City Fruit</u>
<u>Community College</u>	<u>Business</u>
	
<u>Authorized Signature</u>	<u>Authorized Signature</u>
<u>Joe Pusch, Board President</u>	<u>DENNIS J HORGAN HR MGR</u>
<u>Type Name and Title</u>	<u>Type Name and Title</u>
	<u>dennis@capitalcityfruit.com</u>
	<u>Email Address</u>
<u>2006 South Ankeny Blvd.</u>	<u>1850 Colonial Parkway</u>
<u>Ankeny, IA 50023</u>	<u>NORWALK, IA</u>
<u>Address</u>	<u>Address</u>
<u>11-11-13</u>	<u>Sept. 26, 2017</u>
<u>Date</u>	<u>Date</u>

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Capital City Fruit Co.
Project #2**

May 22, 2013

**Training Plan and Budget
For
Capital City Fruit
WTED Project**

The following Training Plan reflects the expected training activities for Capital City Fruit. The company will participate in some, if not all, of the following activities.

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

This training plan has been designed by Capital City Fruit staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$7,500.00	6,000.00
<p>Capital City Fruit is excited about the opportunity to train their employees on various topics including, but not limited to the following: Policy and Accountability Training, Lean 101, 5S, Sales and Negotiations, Safety: Forklift and Hand Jack Training, Labeling training, HR training and Project Management.</p>		
II. Management/Supervisory Skills	\$15,000.00	11,000.00
<p>With the hiring of several new managers and the need to manage their growth Capital City Fruit's training may include, but is not limited to Management/Leadership skills: ABC's of Management, The Hiring Process, Corrective Action, Coaching, Interview Process, and Crucial Accountability.</p>		
III. Materials and Supplies	\$7,150.00	4250.00
<p>CCF will need specific training materials and supplies which may include, but is not limited to the following: books, videos, DVD, Audio CD and other online training materials.</p>		
IV. Administrative Costs	\$ 3,750	\$3,750
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
Total	\$33,400.00	\$25,000

The training began 5/22/13 with completion anticipated by 5/22/13. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMAACC and this training plan will be made on an applied for basis.

The company will train at least 75 unduplicated employees and will show, at the completion of the contract, \$8,400 in-kind cash match. This match will be linked to the training as outlined in this plan.

SECTION 6. TRAINING PLAN

I. Training start date.	<u>5/22/13</u>	
II. Training end date.	<u>5/22/15</u>	
Note- Training plans can be written for a maximum of two years		
III. <u>TOTAL UNDUPLICATED</u> number of employees to be trained.	75	

TRAINING ACTIVITIES TO BE PROVIDED

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

Training Activity	Training Cost	# To be Trained	In-Kind Match	
Job Skills	7,5000.00	70	Value of Wages & Benefits	11,000.00
Management/Supervisory	15,000.00	5	Value of Facilities	
Training Materials	7150.00		Value of Equipment:	
			Value of Supplies	
			Other:	
			Total In-Kind Match	
Total Training Cost	\$29,650.00			

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$29,650.00
Administration Cost	\$3750.00
Total Project Cost (training cost + administration cost)	\$33,400.00
Amount of Company Cash Match	\$8400.00
Award Amount	\$25,000.00

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$15,000; and

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

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

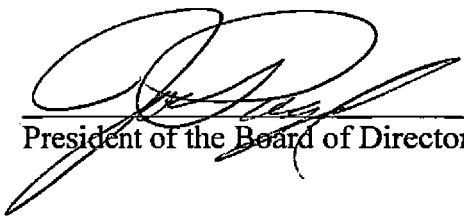
NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



SECRETARY OF THE BOARD OF
DIRECTORS

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and EMCO Enterprises, Inc., Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

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

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Business:	<u>EMCO Enterprises, Inc.</u>
	<u>2121 E. Walnut St.</u>
	<u>Des Moines, IA 50317</u>

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

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

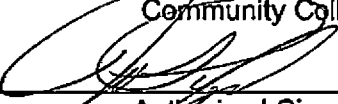
Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Business and their respective permitted successors and assigns. This Contract may not be assigned by the Business without the express written consent of the Community College and may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

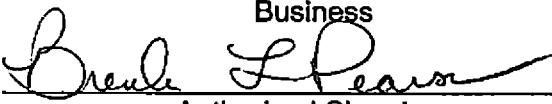
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

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

Des Moines Area Community College
Community College

Authorized Signature
Joe Puel, Board President
Type Name and Title

EMCO Enterprises, Inc.
Business

Authorized Signature
Brenda Pearson, HR Mgr Andersen Corp (EMCO)
Type Name and Title

2006 South Ankeny Blvd.
Ankeny, IA 50023
Address
11-11-13
Date

Brenda.pearson@andersencorp.com
Email Address
2121 E. Walnut St.
Des Moines, IA 50317
Address
9/23/13
Date

**WORKFORCE TRAINING AND ECONOMIC
DEVELOPMENT TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**EMCO Enterprises, Inc.
Project #7**

August 13, 2013

SECTION 6. TRAINING PLAN

I. Training start date. 8/13/2013

II. Training end date. 8/13/2015

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

40

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

TRAINING ACTIVITIES TO BE PROVIDED

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

Attach a detailed description for each training activity.

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>In-Kind Match</i>	
Management & Supervisory Skills: Continued ESL training for varied levels of employees Continued GED training Organization of a Leadership forum including training in the areas of communication, MBTI and personality traits and supervisory skills	10,530.00	35	<i>Value of Wages & Benefits</i>	30,174.00
Job Specific Skills: IEMT/Industrial maintenance training including a skills/gap analysis and appropriate training as determined Safety training Human Resource required training and new staff training programs	5265.00	5	<i>Value of Facilities</i>	
Materials: Video training series	1755.00		<i>Value of Equipment:</i>	
			<i>Value of Supplies</i>	
			<i>Other:</i>	

			<i>Total In-Kind Match</i>
Total Training Cost	17,500.00		

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$17,550.00
Administration Cost	\$2,632.50
Total Project Cost (training cost + administration cost)	\$20,182.50
Amount of Company Cash Match	\$5,182.50
Award Amount	\$15,000.00

A. Explain why the business needs the training identified in the training plan.

EMCO employs a diverse ethnic population. Some employees speak little to no English. ESL training is needed to increase employees' awareness on safety and quality concerns. It will also help to know key manufacturing terms to assist in the implementation of standard work and other Lean tools.

B. Describe how this training will contribute to the continued existence of the business.

ESL training will allow the current non-English speaking population the ability to submit their continuous improvement suggestions, understand quality and standard work documents, etc., which will decrease costs and improve efficiencies of the business. These improvements allow the business to maintain the expected profits for the enterprise as a whole.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

ESL training will help the employees at EMCO as well as if they leave the company. Their future employer will be more likely to hire someone who speaks English and is familiar with common manufacturing terms.

