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**Board of Directors Meeting Minutes** 

4-13-2020

## Board of Directors Meeting Minutes (April 13, 2020)

DMACC

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# Board of Directors Des Moines Area Community College

## Public Hearing April 13, 2020 – 4:00 p.m.

## Electronic Meeting

## Agenda

- 1. Call to order.
- Roll call.
- 3. Consideration of tentative agenda.
- 4. Acknowledgment of public hearing.
- Public comments.
- 6. <u>Board Report 20-016.</u> Urban Campus, Parking Lot Project.
- 7. <u>Board Report 20-017.</u> Replacement of Building 2 Elevator at Legacy Plaza.
- 8. Adjourn.

## Board of Directors Des Moines Area Community College

PUBLIC HEARING April 13, 2020 A special meeting of the Des Moines Area Community College Board of Directors was held electronically due to COVID-19 restrictions on April 13, 2020. Board Chair Joe Pugel called the meeting to order at 4:02 p.m.

ROLL CALL

Members connected electronically: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Cheryl Langston\*, Denny Presnall, Joe Pugel, Madelyn Tursi.

Members absent: Jim Knott.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; staff.

CONSIDERATION OF TENTATIVE AGENDA

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

ACKNOWLEDGEMENT OF PUBLIC HEARING

Board Secretary Carolyn Farlow reported that the notice of the time and place for the Public Hearing for the Urban Campus Parking Lot project was published on the DMACC website on Monday, March 16. The notice of the time and place for the Public Hearing for the Replacement of the Building 2 Elevator at Legacy Plaza was published on the DMACC website on Wednesday, March 25.

No written objections have been received.

\*Langston arrives at 4:04 p.m.

**PUBLIC COMMENTS** 

None.

URBAN CAMPUS, PARKING LOT PROJECT

<u>Board Report 20-016</u>. Attachment #1. Halterman moved; seconded by Tursi recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the Urban Campus, Parking Lot Project and recommending that the Board award the contract to All Star Concrete, LLC.

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

REPLACEMENT OF BUILDING 2 ELEVATOR AT LEGACY PLAZA, NEWTON <u>Board Report 20-017</u>. Attachment #2. Greiner moved; seconded by Gallagher recommending that the Board adopt the resolution approving plans and specifications, form of contract and estimated costs for the Replacement of Building 2 Elevator at Legacy Plaza and, based on the recommendation of the Architect, recommending that the Board reject all bids received for the Legacy Plaza Building 2 Elevator Replacement project.

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

ADJOURN

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

JOE PUGEL, Board Chair

CAROLYN FARLOW, Board Secretary

April 13, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

The members of the Board investigated and found that notice of a public hearing on the proposed plans, specifications, form of contract and estimated costs for the Urban Campus Parking Lot Expansion Project had been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposed plans, specifications, form of contract and estimated costs for the Urban Campus Parking Lot Expansion Project, the President announced that all interested persons attending the hearing would now be given an opportunity to express their views for or against the proposal. The following interested persons attending the hearing expressed their views as follows:

(Here set out the names of interested persons appearing and summaries of any views expressed. If none, insert the word "None.")

After all interested persons who appeared at the meeting who desired to do so had expressed their views for or against the proposal, there was introduced and caused to be read a resolution entitled "A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE URBAN CAMPUS PARKING LOT EXPANSION PROJECT." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted as follows:

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

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

Matters were then discussed concerning the awarding of the construction contract for the Urban Campus Parking Lot Expansion Project. Following a discussion of the proposal, there was introduced and eaused to be read a resolution entitled "A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE URBAN CAMPUS PARKING LOT EXPANSION PROJECT." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted as follows:

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

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

\* \* \* \* \*

Upon motion and vote, the meeting adjourned.

Joseph Pugel, President of the Board of

Directors

Attest:

Carolyn Farlow, Secretary of the Board of Directors

#### RESOLUTION

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE URBAN CAMPUS PARKING LOT EXPANSION PROJECT.

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

WHEREAS, in connection with the construction of the Urban Campus Student Life Center and the Building 1 renovation, the College desires to undertake a parking lot expansion project consisting of 37 additional parking spaces on the south side of Building 5 at the College's Urban Campus; and

WHEREAS, Snyder & Associates, Inc. (the "Architect/Engineer") has prepared plans, specifications, a form of contract and estimated costs of the Urban Campus Parking Lot Expansion Project (the "Project"); and

WHEREAS, a public hearing has been held on the Project and the plans, specifications, form of contract and estimated costs therefore and all comments relating thereto have been heard.

NOW, THEREFORE, be it resolved by the Board of Directors of the Des Moines Area Community College, as follows:

- Section 1. That at the public hearing held on the Project, all interested persons who appeared at the hearing were given an opportunity to file their objections to the proposed plans, specifications, form of contract and estimated costs of the Project, and that all objections and comments have been heard and considered and all such objections are hereby overruled.
- Section 2. That the said plans, specifications, form of contract and estimates of costs are hereby approved as the plans, specifications, form of contract and estimates of costs for the Project.
- Section 3. That the 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 13th of April, 2020.

President of the Board of Directors

Attest:

Secretary of the Board of Directors

#### RESOLUTION

## A RESOLUTION AWARDING THE CONSTRUCTION CONTRACT FOR THE URBAN CAMPUS PARKING LOT EXPANSION PROJECT.

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

WHEREAS, in connection with the construction of the Urban Campus Student Life Center and the Building 1 renovation, the College desires to undertake a parking lot expansion project consisting of 37 additional parking spaces on the south side of Building 5 at the College's Urban Campus; and

WHEREAS, Snyder & Associates, Inc. (the "Architect/Engineer") has prepared plans, specifications, a form of contract and estimated costs of the Urban Campus Parking Lot Expansion Project (the "Project"); and

WHEREAS, a public hearing has been held on the Project and the plans, specifications, form of contract and estimated costs therefore and all comments relating thereto have been heard; and

WHEREAS, the College has advertised for, received, opened and considered construction bids for the Project based upon the plans and specifications for the Project; and

WHEREAS, the Architect/Engineer has tabulated and analyzed the bids and has recommended that the construction contract be awarded to All Star Concrete, L.L.C. of Ankeny, Iowa.

NOW, THEREFORE, be it resolved by the Board of Directors of the Des Moines Area Community College, as follows:

- Section 1. That the bid submitted by All Star Concrete, L.L.C. of Ankeny, Iowa in the amount of \$204,019.72 has been determined by the Board of Directors to be the best bid received by a responsible bidder in connection with the Project and that such bid is hereby approved and adopted.
- Section 2. That a contract substantially in the form heretofore approved by the Board of Directors for the construction of the Project shall be executed by the College.
- Section 3. That the 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 13th of April, 2020.

President of the Board of Directors

Attest:

Secretary of the Board of Directors

STATE OF IOWA )
SS:
COUNTY OF POLK )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate 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 April 13, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13th day of April, 2020.

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

April 13, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

<u>Name</u>	<u>Present</u>	Absent
Joseph Pugel, President Kevin Halterman Felix Gallagher Madelyn Tursi Fred Buic Fred Greiner Cheryl Langston Jim Knott Dennis Presnall		

The members of the Board investigated and found that notice of a public bearing on the proposed plans, specifications, form of contract and estimated costs for the Legacy Plaza Building 2 Elevator Replacement Project had been duly given according to law.

This being the time and place specified in the notice for the conduct of the public hearing on the proposed plans, specifications, form of contract and estimated costs for the Legacy Plaza Building 2 Elevator Replacement Project, the President announced that all interested persons attending the hearing would now be given an opportunity to express their views for or against the proposal. The following interested persons attending the hearing expressed their views as follows:

(Here set out the names of interested persons appearing and summaries of any views expressed. If none, insert the word "None.")

After all interested persons who appeared at the meeting who desired to do so had expressed their views for or against the proposal, there was introduced and caused to be read a resolution entitled "A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE LEGACY PLAZA BUILDINGS 2 ELEVATOR REPLACEMENT PROJECT." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted as follows:

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

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

Matters were then discussed concerning the results of the bid opening for the Legacy Plaza Building 2 Elevator Replacement Project and the architect's recommendation to reject the bid. Following a discussion, there was introduced and caused to be read a resolution entitled "A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE LEGACY PLAZA BUILDING 2 ELEVATOR REPLACEMENT PROJECT." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted as follows:

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

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

\* \* \* \* \*

Upon motion and vote, the meeting adjourned.