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

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

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

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



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 November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Action Reprographics, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of 15,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

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

Employer: Action Reprographics
5037 NE 15th St.
Des Moines, IA 50313

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College



Authorized Signature

Joe Puzio, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

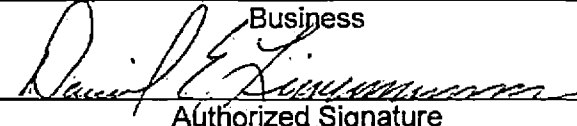
Address

11-11-13

Date

Action Reprographics

Business



Authorized Signature

DANIEL E LIENEMANN VICE PRESIDENT

Type Name and Title

dan@actionrepro.com

Email Address

5037 NE 14th St.

Des Moines, IA 50313

Address

9/30/13

Date

260F-4 (03/00)

~~Revised 03/00~~

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Action Reprographics, Inc.
Project #1**

August 1, 2013

SECTION 6. TRAINING PLAN

I. Training start date. 8/1/2013

II. Training end date. 8/1/2015

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

5

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

TRAINING ACTIVITIES TO BE PROVIDED

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

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>Position Title</i>	<i>Average Wage</i>
<p>Job Skills Training:</p> <p>The following training activities are intended to assist employees of Action Reprographics to improve their knowledge and training in a variety of areas including, but not limited to: Oce equipment training, printer servicing and advanced training, Cyrious software training, and industry specific training related to printing and graphics.</p> <p>Employees plan to attend seminars and receive training organized by RSA (Reprographic Services Association) and SGIA (Specialty Graphic Imaging Association).</p> <p>Training is to be provided by DMACC and/or outside vendors as it relates to business specific and technical skills. This may include classes, seminars, workshops, consulting or training.</p>	17,550.00	5	General Manager-1 Sales Manager-1 IT Service Tech-1 Graphic Designers-1 Production Manager-1	32.00 36.00 15.00 16.50 20.00
Total Training Cost	17,550.00			

<i>In-Kind Match</i>	
<i>Value of Wages & Benefits</i>	15,000.00
<i>Value of Facilities</i>	
<i>Value of Equipment:</i>	
<i>Value of Supplies</i>	
<i>Other:</i>	
<i>Total In-Kind Match</i>	15,000.00

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$17,550.00
Administration Cost	\$2,632.50
Total Project Cost (training cost + administration cost)	\$20,182.50
Amount of Company Cash Match	\$5,182.50
EDA Award Amount (Maximum award is \$25,000)	\$15,000.00

49

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CO-LINE WELDING, 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 Co-Line Welding, 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 \$50,000; and

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

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

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

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

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

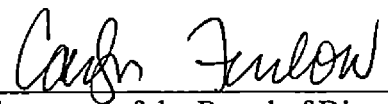
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



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 November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Co-Line Welding, Inc., Lynville, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$50,000, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Co-Line Welding</u>
	<u>1041 Cordova Ave.</u>
	<u>Lynnville, IA 50153</u>

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College



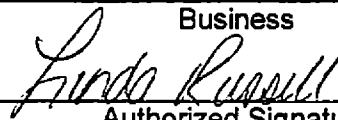
Authorized Signature

Joe Puzel, Board President

Type Name and Title

Co-Line Welding

Business



Authorized Signature

Linda Russell

Type Name and Title

lrussell@colineweld.com

Email Address

2006 South Ankeny Blvd.

1041 Cordova Ave.

Ankeny, IA 50023

Address

Lynnville, IA 50153

Address

11-11-13

Date

9-24-13

Date

260F-4 (03/00)

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Co-Line Welding, Inc.
Project #2**

July 16, 2013

E. Please indicate other benefits provided by the business:

Dental Insurance: Yes

Vision Insurance: No

Life Insurance: Yes

Short Term and/or Long Term Disability coverage: Yes

401(k) Plan and/or Pension Plan: Yes

Other Benefits: Yes

Tax free flex plans, PTO, Paid vacation, 9 paid holidays, quarterly bonus, year end seniority gift, tuition reimbursement, employee referral rewards, attendance rewards, free lunch, work apparel reimbursement

SECTION 6. TRAINING PLAN

I. Training Start Date:	7/16/2013
II. Training End Date:	7/16/2015
III. TOTAL UNDUPLICATED number of employees to be trained:	146

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												
Leadership Training	\$52,001.00	PDG Consultants meet with supervisory group 4 times monthly, plus individual training throughout the four days they are on site. Cost is \$3600/mo.												
<table border="1"> <thead> <tr> <th>Title</th> <th>Wage</th> <th># To be Trained</th> </tr> </thead> <tbody> <tr> <td>Team Leader</td> <td>\$20.63</td> <td>3</td> </tr> <tr> <td>Supervisor</td> <td>\$20.63</td> <td>6</td> </tr> <tr> <td>Manager</td> <td>\$20.63</td> <td>5</td> </tr> </tbody> </table>			Title	Wage	# To be Trained	Team Leader	\$20.63	3	Supervisor	\$20.63	6	Manager	\$20.63	5
Title	Wage	# To be Trained												
Team Leader	\$20.63	3												
Supervisor	\$20.63	6												
Manager	\$20.63	5												
Human Resources Training	\$375.00	Compliance and awareness training for: Drug Awareness, FMLA/ADA, Respectful workplace, Harassment, FLSA												
Job Skill: Safety	\$2,500.00	Develop & deliver safety training related to personal safety; use of equipment												
Total Training Cost:														
\$59,176.00														

Training Activity	Training Cost	Description
Job Skill: Production Processes	\$500.00	and general factory safety such as Lock out/Tag out, Angle Grinder Safety, Tornado/Fire drill, hazard awareness, start-up meeting safety topics for the day, hearing evaluation and conservation
Job Skill Training: Advanced Technology	\$2,900.00	Develop and deliver internal training classes such as: work orders 101, labeling 101, Kan Ban containers, measuring tools, fork truck training, technical training. Internal training classes are available to any Co-Line employee who is interested in learning.
Co-Line Goals & Metrics	\$900.00	Obtain external training in advanced manufacturing technology or other technological topics such as: press brake forming, laser operation and programming, computer controlled machining centers, robotic systems and computer software.
	\$900.00	The entire company meets quarterly to review productivity, quality and on-time delivery results as well as review goals for the next quarter.
	Total Training Cost: \$59,176.00	

PROJECT COSTS AND AWARD AMOUNT

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

Yes

Total Training Cost	\$ 59,176.00
Admin % Rate	12.674 %
Administration Cost	\$ 7,500.00
Total Project Cost (training cost + administration cost)	\$ 66,676.00
Cash Match % Rate	25.01 %

Amount of Business Cash Match	\$ 16,676.00
EDA Award Amount	\$ 50,000.00

In-Kind Match

Value of Wages & Benefits	\$10,213.16
Value of Facilities	\$0.00
Value of Equipment	\$0.00
Value of Supplies	\$0.00
Other	\$0.00
Total In-Kind Match	\$10,213.16

A. Explain why the business needs the training identified in the training plan.

To remain competitive in a global environment, Co-Line needs employees equipped with the skills necessary to provide the best service to clients. Managers, supervisors and team leaders receive high-level leadership training in order to be prepared to lead their groups of various sizes, skill levels and personalities.