Joseph Pugel, President of the Board of

Directors

Attest:

Carolyn Farlow, Secretary of the Board of Directors

#### RESOLUTION

A RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE LEGACY PLAZA BUILDING 2 ELEVATOR REPLACEMENT PROJECT.

WHEREAS, Des Moines Area Community College (hercinafter 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

WHEREAS, the College desires to undertake an elevator replacement project consisting of replacement of the existing freight elevator with a new passenger elevator including associated mechanical and electrical items at the DMACC Legacy Plaza Building 2; and

WHEREAS, OPN Architects, Inc. (the "Architect/Engineer") has prepared plans, specifications, a form of contract and estimated costs of the Legacy Plaza Building 2 Elevator Replacement Project (the "Project"); and

WHEREAS, a public hearing has been held on the Project and the plans, specifications, form of contract and estimated costs therefore and all comments relating thereto have been heard.

NOW, THEREFORE, be it resolved by the Board of Directors of the Des Moines Area Community College, as follows:

- Section 1. That at the public hearing held on the Project, all interested persons who appeared at the hearing were given an opportunity to file their objections to the proposed plans, specifications, form of contract and estimated costs of the Project, and that all objections and comments have been heard and considered and all such objections are hereby overruled.
- Section 2. That the said plans, specifications, form of contract and estimates of costs are hereby approved as the plans, specifications, form of contract and estimates of costs for the Project.
- Section 3. That the 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 13th of April, 2020.

President of the Board of Directors

Attest:

#### RESOLUTION

A RESOLUTION REJECTING ALL BIDS RECEIVED FOR THE LEGACY PLAZA BUILDING 2 ELEVATOR REPLACEMENT PROJECT.

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

WHEREAS, the College desires to undertake an elevator replacement project consisting of replacement of the existing freight elevator with a new passenger elevator including associated mechanical and electrical items at the DMACC Legacy Plaza Building 2; and

WHEREAS, the College has advertised for, received, opened and considered construction bids for the Project based upon the plans and specifications for the Project; and

WHEREAS, the Architect has tabulated and analyzed the bids and reported that only a single bid was received and that such bid was above the anticipated budget for the Project, and has recommended that the College reject the bid.

NOW, THEREFORE, be it resolved by the Board of Directors of the Des Moines Area Community College, as follows:

Section 1. That all bids submitted for the Project are hereby rejected.

Section 2. The 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 13th of April, 2020.

President of the Board of Directors

Attest:

Secretary of the Board of Directors

STATE OF IOWA )
SS:
COUNTY OF POLK )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate 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 April 13, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thercof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13th day of April, 2020.

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

## Board of Directors Des Moines Area Community College

## Regular Meeting April 13, 2020 – Immediately following Public Hearing

### **Electronic Meeting**

## Agenda

- Call to order Immediately following Public Hearing.
- Roll call.
- Consideration of tentative agenda.
- 4. Public comments.
- Consent Items.
  - Consideration of minutes from March 9, 2020 Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
- Board Report 20-018. A resolution authorizing the Early Calling of New Jobs Training Certificates for Multiple Project 43.
- Board Report 20-019. A resolution extending the Designation of the College's Official
  Depository Bank and Extending the Designation of the Financial Institution that will process
  the College's Credit Card Transactions for the Five Years beginning July 1, 2020 and ending
  June 30, 2025.
- 8. <u>Board Report 20-020</u>. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **4 Seasons Fundraising**, **Inc.**
- Board Report 20-021. 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 Barilla America, Inc., Project #1.

- Board Report 20-022. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under Chapter 260F, Code of Iowa, for Northstar Power, LLC, Project #1.
- 11. <u>Board Report 20-023.</u> A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schuring & Uitermarkt PC**, **Project #2**.
- 12. Presentation of financial report.
- 13. President's report.
- 14. Campus updates.
- 15. Committee reports.
- 16. Board members' reports.
- 17. Information items:
  - ➤ May 11 Board Meeting, Carroll; 4:00 p.m.
  - May 25 Memorial Day Holiday All campuses closed.
  - ➤ July 22-24 IACCT Conference hosted by Western Iowa Tech Community College
- 18. Adjourn.

## Board of Directors Des Moines Area Community College

REGULAR BOARD MEETING April 13, 2020 The regular meeting of the Des Moines Area Community College Board of Directors was held electronically due to COVID-19 restrictions on April 13, 2020. Board Chair Joe Pugel called the meeting to order at 4:13 p.m.

**ROLL CALL** 

Members connected electronically: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Cheryl Langston, Denny Presnall, Joe Pugel, Madelyn Tursi.

Members absent: Jim Knott.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer; faculty and staff.

CONSIDERATION OF AGENDA

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

**PUBLIC COMMENTS** 

None.

CONSENT ITEMS

Tursi moved; seconded by Halterman to approve the consent items: a) Minutes from the March 9, 2020 Public Hearing and Regular Board Meeting; b) Human Resources Report (Attachment #1); and c) Payables (Attachment #2).

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

EARLY CALLING OF NEW JOBS TRAINING CERTIFICATES FOR MULTIPLE PROJECTS 43.

Board Report 20-018. Attachment #3. Tursi moved; seconded by Presnall recommending that the Board adopt a resolution authorizing the calling of bonds for Multiple Projects 43.

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

RESOLUTION EXTENDING
THE DESIGNATION OF THE
COLLEGE'S OFFICIAL
DEPOSITORY BANK AND
EXTENDING THE
DESIGNATION OF THE
FINANCIAL INSTITUTION
THAT PROCESSES CREDIT
CARD TRANSACTIONS

<u>Board Report 20-019</u>. Attachment #4. Halterman moved; seconded by Langston recommending that the Board adopt a resolution extending the designation of Bankers Trust of Des Moines as the Official College Depository for a five-year period beginning July 1, 2020 and ending June 30, 2025. It is also recommended that the designation of TSYS to process the College's credit card transactions be extended for a five year period beginning July 1, 2020 and ending June 30, 2025.

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

TRAINING	OR	RETR.	AINING
<b>AGREEME</b>	NTS		

Tursi moved; seconded by Greiner recommending that the Board approve

Items 8-11 as one consent item.

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

#### 4 Seasons Fundraising, Inc.

<u>Board Report 20-020</u>. Attachment #5. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **4 Seasons Fundraising**, Inc.

### Barilla America, Inc., Project #1

<u>Board Report 20-021</u>. Attachment #6. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under Chapter 260C, Code of Iowa, for Barilla America, Inc., Project #1.

### Northstar Power, LLC, Project #1

<u>Board Report 20-022</u>. Attachment #7. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under Chapter 260F, Code of Iowa, for Northstar Power, LLC, Project #1.

### Schuring & Uitermarkt PC, Project #2

<u>Board Report 20-023.</u> Attachment #8. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under Chapter 260F, Code of Iowa, for Schuring & Uitermarkt PC, Project #2.

#### FINANCIAL REPORT

Controller Ben Voaklander presented the March 2020 financial report as shown in Attachment #9 to these minutes.

#### PRESIDENT'S REPORT

The following staff presented overviews of recent activities at the College related to COVID-19 and the CARES Act: MD Isley, Shelli Allen, Ben Voaklander, Karen Stiles and Jenifer Owenson.

#### **CAMPUS UPDATES**

The following Provosts provided updates on activities and events at their campus/department: Joe DeHart, Anne Howsare-Boyens, Joel Lundstrom, Drew Nelson, and Tony Paustian.

### COMMITTEE REPORTS

None.

### **ADJOURN**

Tursi moved; seconded by Greiner to adjourn. Motion passed unanimously and at 5:38 p.m. Board Chair Joe Pugel adjourned the meeting. Aye- Buie, Gallagher, Greiner, Halterman, Langston, Presnall, Pugel, 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:

April 13, 2020

Page: 1 of 1

AGENDA ITEM

Human Resources Report

## **BACKGROUND**

There are no personnel actions to report at this time.