B. Describe how this training will contribute to the continued existence of the business.

By investing in their employees, Co-Line will help develop their skills which in turn helps the customer. In order to meet the ever-changing needs of the customer, Co-Line must be able to provide services at a competitive price. A highly-skilled workforce is the best way to provide multiple products and services, enabling them to expand their offerings to current and future customers.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

These training programs will improve employee productivity, increase their technical skills, work habits and their understanding of the business in general. By advancing their personal and professional knowledge, an employee's value increases if they have skills that transfer across multiple roles.

D. Is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities?

Yes

If no, please explain:

E. The application documents that all considerations, including funding required to begin the training project have been addressed.

Yes

SECTION 7. ANTICIPATED TRAINING OUTCOMES

TRAINING OUTCOME	Current	Anticipated	Actual
I. INCREASE WORKER PRODUCTIVITY (please select those that you want to measure)			
<input type="checkbox"/> Decrease worker absenteeism	0 %	0 %	0 %
<input type="checkbox"/> Decrease worker turnover rate	0 %	0 %	0 %
<input type="checkbox"/> Increased equipment utilization	0 %	0 %	0 %
<input type="checkbox"/> Reduced overtime	\$0.00 \$	\$0.00 \$	\$0.00 \$
<input type="checkbox"/> Decreased downtime	0 hrs	0 hrs	0 hrs
<input type="checkbox"/> Reduced material handling	0 hrs	0 hrs	0 hrs
<input type="checkbox"/> Other			
II. IMPROVE SAFETY (please select those that you want to measure)			
<input checked="" type="checkbox"/> Decrease on-the-job injuries	14 #	9 #	0 #

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

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

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

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

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

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

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



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 November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Moehl Millwork, Inc., Ankeny, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

ARTICLE III PAYMENT AND SECURITY

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

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

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50023</u>
Employer:	<u>Moehl Millwork</u>
	<u>5150 SE Rio Court</u>
	<u>Ankeny, IA 50021</u>

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

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

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

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

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

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

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

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

Des Moines Area Community College

Community College



Authorized Signature

Joe Pineda, Board President

Type Name and Title

Moehl Millwork

Business



Authorized Signature

Don Rudd, President

Type Name and Title

drudd@moehlmillwork.com

Email Address

2006 South Ankeny Blvd.

5150 SE Rio Court

Ankeny, IA 50023

Address

Ankeny, IA 50021

Address

11-11-13

Date

10.03.13

Date

260F-4 (03/00)

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Moehl Millwork, Inc.
Project #4**

August 16, 2013

SECTION 6. TRAINING PLAN

I. Training start date. 8/16/2013

II. Training end date. 8/16/2015

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

20

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

TRAINING ACTIVITIES TO BE PROVIDED

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

<i>Training Activity</i>	<i>Training Cost</i>	<i># To be Trained</i>	<i>Position Title</i>	<i>Average Wage</i>
Job Skills Training: Employees will participate in a variety of trainings including, but not limited to: computer and agility training, safety, product specific training required and provided by various vendors, accounting continuing education classes, driving training and forklift training. Training may be in the form of classes, conferences and/or consulting.	25,650	20	Accounting-1 Inventory Control Specialist-1 Purchaser-2 Salesperson-4 Sales Support-5 Service-2 HR Specialist-1 Operations-4	26.00 20.91 22.82 35.50 19.27 18.81 20.80 16.17
Management/Supervisory Training: Employees will participate in a new management series covering topic areas such as: delegating work, conducting performance reviews, providing positive feedback and leading your staff. Employees will also participate in an MBTI	2000	7	Manager-7	38.50

assessment. Training may be in the form of classes, conferences, and on-site consulting.				
Training Materials: Training materials may include any books, magazine or online subscriptions designed to provide additional industry-specific training. A new computer kiosk may also be included to provide training to new employees as well as current staff.	2000		All staff	\$22.13
Total Training Cost	29,650			

<i>In-Kind Match</i>	
<i>Value of Wages & Benefits</i>	\$15,000
<i>Value of Facilities</i>	
<i>Value of Equipment:</i>	
<i>Value of Supplies</i>	
<i>Other:</i>	
Total In-Kind Match	\$15,000

PROJECT COSTS AND AWARD AMOUNT

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

Yes No

Total Training Cost	\$ 29,650
Administration Cost	\$ 4,447.50
Total Project Cost (training cost + administration cost)	\$34,097.50
Amount of Company Cash Match	\$9,098.00
EDA Award Amount (Maximum award is \$25,000)	\$25,000

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SCRANTON MANUFACTURING COMPANY INC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

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

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$14,364; and

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

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

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

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



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 November 11, 2013 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Scranton Manufacturing Company Inc., Carroll, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

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

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

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III
PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$14,364, is issued by IEDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Economic Development Authority shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

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

ARTICLE VII MISCELLANEOUS

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

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

Employer: Scranton Manufacturing
217 North Griffith Road
Carroll, IA 51401

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

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

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

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

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

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

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

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

Des Moines Area Community College

Scranton Manufacturing

Community College

Business

Authorized Signature

Authorized Signature

Joe Pyzel, Board President

Jim Ober VP Operations

Type Name and Title

Type Name and Title

jobber@newwaytrucks.com

Email Address

2006 South Ankeny Blvd.

101 State Street

Ankeny, IA 50023

Scranton, Iowa, 51462

Address

Address

11-11-13

09/23/2013

Date

Date

260F-4 (03/00)

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

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Scranton Manufacturing Company Inc.
Project #1**

February 1, 2013

**Training Plan
For
Scranton Manufacturing**

260F Project #1

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

I. **Job Skill Training \$14,364.00**

The following activities are intended to assist employees of Scranton Manufacturing to improve their knowledge and practice of Welding training and Professional Skill Development such as Safety training, Customer Service and Sales Training, Management training, Computer Skills Training, Continuous Improvement training, and/or tuition reimbursement,

- Scranton Mfg in Carroll will have employees go through MIG training and certification. This will allow them to become skilled in the operations of gas metal arc welding. They will receive training in welding in the vertical and overhead positions.
- Training, classes, and/or seminars to help develop Professional Skills. May include time management, project management, safety, negotiation skills, Sexual Harassment, Problem Solving, Communications, and/or coaching and counseling.