Report: FWRR040

Time:

Des Moines Area Comm College

Date: 04/02/2020

10:21 AM

American Lung Association

Ankeny Economic Developme

List of checks over \$2,500.00

from 27-FEB-2020 to 01-APR-2020

CHECK TRANSACTION ACCOUNT NUMBER VENDOR NAME CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE ABC Virtual Communication 655965 \$13,142.79 \$2,431.01 6265 Non Tort Equip Maint Software Service Agr \$10,022.23 6015 Economic Development Consultant's Fees \$689.55 Office of Exec Dir, Other Company Servic \$2,680.00 Iowa PAS-Post-Second Travel-In State Ackerman Investment Co 655966 \$168.00 6480 \$168.00 6480 Iowa PAS-Post-Second Travel-In State \$168.00 Iowa PAS-Post-Second Travel-In State 6480 \$1,000.00 6480 Iowa PAS-Post-Second Travel-In State \$84.00 Iowa PAS-Post-Second Travel-In State 6480 \$168.00 6480 Iowa PAS-Post-Second Travel-In State \$168.00 6480 Iowa PAS-Post-Second Travel-In State \$168.00 Iowa PAS-Post-Second Travel-In State \$84.00 Iowa PAS-Post-Second Travel-In State \$168.00 Iowa PAS-Post-Second Travel-In State 6480 \$84.00 6480 Iowa PAS-Post-Second Travel-In State \$168.00 Iowa PAS-Post-Second Travel-In State 6480 \$84.00 Iowa PAS-Post-Second Travel-In State 6480 6190 Plant Operations, Pe Utilities Alliant Energy 655971 \$14,729.42 \$3,407.08 \$4,407.57 6190 Boone Campus Housing Utilities Boone Campus Housing Utilities \$1,796.13 6190 Boone Campus Housing Utilities \$4,032.94 Athletic Concessions Utilities \$568.16 \$517.54 6190 Utilities Utilities American Heart Associatio \$2,892.40 \$2,892.40 Continuing Ed, Gener Materials & Supplies 655972

\$2,500.00

\$2,000.00

\$1,000.00

\$2,500.00

\$3,000.00

655973

655976



Page:

Office of Dean, Heal Sponsorships & Donat

6260 Office of the Presid Sponsorships & Donat

6040 Office of the Presid Memberships

1

List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

Time: 10:21 AM

Date:

Report: FWRR040

04/02/2020

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Auto Refinish Solutions	655980	\$27,038.50	\$21,538.50	6323	Equip Replacement In	
			\$5,500.00	6323	Iowa Auto Dealers-AS	Minor Equipment
Automatic Door Group Inc	655981	\$4,500.00	\$4,500.00	6090	Equip Replacement Sc	Maintenance/Repair o
B & H Photography	655983	\$22,050.00	\$22,050.00	6323	Equip Replacement He	Minor Equipment
Beirman Furniture	655985	\$3,537.46	\$1,366.46	6322	Equipment Replacemen	Materials & Supplies
			\$1,524.80	6323	Evelyn Davis Center	Minor Equipment
			\$646.20	6460	Motorcycle and Moped	Other Materials and
Body Parts Store	655987	\$2,810.06	\$897.88	6322		Materials & Supplies
			\$191.00	6322	Story County Academy	
			\$1,721.18	6322	Story County Academy	Materials & Supplies
Butt, Kevin Frederick.	655992	\$2,951.38	\$326.10	6480	Iowa PAS-Post-Second	Travel-In State
,		, ,	\$108.99	6321	Iowa PAS-Post-Second	Food
			\$50.85	6322		Materials & Supplies
			\$205.60	6322	Iowa PAS-Post-Second	Materials & Supplies
			\$2,000.00	6019	Iowa PAS-Post-Second	Prof Svcs-Individual
			\$102.74	6321	Iowa PAS-Post-Second	Food
			\$46.80	6322	Iowa PAS-Post-Second	Materials & Supplies
			\$110.30	6322	Iowa PAS-Post-Second	Materials & Supplies
Campus Town Apartments	655994	\$10,150.00	\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	_
			\$1,450.00	6210	Millennium Foundatio	_
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings
			\$1,450.00	6210	Millennium Foundatio	Rental of Buildings

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List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
****						
CenturyLink	656002	\$6,886.96	\$3,894.80		Campus Communication	
			\$2,992.16	6150	Campus Communication	Communications
City of Ankeny	656007	\$14,148.62	\$465.02	6190	Utilities	Utilities
-			\$161.97		Utilities	Utilities
			\$5,487.56	6190	Utilities	Utilities
			\$19.21		Utilities	Utilities
			\$794.14	6190	Physical Plant Opera	Utilities
			\$748.33	6190	Utilities	Utilities
			\$57.39	6190	Utilities	Utilities
			\$301.34	6190	Utilities	Utilities
			\$134.69	6190	Utilities	Utilities
			\$3,493.90	6190	Trail Point-Facility	Utilities
			\$36.24	6190	Utilities	Utilities
			\$62.30	6190	Utilities	Utilities
			\$134.69	6190	Utilities	Utilities
			\$109.30	6190	Utilities	Utilities
			\$97.55	6190	Utilities	Utilities
			\$29.19	6190	Utilities	Utilities
			\$85.80	6190	Utilities	Utilities
			\$109.30	6190	Utilities	Utilities
			\$1,820.70	6190	Utilities	Utilities
Computer Comforts, Inc	656009	\$18,188.44	\$18,188.44	6323	Equip Replacement He	Minor Equipment
Constellation NewEnergy G	656010	\$22,059.00	\$22,059.00	6190	Utilities	Utilities
CSI Software LLC	656015	\$2,667.25	\$2,667.25	6265	Trail Point-Facility	Software Service Agr
Cunningham Inc	656017	\$12,848.00	\$5,848.00 \$7,000.00		Buildings Equipment Equipment Replacemen	_

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\$1,350.00 6269 United Way-Evelyn Da Other Company Servic

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List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

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Kelly Services Inc

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Dallas County Auditor	656019	<b>\$3</b> ,755.62	\$3,755.62	6020	Board of Directors	Election Costs
Dallas Councy Additor	636013	93,755.02	\$3,733.62	0020	Board of Directors	Fiection coses
Des Moines Water Works	656023	\$3,747.32	\$63.39	6190	Utilities	Utilities
			\$851.48	6190	Utilities	Utilities
			\$488.91	6190	Utilities	Utilities
			\$405.73	6190	Utilities	Utilities
			\$1,937.81	6190	Utilities	Utilities
DiaMedical USA Equipment	656025	\$3,134.94	\$3,134.94	6323	Ankeny Career Academ	Minor Equipment
DMACC Foundation	656030	\$3,200.00	\$3,200.00	6930	Hospitality Careers	Other Current Expens
DRH Ark LLC	656034	\$54,760.22	\$33,280.50	6378	Criminal Justice Tra	Materials/Supplies f
			\$21,479.72	6378	Criminal Justice Tra	Materials/Supplies f
Embassy Suites	656036	\$19,595.71	\$3,838.83	6240	Iowa DECA	Group Meeting/Worksh
-			\$148.98	6240	Iowa DECA	Group Meeting/Worksh
			\$15,342.90	6240	Iowa DECA	Group Meeting/Worksh
			\$265.00	6240	Iowa DECA	Group Meeting/Worksh
Finishbinders Inc	656043	\$6,133.98	\$6,133.98	6322	Office of Exec Dir,	Materials & Supplies
Great Caterers of Iowa	656049	\$6,300.00	\$6,300.00	6321	Staff Development	Food
IMEG Corp	656059	\$18,144.14	\$18,144.14	6015	Carroll Welding Buil	Consultant's Fees
Iowa Student Loan Liquidi	65606 <b>9</b>	\$3,000.00	\$3,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
J J Keller and Associates	656070	\$3,095.49	\$3,095.49	6460	Transportation Insti	Other Materials and

\$3,348.20

656077

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List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
***************************************						
Kelly Services Inc	656077	\$3,348.20	\$1,998.20	6269	United Way-Evelyn Da	Other Company Servic
Lawn Pro	656082	\$3,143.75	\$3,143.75	6100	Plant Operations, St	Maintenance of Groun
		, ,			-	
MidAmerican Energy Co	656093	\$5,255.07	\$1,277.82	6190	Plant Operations - S	Utilities
			\$283.30	6190	Building Rental for	Utilities
			\$3,176.44	6190	Plant Operations - S	Utilities
			\$517.51	6190	Plant Operations - S	Utilities
Oracle Corporation	656106	\$4,032.61	\$175 82	6060	Non Tort Equip Maint	Maintenance/Repair o
oracle corporación	030100	44,032.01	\$3,856.79		Non Tort Equip Maint	
			43,030.72	0200	HOM TOTO Edath warme	borenare bervice ngr
Premier Staffing Inc	656116	\$16,377.24	\$624.38	6269	United Way-Citizens	Other Company Servic
			\$3,943.37	6269	United Way-Evelyn Da	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$5,384.49	6269	United Way-Evelyn Da	Other Company Servic
			\$249.75	6269	United Way-Citizens	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$4,015.25	6269	United Way-Evelyn Da	Other Company Servic
Quick Fuel	656118	\$4,187.01	\$2,424.20	6420	Transportation Insti	Vehicle Materials an
Quick ruei	939110	Ş4,107.01	\$1,762.81		Transportation Insti	
			91,702.01	0420	Transportation instr	venieze mecezzara di
Shive Hattery Inc	656126	\$29,497.50	\$29,497.50	6019	Urban Student Center	Prof Svcs-Individual
Summerfield Hotel LLC	656135	\$2,766.40	\$2,766.40	6269	Continuing Ed, 2 Day	Other Company Servic
Veel Hoeden Consulting LL	656148	\$7,532.50	\$7,532.50	6015	Softskills Training	Consultant's Fees
		, , , =====				
Wells Fargo Educational F	656149	\$6,500.00	\$2,750.00	1494	Fund 1 General Ledge	Partnership Loan Pro
_			\$1,750.00	1494	Fund 1 General Ledge	Partnership Loan Pro

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION		INDEX TITLE	ACCOUNT TITLE
VENDOR NAME	MOMBBE	CHECK AMOUNT	THOOMA			ACCOONT TITLE
Wells Fargo Educational F	656149	\$6,500.00	\$2,000.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Wex Bank	656152	\$8,677.89	\$540.59	6420	Non Tort Security In	Vehicle Materials an
			\$400.70	6420	Non Tort Security In	Vehicle Materials an
			\$200.00	6420	Transportation Insti	Vehicle Materials an
			\$412.11	6420	Office of the Dir, P	Vehicle Materials an
			\$2,882.12	6420	Vehicle Pool	Vehicle Materials an
			\$44.21	6420	Campus Communication	Vehicle Materials an
			\$173.49	6420	Building Trades	Vehicle Materials an
			\$70.73	6420	Auto Service	Vehicle Materials an
			\$62.55	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$39.64	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,086.42	6420	Grounds	Vehicle Materials an
			\$1,292.37	6420	Mechanical Maintenan	Vehicle Materials an
			\$91.72	6420	Physical Plant Opera	Vehicle Materials an
			\$171.68	6420	Physical Plant Opera	Vehicle Materials an
			\$439.65	6420	Physical Plant Opera	Vehicle Materials an
			\$21.83	6420	WLAN Support	Vehicle Materials an
			\$38.16	6420	Economic Development	Vehicle Materials an
			\$ <b>6</b> 63.96	6420	Ankeny Career Academ	Vehicle Materials an
			\$45.96	6420	Office of Dir, Marke	Vehicle Materials an
Windstar Lines Inc	656153	\$4,262.50	\$4,262.50	6269	Office of Exec Dean,	Other Company Servic
Windstar Lines Inc	6561 <b>5</b> 4	\$3,250.00	\$3,250.00	6269	Office of Exec Dean,	Other Company Servic
Agilent Technologies	656228	\$12,941.22	\$1,702.37	6269	Advanced Analyt Proj	Other Company Servic
			\$2,904.83	6269	Advanced Analyt Proj	Other Company Servic
			\$6,419.26	6269	Advanced Analyt Proj	Other Company Servic
			\$1,914.76	6269	Advanced Analyt Proj	Other Company Servic
Airgas North Central	656230	\$4,347.07	\$519.83	6322	Welding	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT		NUMBER		ACCOUNT TITLE
					******	
Airgas North Central	656230	\$4,347.07	\$278.60		Continuing Ed, Manuf	
			\$30.71		Emergency Medical Te	
			\$32.08		_	Materials & Supplies
			\$172.70		_	Materials & Supplies
			\$21.78		_	Materials & Supplies
			\$141.56			Materials & Supplies
			\$475.92	6322	-	Materials & Supplies Materials & Supplies
			\$1,817.94		Continuing Ed, Manuf	
			\$110.10		Continuing Ed, Manuf	
			\$11.44		WTED - Welding	Materials & Supplies
			\$169.40 \$114.31		WTED - Welding	Materials & Supplies Materials & Supplies
			\$114.31		WTED - Welding	Materials & Supplies
			\$55.00		WTED - Welding	Materials & Supplies
			\$226.17		WTED - Welding	Materials & Supplies
			\$121.63		WTED - Welding	Materials & Supplies
			\$121.63	6322	WIED - Welding	Maceriais & Suppries
All Makes Office Interior	656231	\$3,202.90	\$3,202.90	6323	Equipment Replacemen	Minor Equipment
Alliant Energy	656234	\$31,545.91	\$31,545.91	6190	Newton-Lease Operati	Utilities
American Dental Associati	656236	\$4,170.00	\$2,085.00	6269	Dental Assistant	Other Company Servic
			\$2,085.00	6269	Dental Hygiene	Other Company Servic
American Heritage Life In	656237	\$4,386.10	\$1,869.28	2286	Payroll Office	Accident Insurance P
5		, ,	\$93.20	2289	Payroll Office	Hospitalization Insu
			\$1,436.74	2288	Payroll Office	Critical Illness Ins
			\$986.88		Payroll Office	Cancer Insurance Pay
Ames Municipal Utilities	656240	\$3,763.42	\$3,763.42	6190	Utilities	Utilities
Ankeny Sanitation	656243	\$4,180.32	\$76.06	6030	Physical Plant Opera	Custodial Services

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\$1,447.51 6410 Physical Plant Opera Janitorial Materials

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	CHECK		TRANSACTION			
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Ankeny Sanitation	656243	\$4,180.32	\$3,352.21	6030	Custodial	Custodial Services
*			\$69.70	6030	Transportation Insti	Custodial Services
			\$69.70	6030	Plant Operations-Cap	Custodial Services
			\$349.56	6030	Physical Plant Opera	Custodial Services
			\$199.67	6030	Plant Operations - S	Custodial Services
			\$63.42	6030	Plant Operations - E	Custodial Services
Baker Mechanical Inc	656250	\$4,282.93	\$3,469.75	6090	Evelyn Davis Center	Maintenance/Repair o
			\$302.50	6090	Evelyn Davis Center	Maintenance/Repair o
			\$510.68	6090	Evelyn Davis Center	Maintenance/Repair o
Bascom Truck and Automoti	656252	\$6,501.11	\$4,249.43	637 <b>7</b>	Motorcycle and Moped	Materials/Supplies f
			\$1,169.58	6377	Motorcycle and Moped	Materials/Supplies f
			\$1,082.10	637 <b>7</b>	Transportation Insti	Materials/Supplies f
Beirman Furniture	656253	\$27,946.55	\$27,946.55	6323	Office of Exec Dir,	Minor Equipment
Beissers Inc	656254	\$8,080.93	\$800.00	6511	Building Trades	Purchases for Resale
			\$7,280.93	6378	Criminal Justice Tra	Materials/Supplies f
Building Works USA LLC	656267	\$4,816.78	\$2,009.50	6012	Bldg 13-Automotive R	Architect's Fees
,			\$2,807.28	6012	Urban Student Center	Architect's Fees
Burlington English Inc	656268	\$9,680.00	\$9,680.00	6322	English Literacy-Urb	Materials & Supplies
Capital Sanitary Supply C	656270	\$10,642.01	\$720.13	6410	Custodial	Janitorial Materials
			\$723.18	6410	Trail Point-Facility	Janitorial Materials
			\$59.70	6410	Custodial	Janitorial Materials
			\$317.28	6322	Office of the Dir, P	Materials & Supplies
			-\$42.0б	6410	Physical Plant Opera	Janitorial Materials