Scranton Manufacturing (continued)

- DMACC and outside vendors may provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.
- Classes, seminars, and training sessions to provide sales and customer service training to Scranton Manufacturing employees to help grow the business and create satisfied customers.
- Classes, seminars, and training for software and business system training as it relates to Scranton Manufacturing's business. May include Microsoft products training.
- DMACC and/or outside vendors may provide training and/or consulting as it relates to continuous improvement. Classes such as Workplace Lean, Lean 101, Value Stream Mapping, and/or Kaizen may be included.

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

Training will begin on February 1, 2013 with completion anticipated for February 1, 2013. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

Scranton Manufacturing has competitors in Canada and Mexico. By capturing a larger share of the market, it will help decrease the importation of foreign made goods into the USA.

L. Do the business's current products help diversify Iowa's economy?

Yes

If yes, please explain:

With so few competitors in Iowa, the products that Scranton Manufacturing manufactures will help diversify Iowa's economy.

M. Does the business's have a plan for future potential growth and for product diversification?

Yes

If yes, please explain:

Scranton Manufacturing plans for future potential growth and for product diversification by expanding and promoting products that meet the needs of the industry. New products will help them get into new markets and this will help them generate growth.

SECTION 5. EMPLOYEE INFORMATION

A. How many permanent employees does the business currently employ? 29

Number of full-time employees: 29 Number of part-time employees: 0

B. What is the average hourly wage for all full-time employees? \$15.35

C. What is the current Fiscal Year: County Wage: \$16.03 Regional Wage: \$17.36

D. Does the business provide health insurance for employees? Yes

E. Please indicate other benefits provided by the business:

Dental Insurance: Yes

Vision Insurance: Yes

Life Insurance: Yes

Short Term and/or Long Term Disability coverage: Yes

401(k) Plan and/or Pension Plan: Yes

Other Benefits: Yes

Wellness program

SECTION 6. TRAINING PLAN

I. Training Start Date: 2/1/2013

II. Training End Date: 2/1/2015

III. TOTAL UNDUPLICATED number of employees to be trained: 15

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						
Welding Training	\$15,000.00	Welding training to be provided						
<table border="1"> <thead> <tr> <th>Title</th> <th>Wage</th> <th># To be Trained</th> </tr> </thead> <tbody> <tr> <td>Welder</td> <td>\$14.65</td> <td>15</td> </tr> </tbody> </table>	Title	Wage	# To be Trained	Welder	\$14.65	15		
Title	Wage	# To be Trained						
Welder	\$14.65	15						
Professional Skill Development	\$2,000.00	Training to be provided in the way of Professional Skills. This may include soft skills training, tuition reimbursement, coaching and counseling, teambuilding, project management, time management, and/or management training.						
	Total Training Cost: \$17,000.00							

[Refresh](#)

PROJECT COSTS AND AWARD AMOUNT

For a program award of less than \$5,000, the business will provide in-kind matching funds. In-kind matching funds

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

No

Total Training Cost	\$ 17,000.00
Admin % Rate	12.673 %
Administration Cost	\$ 2,154.00
Total Project Cost (training cost + administration cost)	\$ 19,154.00
Cash Match % Rate	25.01 %
Amount of Business Cash Match	\$ 4,790.00
EDA Award Amount	\$ 14,364.00

In-Kind Match

Value of Wages & Benefits	\$4,500.00
Value of Facilities	\$1,000.00
Value of Equipment	\$0.00
Value of Supplies	\$2,500.00
Other	\$0.00
Total In-Kind Match	\$8,000.00

A. Explain why the business needs the training identified in the training plan.

Scranton Manufacturing is in a competitive industry and it's important that their employees are well trained. Welding is a primary function of this manufacturing facility, so training welders to do a quality job is of critical importance to the business. Also, professional skills may need to be developed that will help them in such areas as teambuilding, customer service, sales, project management, time management, coaching and counseling, and possibly management training. These soft skills may be important to be developed in employees as they work to meet and exceed the expectations of their customers.

B. Describe how this training will contribute to the continued existence of the business.

Having well trained employees is important to the productivity and profitability of Scranton Manufacturing. If employees are doing their jobs well, that may help in the growth of the business. As a business grows, it improves the likelihood that the company will continue to exist.

C. What skills will the employee acquire from the training and how will these skills improve the employee's marketability?

By developing the skills listed above, employees will be well trained and that may help the company to become more productive and profitable. That may assist in the growth of the company, which may create new opportunities for employees to take advantage of. Well trained employees will be better suited to fill these possible new roles.

D. Is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities?

Yes

If no, please explain:

E. The application documents that all considerations, including funding required to begin the training project have been addressed.

Yes

SECTION 7. ANTICIPATED TRAINING OUTCOMES

TRAINING OUTCOME	Current	Anticipated	Actual
I. INCREASE WORKER PRODUCTIVITY (please select those that you want to measure)			
Decrease worker absenteeism	0	0	0
	%	%	%
Decrease worker turnover rate	0	0	0
	%	%	%
Increased equipment utilization	0	0	0
	%	%	%
	\$0.00	\$0.00	\$0.00

Des Moines, Iowa
November 11, 2013

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of November, 2013, at 4:00 p.m., at the Center for Career & Professional Development at Southridge Campus of the College located in Des Moines, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Carl Metzger	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND BREIHZOLZ CONSTRUCTION COMPANY.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, 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 Breiholz Construction Company (the "Company") and four other companies (together, the "Consortium"), 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 at their facilities located in the merged area served by the College, 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 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, and the Company's portion of the Fund Advance is \$27,260; and

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

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

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

therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

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

Passed and approved this 11th day of November, 2013.



President of the Board of Directors

ATTEST:




Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on November 11, 2013, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of November, 2013.



SECRETARY 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 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and the following employers and their locations:

Breiholz Construction Company
1527 Maine Street
Des Moines, IA 50314

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 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:

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;
- © 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 each Employer.
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 with all local, state, and federal affirmative action requirements.

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 Department of Economic Development, 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 Department of Economic Development. 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 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 \$27,260.00, 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 EDA.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the EDA, 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. Events of Default. 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 solely against the Employers(s) which is "in default". The penalty shall be based on the Employer's share of the project award, with each Employer's share determined by the ratio of each Employer's employees to be trained compared to the total number of employees at all of the Employers to be trained.

(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 Employer.

(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 the EDA.

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

(H) The 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 in behalf of 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 EDA the amount of penalty determined by the EDA in accordance with the provisions of Article VI, Section 6.1, (A-C). The Employer shall also pay interest on the amount to be repaid at the rate of 6 % per annum. Interest shall accrue from the issuance date specified on the Project Award check to the date of payment.

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 EDA 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 % per annum. Interest shall accrue from the issuance date specified on the Project Award to the date of payment.

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

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

Section 6.7. In the event any agreement contained in this Contract should be breached by 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 EDA 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 EDA for appropriate collection action. Upon such assignment, any further obligations of the Community College hereunder shall cease.

**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

Employer: Breiholz Construction Company

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.

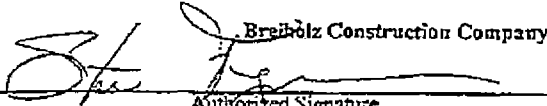
Section 7.3. This Contract shall be for the benefit of and be binding in accordance with its terms upon the Community College, each Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College 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.

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


Breibolz Construction Company
Authorized Signature
STEVE FERGUSON PRESIDENT
Type Name And Title

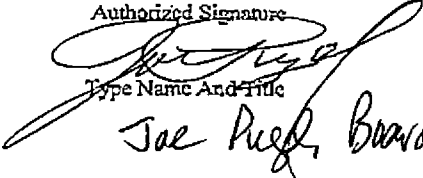
1527 Maine St. Des Moines, IA 50314

Address

OCTOBER 17, 2013

Date

Employer


Authorized Signature
Joe Ruff, Board President
Type Name And Title

Address

Date

11-11-13

Employer

Authorized Signature

Type Name And Title

Address

Date

Employer

Authorized Signature

Type Name And Title

Address

Date

Employer

Authorized Signature

Type Name And Title

Address

Date

Employer

Authorized Signature

Type Name And Title

Address

Date

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

Des Moines Area Community College

Authorized Signature

Type Name And Title

Address

Date

**IOWA JOBS
TRAINING PROGRAM**

**RETRAINING PROJECT
TRAINING PLAN**

for

**Breiholz Construction Company
Consortium Project**

May 1, 2013

Section 6. SHARED TRAINING NEED

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

Companies are constantly struggling to place quality individuals in the right positions. Educational programs and training opportunities give these individuals the tools they need to be successful. A successful employee will result in improved production and delivery, plant appearance, safety record and compliance with environmental rules/permits. Common themes to achieve goals revolve around developing management and communication skills, improving attitudes, understanding financial aspects and increasing knowledge about all operations. In addition, team building, safety, employee buy-in or ownership of projects and programs seem to be important elements if success is to be achieved. Providing managers, at all levels, the tools to help do their jobs is the key move to the next level.

There are a number of tools available to help in the process. This program will focus on the educational component: management, communication and related skill development. Providing a program that keeps adult learners engaged and from which they can benefit is very important. Attempts to provide all aspects of a management training program in one or two sessions are generally not successful. Educational sessions which spread material out over several sessions experience a much higher percentage of retained learning.

Oldcastle Materials dba Cessford, River Products Company Incorporated, Brieholz Performance Management 1. The program outlined below will be for upper, middle, and plant managers. It will be offered through four community colleges. It will be comprised of ten different sessions which can be presented in 5 eight hour sessions.

Suggested core curriculum:

- * Essential Skills for Managers
- * Situational Leadership
- * Building Trust, Credibility and Influence
- * Coaching
- * Coping with Difficult People
- * Guiding Conflict Resolution
- * Leading Staff Through Change
- * Effective Teamwork
- * Improving Personal Effectiveness
- * Finance for Non-Financial Managers

M.R. Falk, Falkstone, Oldcastle Material dba Cessford, River Products

Focus Groups. Needs Assessment: The purpose of the needs assessment is to dialog with Performance Management Institute 1 participants to ascertain the impact of the first PMI series on performance improvement and determine the training needed to continue to elevate the performance culture at each company. The needs assessment will include spending the day in focus group sessions with a small number (no more than 8) company leaders. Several 90 minute focus groups can be offered each day at each company. Following the four focus groups an individual report will be written outlining the themes of each company and an overall report will be written.

M.R. Falk, Falkstone, Oldcastle Material dba Cessford

Performance Management 2. These sessions will be developed utilizing the results of the focus groups. Each session will consist of two days of training focusing on the specific needs assessed during the small group sessions. Each session delivered will be customized to the company requested training. What worked during the PMI 1, what didn't work, what was learned, and coaching.

Safety training could include Forklift, Fall Protection, Protective Personal Equipment, Fall Protection, etc.

PMI 1

Per Program Cost \$ 17,500.00
(5 days/program)

	# of Programs		To CC	Catering Est
OMG	3	\$ 52,500.00	\$ 9,000.00	\$ 6,000.00
Brieholz	1	\$ 17,500.00	\$ 3,000.00	\$ 2,000.00
River Prod	1	\$ 17,500.00	\$ 3,000.00	\$ 2,000.00
		\$ 87,500.00	\$ 15,000.00	\$ 10,000.00
				\$ 112,500.00

25% Match

OMG	Brieholz	Falk/Falkstone	River Prod	
\$ 94,950.00	\$ 22,500.00	\$ 12,550.00	\$ 35,050.00	165,050
\$ 0.5753	0.1363	\$ 0.0760	0.2124	
\$ 38,352.21	\$ 9,088.20	\$ 5,069.20	\$ 14,157.40	\$ 66,667.00
115,060	27,260	15,200	42,480	200,000

Focus Grps

Per Day Cost \$ 2,250.00

	# of Days			
OMG	3	\$ 6,750.00	\$ 1,800.00	\$ 1,800.00
L.R.Falk/Falkstone	1	\$ 2,250.00	\$ 500.00	\$ 600.00
River Products	1	\$ 2,250.00	\$ 500.00	\$ 600.00
		\$ 11,250.00	\$ 2,800.00	\$ 3,000.00
				\$ 17,050.00

TTC	\$ 231,884.00	21,605.79	\$ 231,884.00
Admin 15%	\$ 34,783.00	4,740.43	\$ 34,783.00
TPC	\$ 266,667.00	36,346.72	\$ 266,667.00
Match	\$ 66,667.00	9,088.20	\$ 66,667.00
Award Amt	\$ 200,000.00	27,260.00	\$ 200,000.00

PMI 2

Per Program Cost \$ 3,500.00
(2 days/program)

	# of Programs			
OMG	3	\$ 10,500.00	\$ 3,000.00	\$ 3,600.00
River Products	1	\$ 7,000.00	\$ 1,000.00	\$ 1,200.00
L.R. Falk/Falkstone	1	\$ 7,000.00	\$ 1,000.00	\$ 1,200.00
		\$ 24,500.00	\$ 5,000.00	\$ 6,000.00
				\$ 35,500.00