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Delta Dental Plan of Iowa

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CHECK TRANSACTION ACCOUNT ACCOUNT TITLE NUMBER AMOUNT NUMBER INDEX TITLE VENDOR NAME CHECK AMOUNT 6410 Physical Plant Opera Janitorial Materials \$10,642.01 \$210.03 Capital Sanitary Supply C 656270 6410 Physical Plant Opera Janitorial Materials \$679.97 6410 Physical Plant Opera Janitorial Materials \$73.48 6410 Physical Plant Opera Janitorial Materials \$60.25 \$111.70 6410 Physical Plant Opera Janitorial Materials 6410 Physical Plant Opera Janitorial Materials \$75.75 6410 Physical Plant Opera \$1,144.03 Janitorial Materials 6060 Physical Plant Opera Maintenance/Repair o \$320.34 \$306.45 6060 Physical Plant Wareh Maintenance/Repair o \$748.16 6410 Custodial Janitorial Materials 6410 Custodial Janitorial Materials \$910.46 6410 Custodial Janitorial Materials \$345.65 6060 Safety Committee Maintenance/Repair o \$760.00 Janitorial Materials \$1,670.00 6410 Safety Committee 6511 Commercial Hort Purchases for Resale 656272 \$3,657.34 \$3,657.34 Carlin Sales Corp 6110 Office of Dir, Marke Information Svcs/Pub Choice Creative Solutions 656280 \$4,000.00 \$4,000.00 6015 Workforce Developmen Consultant's Fees Collaborative Leadership 656285 \$14,361.33 \$14,361.33 Equipment Replacemen Maintenance/Repair o Corn States Metal Fabrica 656287 \$4,056.00 \$4,056.00 6260 Hospitality Careers Sponsorships & Donat \$8,560.00 \$8,560.00 Cultureall 656291 6322 Softball Materials & Supplies \$3,213.75 \$254.65 Decker Sports 656295 6322 Softball Materials & Supplies \$124.00 Postage and Expediti \$37.60 6230 Office of Exec Dean, 6040 Office of Exec Dean, Memberships \$2,220.00 6322 Baseball Booster Clu Materials & Supplies \$577.50

656297

\$4,022.00

\$4,022.00

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Vision Insurance Pay

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
DWAGG Foundation	656303	63 440 00	ė3 44 <b>0</b> 00	6030	Hospitality Careers	Other Current Evpens
DMACC Foundation	656303	\$3,440.00	\$3,440.00	0330	hospicaticy careers	Other Current Expens
DMACC Foundation	656304	\$3,520.00	\$3,520.00	6930	Hospitality Careers	Other Current Expens
DRH Ark LLC	656306	\$2,691.73	\$2,691.73	6378	Criminal Justice Tra	Materials/Supplies f
Ebsco Subscription Servic	656309	\$43,043.00	\$43,043.00	6269	Equipment Replacemen	Other Company Servic
EDSCO Subscription Servic	626303	943,043.00	\$43,043.00	Q20J	Edgibilicite Kebitacellett	other company pervice
Economic Modeling LLC	656311	\$5,000.00	\$5,000.00	6265	Non Tort Equip Maint	Software Service Agr
EMBARC	656317	\$3,000.00	\$3,000.00	6269	United Way-Evelyn Da	Other Company Servic
EMC Insurance Companies	656319	\$11,419.00	\$11,419.00	6013	Tort Insurance	Legal Fees
•						
ESM Solutions Corporation	656320	\$29,726.64	\$29,726.64	6265	Non Tort Equip Maint	Software Service Agr
FBG Service Corporation	656325	\$55,105.91	\$10,590.00	6030	Physical Plant Opera	Custodial Services
-			\$10,110.87	6030	Trail Point-Facility	Custodial Services
			\$2,183.94	6030	Plant Operations, Pe	Custodial Services
			\$6,744.80	6030	Plant Operations - S	
			\$5,620.00	6030		
			\$19,753.15	6030		
			\$103.15	6410	Custodial	Janitorial Materials
FFA Enrichment Center	656327	\$2,945.00	\$2,945.00	6200	Water Treatment	Rental of Materials
FHEG Ankeny Bookstore #10	656328	\$107,152.52	\$69.99	6322	Web Based/Online Lea	Materials & Supplies
-			\$5,104.54	4550	Web Based Instructio	Textbooks
			\$18,112.53	4550	Web Based Instructio	
			\$134.99	6322	Web Based/Online Lea	Materials & Supplies
			\$1,314.85	4550	Web Based Instructio	Textbooks

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	656328	\$107,152.52	\$139.98	6322	Web Based/Online Lea	Materials & Supplies
•			\$72,183.90	4550	Web Based Instructio	Textbooks
			\$1,956.13	6322	Web Based/Online Lea	Materials & Supplies
			\$8,135.61	4550	Web Based Instructio	Textbooks
Forst Training and Consul	656331	\$5,208.00	\$5,208.00	6015	Softskills Training	Consultant's Fees
Gay, Kelly K.	656333	\$3,940.00	\$3,340.00	6019	Continuing Ed, Manuf	Prof Svcs-Individual
			\$600.00	6019	Continuing Ed, Manuf	Prof Svcs-Individual
Granite Telecommunication	656338	\$2,587.77	\$282.28	6150	Campus Communication	Communications
			\$289.65	6150	Campus Communication	Communications
			\$709.16	6150	Campus Communication	Communications
			\$807.92	6150	Campus Communication	Communications
			\$170.30	6150	Campus Communication	Communications
			\$328.46	6150	Campus Communication	Communications
Greater Des Moines Partne	656340	\$30,000.00	\$30,000.00	6269	Economic Development	Other Company Servic
Heartland Area Education	656344	\$3,373.38	\$40.04	6120	Office of Dir, Marke	Printing/Reproductio
			\$3,333.34	6269	Mail Service	Other Company Servic
Heartland Finishes Inc	656346	\$5,661.79	\$1,879.17	6090	Equip Replacement He	Maintenance/Repair o
			\$3,782.62	6090	Office of the Dir, P	Maintenance/Repair o
I'll Make Me A World In I	656351	\$5,000.00	\$5,000.00	6260	Office of the Presid	Sponsorships & Donat
Iowa Department of Human	656359	\$5,000.00	\$2,500.00	6260	Office of the Presid	Sponsorships & Donat
			\$2,500.00	6260	Office of Exec Dean,	Sponsorships & Donat
Iowa High School Sports N	656360	\$7,500.00	\$7,500.00	6110	Office of Dir, Marke	Information Svcs/Pub

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Tour Tadamandant Buka Dat	656261	\$6 A3E AA	èc 435 00	6322	Workforce Developmen	Materials & Supplies
Iowa Independent Auto Dea	656361	\$6,435.00	\$6,435.00	6342	worklorde peveropmen	maceriais a suppries
IP Pathways	656364	\$5,756.00	\$1,796.00	6269	Technical Update Equ	Other Company Servic
-			\$3,960.00	6269	Technical Update Equ	Other Company Servic
Kelly Services Inc	656368	\$6,480.40	\$1,836.20		United Way-Evelyn Da	
			\$1,350.00	6269		Other Company Servic
			\$1,350.00	6269		Other Company Servic
			\$1,944.20	6269	United Way-Evelyn Da	Other Company Servic
Marco	656386	\$3,206.34	\$3,206.34	6323	Equip Replacement En	Minor Equipment
Hd2 CO	33030	45,240.01	44,200		- <b>1</b>	
Marco Inc	656387	\$5,226.71	\$5,226.71	7100	Equipment Replacemen	Furniture, Machinery
						(- ( )
Mediacom	656389	\$2,598.96	\$2,598.96	6190	Boone Campus Housing	Utilities
Mythics Inc	656403	\$27,690.41	\$27,690.41	6265	Non Tort Equip Maint	Software Service Agr
my chics inc	0,0100	Ψ2.,000.11	42.,032.12			
National Cinemedia LLC	656406	\$3,421.43	\$3,421.43	6110	Office of Dir, Marke	Information Svcs/Pub
						1 (1 1
NBC Construction Document	656407	\$2,587.75	\$989.20		Bldg 13-Automotive R	
			\$1,598.55	6019	Urban Student Center	Prof Svcs-Individual
Nelnet Business Solutions	656409	\$3,910.70	\$3,910.70	6269	Office of Controller	Other Company Servic
Neinet Business Soldtions	030403	43,340.70	93,310.70	0205	ornzod or odnorozaor	The state of the s
Okoboji Wines	656414	\$10,530.55	\$76.80	6930	Beverage Account	Other Current Expens
			\$2,146.05	6930	Beverage Account	Other Current Expens
			\$3,564.15	6930	Beverage Account	Other Current Expens
			\$168.55	6930	Beverage Account	Other Current Expens
			\$4,575.00	6930	Beverage Account	Other Current Expens
		40.000.00	41 400 40	6110	Office of Dia Mende	Information Proc/Dub
OnMedia	656416	\$3,009.00	\$1,003.00	6110	Office of Dir, Marke	Information Svcs/Pub