TOTAL \$ 165,050.00

Award Amt \$ 200,000.00
 Match needed \$ 66,667.00
 Trng to Co \$ 165,217.00

**Des Moines Area Community College
Balance Sheet
October 31, 2013**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
ASSETS								
Current Assets:								
Cash in Banks and Investments	\$ 15,698,195	\$ 49,788,302	\$ 7,797,670	\$ 1,990,806	\$ (36,564)	\$ (52,530)	\$ (5,761,590)	\$ 69,424,289
Accounts Receivable	14,686,994	61,213,582	88,034	17,174	220,000	-	(505,214)	75,720,570
Student Loans	-	-	-	-	-	176,140	-	176,140
Deposits & Prepaid Expenses	47,728	237,790	-	-	-	-	25,000	310,518
Inventories	34,449	-	279,682	-	-	-	-	314,131
Due to/from Other Funds	-	-	-	-	-	-	-	-
Total Current Assets	<u>30,467,366</u>	<u>111,239,674</u>	<u>8,165,386</u>	<u>2,007,980</u>	<u>183,436</u>	<u>123,610</u>	<u>(6,241,804)</u>	<u>145,945,648</u>
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	146,773,854	146,773,854
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	16,482,588	16,482,588
Less accumulated depreciation	-	-	-	-	-	-	(63,519,441)	(63,519,441)
Total Fixed Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>99,737,001</u>	<u>99,737,001</u>
TOTAL ASSETS	<u>\$ 30,467,366</u>	<u>\$ 111,239,674</u>	<u>\$ 8,165,386</u>	<u>\$ 2,007,980</u>	<u>\$ 183,436</u>	<u>\$ 123,610</u>	<u>\$ 93,495,197</u>	<u>\$ 245,682,649</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 3,450,601	\$ 7,414,356	\$ 141,395	\$ 31,649	\$ -	\$ -	\$ 198,548	\$ 11,236,549
Long Term Liabilities	1,447,000	69,932,589	3,372,637	1,500	-	-	2,118,410	76,872,136
Deferred Revenue	14,562,715	33,526,331	-	-	-	-	-	48,089,046
Deposits Held in Custody for Others	7,461	-	-	1,974,831	-	-	-	1,982,292
Total Liabilities	<u>19,467,777</u>	<u>110,873,276</u>	<u>3,514,032</u>	<u>2,007,980</u>	<u>-</u>	<u>-</u>	<u>2,316,958</u>	<u>138,180,023</u>
Fund Balance:								
Unrestricted	10,999,589	-	4,651,354	-	-	-	-	15,650,943
Restricted-Specific Purposes	-	366,398	-	-	183,436	123,610	4,243,418	4,916,862
Net Investment in Plant	-	-	-	-	-	-	86,934,821	86,934,821
Total Fund Balance	<u>10,999,589</u>	<u>366,398</u>	<u>4,651,354</u>	<u>-</u>	<u>183,436</u>	<u>123,610</u>	<u>91,178,239</u>	<u>107,502,626</u>
TOTAL LIABILITIES & FUND BAL	<u>\$ 30,467,366</u>	<u>\$ 111,239,674</u>	<u>\$ 8,165,386</u>	<u>\$ 2,007,980</u>	<u>\$ 183,436</u>	<u>\$ 123,610</u>	<u>\$ 93,495,197</u>	<u>\$ 245,682,649</u>

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Four Months Ended October 31, 2013

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$ 19,055,704	\$ 59,574	\$ 84,060	\$ 191,966	\$ -	\$ -	\$ 550	\$ 19,391,854
Local Support (Property Taxes)	2,438,920	4,268,825	-	-	-	-	2,438,479	9,146,224
State Support	10,769,587	3,317,552	500	-	-	-	400,000	14,487,639
Federal Support	647,367	1,232,984	36,377	56,475	12,678,884	-	-	14,652,087
Sales and Services	299,637	1,122	1,358,718	29,746	-	-	8,644	1,697,867
Training Revenue / Fund 1 ACE	1,005,286	3,378,321	-	-	-	-	-	4,383,607
Other Income	497,093	2,179,330	404,740	534,239	792	-	51,748	3,667,942
Total Revenue	<u>34,713,594</u>	<u>14,437,708</u>	<u>1,884,395</u>	<u>812,426</u>	<u>12,679,676</u>	<u>-</u>	<u>2,899,421</u>	<u>67,427,220</u>
Transfers In - General	<u>263,830</u>	<u>206,748</u>	<u>43,740</u>	<u>50,195</u>	<u>3,250</u>	<u>-</u>	<u>1,970,721</u>	<u>2,538,484</u>
Total Revenue and Transfers In	<u>\$ 34,977,424</u>	<u>\$ 14,644,456</u>	<u>\$ 1,928,135</u>	<u>\$ 862,621</u>	<u>\$ 12,682,926</u>	<u>\$ -</u>	<u>\$ 4,870,142</u>	<u>\$ 69,965,704</u>
Expenditures:								
Instruction	\$ 17,028,514	\$ 3,651,520	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,680,034
Academic Support	3,731,057	24,384	-	-	-	-	-	3,755,441
Student Services	3,285,744	610,481	-	-	-	-	-	3,896,225
Instructional Support	6,099,141	4,297,773	-	-	-	-	-	10,396,914
Operation and Maintenance of Plant	2,483,779	3,696,559	-	-	-	-	-	6,180,338
Auxiliary Enterprise Expenditures	-	-	1,026,428	-	-	-	-	1,026,428
Scholarship Expense	-	-	-	-	12,673,692	(1,525)	-	12,672,167
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	7,399,567	7,399,567
Agency Fund Expense	-	-	-	509,696	-	-	-	509,696
Total Expenditures	<u>32,628,235</u>	<u>12,280,717</u>	<u>1,026,428</u>	<u>509,696</u>	<u>12,673,692</u>	<u>(1,525)</u>	<u>7,399,567</u>	<u>66,516,810</u>
Transfers Out - General	<u>1,691,030</u>	<u>704,685</u>	<u>47,240</u>	<u>88,045</u>	<u>7,484</u>	<u>-</u>	<u>-</u>	<u>2,538,484</u>
Total Expenditures and Transfers Out	<u>34,319,265</u>	<u>12,985,402</u>	<u>1,073,668</u>	<u>597,741</u>	<u>12,681,176</u>	<u>(1,525)</u>	<u>7,399,567</u>	<u>69,055,294</u>
Net Increase (Decrease) for the Period	658,159	1,659,054	854,467	264,880	1,750	1,525	(2,529,425)	910,410
Fund Balance at Beginning of Year	<u>10,341,430</u>	<u>(1,292,656)</u>	<u>3,796,872</u>	<u>1,134,198</u>	<u>181,686</u>	<u>122,085</u>	<u>93,707,665</u>	<u>107,991,280</u>
Fund Balance at End of Period	<u>\$ 10,999,589</u>	<u>\$ 366,398</u>	<u>\$ 4,651,339</u>	<u>\$ 1,399,078</u>	<u>\$ 183,436</u>	<u>\$ 123,610</u>	<u>\$ 91,178,240</u>	<u>\$ 108,901,690</u>

**DES MOINES AREA COMMUNITY COLLEGE
INVESTMENT RECAP
October 31, 2013**

DEPOSITORY ACCOUNTS

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 12,061,342	0.07%	Money Market
Various Checking Accounts	\$ 228,691	0.32%	Checking Accounts
Wells Fargo Bank - Ankeny	\$ 43,705	0.15%	Money Market
Sub Total	\$ 12,333,738		

DMACC INVESTMENTS

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank of the West		\$ 13,055,351	0.24%	Checking Accounts
West Bank		\$ 2,256,528	0.20%	Investment Account
West Bank		\$ 2,000,000	0.45%	9/28/2014
Wells Fargo		\$ 471,983	0.15%	Investment Account
Sub Total		\$ 17,783,862		

					<u>Calculated Term Months</u>
Bankers Trust - Cedar Rapids	December 12, 2011	\$ 65,000	0.90%	November 16, 2013	23.5
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 - Des Moines	June 29, 2012	\$ 1,065,000	0.45%	November 29, 2013	17.3
Federal Home Loan Mortgage Gold Pool	August 30, 2011	\$ 4,935	5.05%	July 1, 2014	34.5
Federal National Mortgage Association	August 17, 2011	\$ 1,120	5.05%	April 25, 2017	69.3
Federal National Mortgage Association Pooled	August 12, 2010	\$ 17	1.00%	October 1, 2013	38.2
Great Western Bank	October 24, 2012	\$ 1,900,000	0.40%	April 24, 2014	18.2
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	\$ 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		\$ 18,495,813	0.30%	Money Market	
Wells Fargo - Ankeny Money Market		\$ 8,362,173	0.15%	Money Market	
ISJIT Diversified Fund		\$ 7,631	0.01%	Money Market	
ISJIT INVESTMENTS					
Total ISJIT Investments		\$ 39,306,689	0.01%	last month	
			0.01%	last year	
Grand Total of Investments		\$ 69,424,289			
Grand Total Weighted Average of Investments			0.26%		
			0.26%	last month	
			0.38%	last year	

DES MOINES AREA COMMUNITY COLLEGE
Detail of Liabilities
October 31, 2013

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Payables:								
Trade Accounts Payable	\$ (152,525)	\$ 113,129	\$ 31,559	\$ 24,650	\$ -	\$ -	\$ 166,586	\$ 183,399
Long Term Payables (Bonds)	-	64,295,000	3,385,000	-	-	-	2,095,000	69,775,000
Unamortized Discount on Bonds	-	(364,752)	(47,520)	-	-	-	-	(412,272)
Unamortized Premium on Bonds	-	275,825	5,157	-	-	-	3,410	284,392
Interest Payable	-	751,514	86,336	-	-	-	30,462	868,312
Accrued Liabilities:								
Wages and Salary	3,472,961	2,741,445	23,500	7,000	-	-	1,500	6,246,406
Accrued Vacation	1,447,000	117,000	30,000	1,500	-	-	20,000	1,615,500
Health Insurance Payable	-	3,627,867	-	-	-	-	-	3,627,867
Dental Insurance Payable	-	165,931	-	-	-	-	-	165,931
Early Retirement - Insurance	-	-	-	-	-	-	-	-
Other Post-Employment Benefits	-	5,609,516	-	-	-	-	-	5,609,516
Employee deductions and benefits	67,038	14,470	-	-	-	-	-	81,508
Due to Other Funds:	-	-	-	-	-	-	-	-
Due to DMACC Foundation:	-	-	-	-	-	-	-	-
Deferred Revenue:								
Tuition and Fees	14,562,715	-	-	-	-	-	-	14,562,715
Property Tax	-	-	-	-	-	-	-	-
Other	-	(2,438)	-	-	-	-	-	(2,438)
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	8,309,424	-	-	-	-	-	8,309,424
260E Training Funds	-	22,740,996	-	-	-	-	-	22,740,996
260E Administrative Fees	-	2,478,349	-	-	-	-	-	2,478,349
Other Liabilities:								
Leaseholds payable	63,127	-	-	-	-	-	-	63,127
Funds Held in Trust / Deposits	7,461	-	-	575,752	-	-	-	583,213
Fund Balance	-	-	-	1,399,078	-	-	-	1,399,078
Deferred Compensation Account	-	-	-	-	-	-	-	-
Total	\$ 19,467,777	\$ 110,873,276	\$ 3,514,032	\$ 2,007,980	\$ -	\$ -	\$ 2,316,958	\$ 138,180,023