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6516 Conference Center/Sp Conference Center

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CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE OnMedia 656416 \$3,009.00 \$1,009.80 6110 Office of Dir, Marke Information Svcs/Pub \$996.20 6110 Office of Dir, Marke Information Svcs/Pub \$22,260.00 6322 Copy Center Materials & Supplies Payless Office Products 656418 \$22,260.00 Trail Point-Facility Maintenance/Repair o Pleva Plumbing & Heating 656422 \$12,423.00 \$10,950.00 \$1,473.00 Trail Point-Facility Other Materials and Furniture, Machinery Power Test Industries Inc 7100 Perkins-Equipment \$42,960.05 \$42,960.05 656427 Premier Staffing Inc 656431 \$5,170.51 \$199.80 6269 United Way-Citizens Other Company Servic \$1,080.00 Principal Foundation Other Company Servic 6269 United Way-Evelyn Da Other Company Servic \$3,890.71 6269 Driver Improvement B Purchases for Resale Prevention Research Insti 656432 \$17,500.00 \$17,500.00 6520 \$2,500.00 \$2,500.00 6260 Economic Development Sponsorships & Donat Professional Developers o 656434 \$5,000.00 \$5,000.00 DMACC Self-funded In Health Insurance Pay Reynolds & Reynolds Inc 656442 2250 Urban Student Center Buildings and Fixed Rochon Corporation of Iow 656443 \$1,329,572.08 \$532,494.74 Bldg 13-Automotive R Buildings and Fixed \$562,417.63 7600 Urban Student Center Buildings and Fixed \$234,659.71 \$3,551.14 Office of Dir, Marke Other Company Servic Scalene Enterprises LLC 656452 \$8,121.76 Office of Dir, Marke Other Company Servic \$4,570.62 Jasper County Career Materials & Supplies 656456 \$4,719.70 \$567.32 6322 Seafoods.com 6518 Hospitality Careers Gourmet Dinners \$375.00 \$224.74 6322 Conference Center/Sp Materials & Supplies

\$149.95

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Seafoods.com	656456	\$4,719.70	\$1,336.72	6518	Hospitality Careers	Gourmet Dinners
			\$74.95	6516	Conference Center/Sp	Conference Center
			\$1,420.12	6518	Hospitality Careers	Gourmet Dinners
			\$570.90	65 <b>1</b> 6	Conference Center/Sp	Conference Center
Summerfield Hotel LLC	656471	\$4,368.00	\$4,368.00	6269	Continuing Ed, 2 Day	Other Company Servic
		7 - 7 - 1 - 1 - 1	, =, = = = = =			1
Summit Technologies LLC	656472	\$4,800.00	\$4,800.00	6269	Equip Replacement He	Other Company Servic
Sysco Food Services of Io	656474	\$3,656.11	\$40.46	6322	Culinary Arts	Materials & Supplies
			-\$15.00	6322	Culinary Arts	Materials & Supplies
			\$42.36	6322	Culinary Arts	Materials & Supplies
			\$805.07	6322	Culinary Arts	Materials & Supplies
			\$145.76	6322	Culinary Arts	Materials & Supplies
			\$151.92	6518	Hospitality Careers	Gourmet Dinners
			\$197.52	6519	Bistro	College Inn
			\$140.79	6518	Hospitality Careers	Gourmet Dinners
			\$254.22	6518	Hospitality Careers	Gourmet Dinners
			\$34.84	6518	Hospitality Careers	Gourmet Dinners
			\$64.44	6322	Culinary Arts	Materials & Supplies
			\$53.49	6322	Jasper County Career	Materials & Supplies
			\$63.19	6322	Culinary Arts	Materials & Supplies
			\$606.16	6322	Culinary Arts	Materials & Supplies
			\$164.79	6322	Culinary Arts	Materials & Supplies
			\$772.70	6322	Culinary Arts	Materials & Supplies
			\$133.40	6322	Culinary Arts	Materials & Supplies
Walsh Door and Security	656481	\$18,200.00	\$18,200.00	6090	Buildings Equipment	Maintenance/Repair o
Walsh Door and Security	656482	\$4,700.00	\$4,700.00	6090	Buildings Equipment	Maintenance/Repair o
Wilke, Ellen Wonderlin.	656487	\$3,585.00	\$1,690.00	<b>62</b> 69	Office of Dir, Marke	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
	45.00		4	50.55		
Wilke, Ellen Wonderlin.	656487	\$3,585.00	\$1,895.00	6269	Office of Dir, Marke	Other Company Servic
Windstar Lines Inc	656489	\$4,728.00	\$4,728.00	6269	Office of Exec Dean,	Other Company Servic
		, ,	, -,		,	
Windstar Lines Inc	656491	\$6,568.00	\$6,568.00	6269	Office of Exec Dean,	Other Company Servic
Your Clear Next Step LLC	656498	<b>\$8,747.</b> 59			Softskills Training	Consultant's Fees
			\$2,769.60	6015	Softskills Training	Consultant's Fees
			\$1,605.59	6015	Softskills Training	Consultant's Fees
Iowa Workforce Developmen	656504	\$4,955.72	\$4 955 72	6210	IES-Des Moines	Rental of Buildings
Towa Notatorce Developmen	000004	Q4,555.72	Ų1, JJJ : 12	0210	THE DES MOTITES	Reflect of Barraings
MidAmerican Energy Co	656520	\$16,692.85	\$10,719.93	6190	Trail Point-Facility	Utilities
			\$2,169.12	6190	Plant Operations - E	Utilities
			\$3,074.10	6190	Utilities	Utilities
			\$729.70	6190	Plant Operations - E	Utilities
					- 11 -551	
DMACC Child Care	656522	\$4,795.54	\$4,795.54	2299	Payroll Office	Other Employee Deduc
Airgas North Central	656535	\$4,039.58	\$255.60	6322	Jasper County Career	Materials & Supplies
3			\$320.34		Jasper County Career	
			\$14.80		Office of Controller	
			\$100.15		Office of Controller	
			\$242.36	6322	Welding	Materials & Supplies
			\$187.71		Welding	Materials & Supplies
			\$44.22		Auto Body	Materials & Supplies
			\$2,724.60		Perry Operations	Minor Equipment
			\$101.50		Welding	Materials & Supplies
			\$48.30		_	Materials & Supplies
			, ,			
All Makes Office Interior	656536	\$5,548.03	\$4,617.94	6323	Non Tort Security In	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
VENDOR NATE		•	A100111			ACCOUNT TITLE
All Makes Office Interior	656536	\$5,548.03	\$229.09	6322	Dean, Business & Inf	Materials & Supplies
			\$701.00	6322	Equipment Replacemen	Materials & Supplies
Cardtronics USA Inc	656560	\$2,750.00	\$2,750.00	6269	Student ID Card Offi	Other Company Servic
CBE Group Inc	656565	\$5,279.63	\$5,279.63	6780	Office of Controller	Collection Agency Ex
obe of our and	0000	<b>42,2</b> 1,2100	40,			
CCB Credit Services Inc	656566	\$4,029.68	\$4,029.68	6780	Office of Controller	Collection Agency Ex
CenturyLink	656568	\$5,933.07	\$575.00		-	
			\$165.09		Campus Communication	
			\$507.00		Campus Communication	
			\$48.13		Campus Communication	
			\$507.00		Campus Communication	
			\$47.06		Campus Communication	
			\$47.06		Campus Communication	
			\$75.22		Campus Communication	Communications
			\$507.00		Campus Communication	
			\$131.51		Campus Communication	
			\$507.00		Campus Communication	Communications
			\$600.00		Campus Communication	
			\$212.64	6150	Campus Communication	
			\$354.46	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$507.00	6150	Campus Communication	
			\$507.00	6150	Campus Communication	Communications
			\$127.90	6150	Campus Communication	Communications
Constellation NewEnergy G	656576	\$7,212.78	\$2,176.93	6190	Utilities	Utilities
Conscerration Membrieral a	0,0576	ψ1,212.10	\$5,035.85		Newton-Lease Operati	
			20,000	0190	Housen Heare oberaci	~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~
Des Moines Golf & Country	656586	\$5,358.88	\$4,060.80	6480	Visting French Chef	Travel-In State

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Des Moines Golf & Country	656586	\$5,358.88	\$1,298.08	6480	Visting French Chef	Travel-In State
DMACC Boone Campus Checki	656591	\$14,997.00	\$1,300.00	6470	Golf Booster Club	Travel-Out of State
Direct boote campus checki	000001	Q11,007.00	\$10.00		Men's Basketball Spe	
			\$860.00		Baseball Booster Clu	
			\$30.00		Volleyball	Athletic Officials
			\$4,585.00		Women's Basketball	Athletic Officials
			\$6,605.00			Athletic Officials
			\$330.00			Athletic Officials
			\$375.00		Softball	Other Current Expens
			\$150.00			Other Current Expens
			\$360.00		Men's Cross Country	_
			\$392.00		Boone Athletic Depar	_
			<b>Ģ</b> 392.00	0230	Boone Atmretic Bepar	Other Current Expens
DMACC Foundation	656592	\$4,600.00	\$4,600.00	6930	Hospitality Careers	Other Current Expens
Ebsco Subscription Servic	656595	\$3,546.66	\$13.49	6310	Equip Replacement Li	Library Books/Electr
•		, ,	\$3,533.17		Equip Replacement Li	Other Company Servic
Economic Modeling LLC	656596	\$6,250.00	\$6,250.00	6015	Economic Development	Consultant's Fees
Elite Electric & Utility	656598	\$3,440.00	\$3,440.00	6060	Dallas County Farm O	Maintenance/Repair o
Energy Control Technologi	656599	\$14,688.83	\$2,376.66	6269	Energy Control Tec #	Other Company Servic
			\$69.22	6269	Energy Control Tec #	Other Company Servic
			\$57.82	6269	Energy Control Tec #	Other Company Servic
			\$3,964.61			Other Company Servic
			\$292.77			Other Company Servic
			\$146.38			Other Company Servic
			\$292.76			Other Company Servic
			\$292.76			Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Energy Control Technologi	656599	\$14,688.83	\$73.19	6269	Energy Control Tec #	Other Company Servic
			\$142.12	6269	Energy Control Tec #	Other Company Servic
			\$64.23	6269	Energy Control Tec #	Other Company Servic
			\$88.46	6269	Energy Control Tec #	Other Company Servic
			\$116.74	6269	Energy Control Tec #	Other Company Servic
			\$111.07	6269	Energy Control Tec #	Other Company Servic
			\$68.86	6269	Energy Control Tec #	Other Company Servic
			\$116.74	6269	Energy Control Tec #	Other Company Servic
			\$88.46	6269	Energy Control Tec #	Other Company Servic
			\$1,379.07	6269	Energy Control Tec #	Other Company Servic
			\$277.32	6269	Energy Control Tec #	Other Company Servic
			\$138.66	6269	Energy Control Tec #	Other Company Servic
			\$415.98	6269	Energy Control Tec #	Other Company Servic
			\$912.33	6269	Energy Control Tec #	Other Company Servic
			\$138.65	6269	Energy Control Tec #	Other Company Servic
			\$3,005.86	6269	Energy Control Tec #	Other Company Servic
			\$58.11	6269	Energy Control Tec #	Other Company Servic
Excel Mechanical Co	656604	\$5,929.15	\$5,929.15	6090	Physical Plant Opera	Maintenance/Repair o
FHEG Ankeny Bookstore #10	656605	\$20,431.35	\$772.83	2019	Follett Bookstore	Accounts Payable Acc
			\$252.50	2019	Follett Bookstore	Accounts Payable Acc
			\$565.99	2019	Follett Bookstore	Accounts Payable Acc
			\$219.19	2019	Follett Bookstore	Accounts Payable Acc
			\$114.43	2019	Follett Bookstore	Accounts Payable Acc
			\$238.73	2019	Follett Bookstore	Accounts Payable Acc
			\$188.90	6322	Pharmacy Tech	Materials & Supplies
			\$10.00	6322	Student Activities	Materials & Supplies
			\$109.48	6322	IA DOT Administrativ	Materials & Supplies
			\$33.60	6322	Office of Exec Dean,	Materials & Supplies
			\$549.43	2019	Follett Bookstore	Accounts Payable Acc

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	656605	\$20,431.35	\$385.75	4027	Budgeted Revenue	Tuition Waived
			\$15,506.97	2019	Follett Bookstore	Accounts Payable Acc
			\$532.27	6322	Web Based/Online Lea	Materials & Supplies
			\$22.20	6322	STRIVE	Materials & Supplies
			\$34.00	6322	Office of Dir, Marke	Materials & Supplies
			\$131.84	6322	PACE Program 260H	Materials & Supplies
			\$142.80	6322	Network Administrato	Materials & Supplies
			\$99.89	6322	GAP Tuition Assistan	Materials & Supplies
			\$31.99	6322	Warren County Career	Materials & Supplies
			\$266.67	6322	Cybersecurity	Materials & Supplies
			\$108.45	6322	Emergency Medical Te	Materials & Supplies
			\$108.25	6322	Dean, Business & Inf	Materials & Supplies
			\$5.19	6322	Bear Facts	Materials & Supplies
Global Vet Link LLC	656611	\$4,912.27	\$865.35		GlobalVetLink #3 260	<del>-</del> -
			\$4,046.92	6269	GlobalVetLink #3 260	Other Company Servic
H&M Construction LLC	656615	\$15,000.00	\$15,000.00	7600	Criminal Justice Tra	Buildings and Fixed
Hilsabeck Schacht Inc	656623	\$57,000.00	\$57,000.00	60 <b>9</b> 0	Buildings Equipment	Maintenauge/Pennir o
HITSabeck Schacife The	636623	357,000.00	\$57,000.00	6030	Bullands Edalbmenc	Maintenance/Repair 0
Holmes Murphy & Associat	656624	\$900,000.00	\$900,000.00	6180	Non Tort Equip Maint	Insurance
HP Inc	656627	\$180,744.00	\$9,369.30	6323	Equipment Replacemen	Minor Equipment
			\$64,271.68	6323	Equipment Replacemen	Minor Equipment
			\$8,796.97	6323	Equipment Replacemen	Minor Equipment
			\$79,599.32		Equipment Replacemen	
			\$11,603.70		Equipment Replacemen	_ <del>_</del>
			\$7,103.03	6323	Equipment Replacemen	Minor Equipment
IMT Insurance	656629	\$8,422.74	\$748.06	6269	IMT Insurance #2 260	Other Company Servic