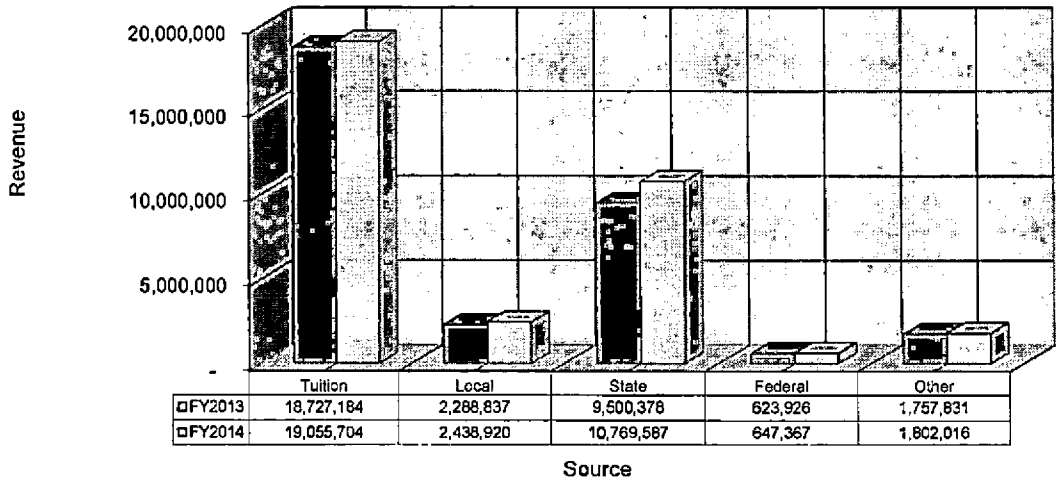
**Des Moines Area Community College
Fiscal Year Ending June 30, 2014 Budget Report
Summary by Fund (All Funds)
For The Four Months Ended October 31, 2013**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 103,313,375	\$ 107,347,072	\$ 34,977,424		\$ 72,369,648
Restricted Current	2	47,762,212	61,960,648	14,644,456		47,316,192
Auxiliary	3	3,516,968	3,581,968	1,928,135		1,653,833
Agency	4	675,905	695,905	862,621		(166,716)
Scholarship	5	26,940,434	26,845,259	12,682,926		14,162,333
Loan	6	5,000	5,000	-		5,000
Plant (Note 1)	7	<u>9,553,975</u>	<u>13,450,888</u>	<u>4,870,142</u>		<u>8,580,746</u>
Total Revenue		\$ 191,767,869	\$ 213,886,740	\$ 69,965,704		\$ 143,921,036
Expenditures						
Unrestricted Current	1	\$ 102,628,391	\$ 104,068,846	\$ 34,319,265	\$ 42,220,046	\$ 27,529,535
Restricted Current	2	50,018,014	64,526,088	12,985,402	4,509,337	47,031,349
Auxiliary	3	3,872,110	3,948,167	1,073,668	1,226,033	1,648,466
Agency	4	666,130	839,702	597,741	245,453	(3,492)
Scholarship	5	26,960,434	26,960,434	12,681,176	-	14,279,258
Loan	6	5,000	5,000	(1,525)	-	6,525
Plant (Note 1)	7	<u>16,157,648</u>	<u>15,606,250</u>	<u>7,399,567</u>	<u>3,031,058</u>	<u>5,175,625</u>
Total Expenditures		\$ 200,307,727	\$ 215,954,487	\$ 69,055,294	\$ 51,231,927	\$ 95,667,266

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

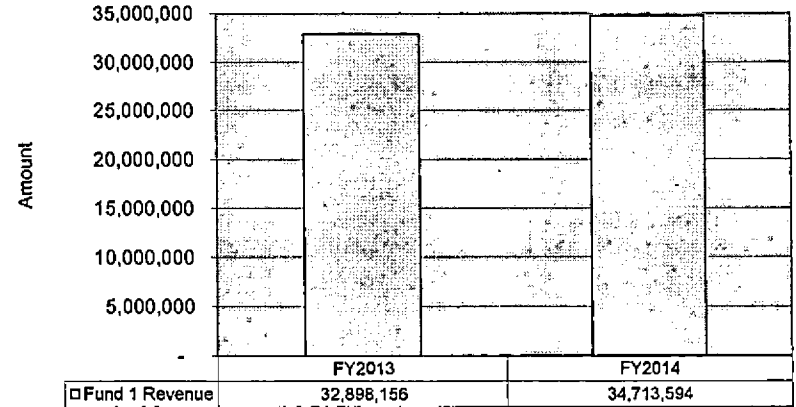
**Des Moines Area Community College
Revenue Comparison With Prior Year
For The Four Months Ended October 31, 2013**

**Fund 1 Revenue Comparison by Source
October 31, 2013**



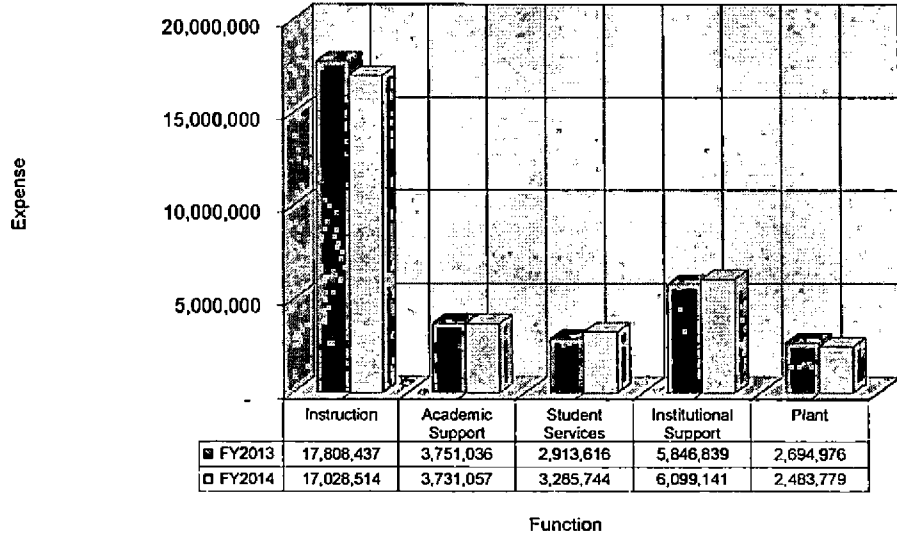
Tuition Increase	1.75%
Overall Increase	5.52%

**Fund 1 Revenue
October 31, 2013**

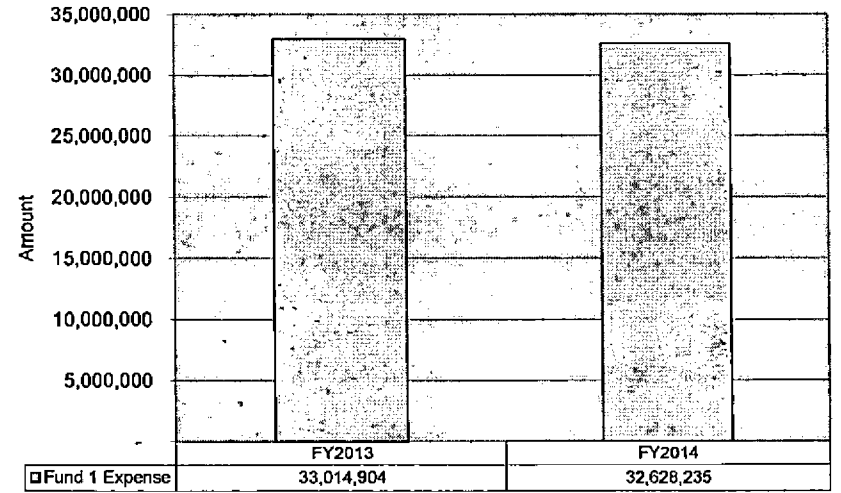


**Des Moines Area Community College
Expense Comparison With Prior Year
For The Four Months Ended October 31, 2013**

**Fund 1 Expense Comparison by Function
October 31, 2013**



**Fund 1 Expense
October 31, 2013**



Overall Decrease -1.17%

**DMACC REVENUE AND EXPENDITURES
(Including Transfers)
For The 4 Months Ended October 31, 2013**