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	CHECK		TRANSACTION			
VENDOR NAME	NUMBER	CHECK AMOUNT		NUMBER		ACCOUNT TITLE
IMT Insurance	656629	\$8,422.74	\$4,319.39	6269	IMT Insurance #2 260	Other Company Servic
		4-7-	\$845.00	6269		Other Company Servic
			\$184.64	6269	IMT Insurance #2 260	
			\$2,325.65	6269		Other Company Servic
Iowa Communications Netwo	656634	\$25,833.67	\$7,642.02	6150	Campus Communication	Communications
			\$21.55	6150	Campus Communication	Communications
			\$812.07	6150	Campus Communication	Communications
			\$0.45	6150	Campus Communication	Communications
			\$8.97	6150	Campus Communication	Communications
			\$6.82	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$17,339.64	6150	Campus Communication	Communications
Iowa FFA Foundation Inc	656635	\$20,000.00	\$20,000.00	6260	Office of the Presid	Sponsorships & Donat
Iowa FFA Foundation Inc	656636	\$10,000.00	\$10,000.00	6260	Office of the Presid	Sponsorships & Donat
Iowa Western Community Co	656638	\$10,000.00	\$10,000.00	6937	IA Comm College Athl	NJCAA Wrestling
ITA Group	656639	\$56,375.92	\$2,790.00	6269	ITA Group #5 260E Jo	Other Company Servic
-			\$3,351.92	6269	ITA Group #5 260E Mg	Other Company Servic
			\$18,000.00	6269	ITA Group #5 260E Jo	Other Company Servic
			\$1,299.00	6269	ITA Group #5 260E Mg	Other Company Servic
			\$575.00	6269	ITA Group #5 260E Mg	Other Company Servic
			\$360.00	6269	ITA Group #5 260E Jo	Other Company Servic
			\$30,000.00	6269	ITA Group #5 260E Jo	Other Company Servic
Lang Construction Group I	656643	\$26,292.30	\$26,292.30	6090	Buildings Equipment	Maintenance/Repair o
LERN	656647	\$5,405.00	\$5,405.00	6269	Continuing Ed, On Li	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
			4		D	
Lincoln National Life Ins	656648	\$77,109.61	\$9,826.00		Payroll Office	Emp Opt Life Ins Pay
			\$12,161.14		Payroll Office	ST Disability - B In
			\$26,316.17		Payroll Office	Basic Life Insurance
			\$18,355.48	2254		Long Term Disability
			\$3,048.50		Payroll Office	Spouse Opt Life Ins
			\$1,661.60		Payroll Office	Dep Supp Life Ins Pa
			\$5,740.72	2255	Payroll Office	ST Disability - A In
Man Up Iowa	656652	\$3,916.67	\$3,916.67	6269	United Way-Man Up Io	Other Company Servic
MidAmerican Energy Co	656659	\$16,423.55	\$11.99	6190	Utilities	Utilities
•			\$11,230.72	6190	Trail Point-Facility	Utilities
			\$1,812.58	6190	Utilities	Utilities
			\$3,368.26	6190	Utilities	Utilities
Mittera Group	656665	\$6,390.73	\$208.00	6120	Office of Exec Dean,	Printing/Reproductio
Made da		4 - 7	\$1,012.18	6322	Information Systems	Materials & Supplies
			\$5,170.55		Student Activities	Printing/Reproductio
O'Reilly Auto Parts	656673	<b>\$3,526.6</b> 3	-\$54.95	6511	Auto Mechanics	Purchases for Resale
O'RELITY AUCO PAICS	630673	43,320.03	-\$100.26		Auto Mechanics	Purchases for Resale
			\$7.83		Auto Mechanics	Purchases for Resale
			\$923.80	6511		Purchases for Resale
			\$32.37		Auto Mechanics	Purchases for Resale
			\$20.64		Auto Mechanics	Purchases for Resale
			\$6.98		Auto Mechanics	Purchases for Resale
			\$72.90	6511		Purchases for Resale
			\$16.99	6511		Purchases for Resale
			\$11.93		Auto Mechanics	Purchases for Resale
			\$22.51		Auto Mechanics	Purchases for Resale
			\$4.99		Auto Mechanics	Purchases for Resale
			24.93	0211	AULO MECHANICS	rarchases for Resaire

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
O'Reilly Auto Parts	656673	\$3,526.63	\$5.72	6511	Auto Mechanics	Purchases for Resale
			\$7.80	6511	Auto Mechanics	Purchases for Resale
			\$31.52	6511	Auto Mechanics	Purchases for Resale
			\$6.28	6511	Auto Mechanics	Purchases for Resale
			\$38.97	6511	Auto Mechanics	Purchases for Resale
			\$6.26	6511	Auto Mechanics	Purchases for Resale
			\$15.99	6511	Auto Mechanics	Purchases for Resale
			\$334.30	6511	Auto Mechanics	Purchases for Resale
			\$41.53	6511	Auto Mechanics	Purchases for Resale
			\$17.47	6511	Auto Mechanics	Purchases for Resale
			\$147.03	6511	Auto Mechanics	Purchases for Resale
			\$3.15	6511	Auto Mechanics	Purchases for Resale
			\$108.00	6511	Auto Mechanics	Purchases for Resale
			\$122.32	651 <b>1</b>	Auto Mechanics	Purchases for Resale
			\$7.06	6511	Auto Mechanics	Purchases for Resale
			\$75.42	6511	Auto Mechanics	Purchases for Resale
			\$57.29	6511	Auto Mechanics	Purchases for Resale
			\$29.98	6511	Auto Mechanics	Purchases for Resale
			\$9.54	6511	Auto Mechanics	Purchases for Resale
			\$9.54	6511	Auto Mechanics	Purchases for Resale
			\$11.38	6511	Auto Mechanics	Purchases for Resale
			\$5.24	6511	Auto Mechanics	Purchases for Resale
			\$7.37	6511	Auto Mechanics	Purchases for Resale
			\$640.59	6511	Auto Mechanics	Purchases for Resale
			\$23.97	6511	Auto Mechanics	Purchases for Resale
			\$7.37	6511	Auto Mechanics	Purchases for Resale
			\$2.86	6511	Auto Mechanics	Purchases for Resale
			\$6.14	6511	Auto Mechanics	Purchases for Resale
			\$299.86	6511	Auto Mechanics	Purchases for Resale
			\$7.21	6511	Auto Mechanics	Purchases for Resale
			\$84.78	6511	Auto Mechanics	Purchases for Resale

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
		** =05 50	*****	6533	Notes Marchanian	Donahara fan Darala
O'Reilly Auto Parts	656673	\$3,526.63	\$270.10		Auto Mechanics	Purchases for Resale
			\$32.20	6511	Auto Mechanics	Purchases for Resale
			\$6.28	6511	Auto Mechanics	Purchases for Resale
			\$6.28	6511	Auto Mechanics	Purchases for Resale
			\$56.34	6511	Auto Mechanics	Purchases for Resale
			\$71.94	6322	Story County Academy	Materials & Supplies
			\$11.00	6322	Story County Academy	Materials & Supplies
			\$111.92	6322	Story County Academy	Materials & Supplies
			\$6.99	6322	Story County Academy	Materials & Supplies
			\$9.99	6511	Auto Mechanics	Purchases for Resale
			\$57.24	6511	Auto Mechanics	Purchases for Resale
			\$24.97	651 <b>1</b>	Auto Mechanics	Purchases for Resale
			\$70.66	<b>651</b> 1		Purchases for Resale
			\$19.67	6511		Purchases for Resale
			\$55.96	6322	Story County Academy	Materials & Supplies
			\$23.97	6511	Auto Mechanics	Purchases for Resale
			-\$53.62	6511	Auto Mechanics	Purchases for Resale
			- <b>\$</b> 57.00	6511	Auto Mechanics	Purchases for Resale
			-\$139.93	6511	Auto Mechanics	Purchases for Resale
			-\$196.00	6511	Auto Mechanics	Purchases for Resale
	<b></b>	45 020 00	6150 22	(222	Office of Doan Hoal	Materials & Supplies
Payless Office Products	656679	\$6,239.00	\$159.33	6322	Office of Dean, Heal Story County Academy	Materials & Supplies
			\$105.33	6322		
			\$36.45	6322	Continuing Ed, Manuf	Materials & Supplies
			\$93.55	6322	Office of Dean, Indu	Materials & Supplies
			\$11.78	6322	Transportation Insti	Materials & Supplies
			\$2.24	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$68.03	6322	Graphic Design	Materials & Supplies
			\$53.03		Associates Degree Nu	
			\$78.58		Student Records/Serv	Materials & Supplies
			<b>\$</b> 113.30	6322	Admissions/Registrat	Materials & Supplies

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List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Payless Office Products	656679	\$6,239.00	\$101.52	6322	Office of Dir, Finan	Materials & Supplies
	0000,0	¥0,200.00	\$53.06	6322	Office of Dir, Stude	Materials & Supplies
			\$276.21	6322	Office of Exec Dean,	Materials & Supplies
			\$314.73	6322	Office of Exec Dean,	Materials & Supplies
			\$205.58	6322	Associate Dean, Urba	_ <del>_</del>
			\$81.97	6322	Student Services	Materials & Supplies
			\$145.58	6322	Office of Exec Dean,	Materials & Supplies
			\$149.83	6322	Office of Exec Dean,	Materials & Supplies
			\$52.99	6322	Other General Instit	Materials & Supplies
			\$166.29	6322	Office of the Dir, P	Materials & Supplies
			\$416.50	6322	Office of Controller	Materials & Supplies
			\$18.78	6322	Office of Exec Dir,	Materials & Supplies
			\$235.12	6322	WLAN Support	Materials & Supplies
			\$212.39	6322	Corrections-Mitchell	Materials & Supplies
			\$105.23	6322	Office of Exec Dir,	Materials & Supplies
			\$51.94	6322	Continuing Ed, 2 Day	Materials & Supplies
			\$102.75	6322	Continuing Ed, Healt	Materials & Supplies
			\$16.84	6322	Medical Assistant	Materials & Supplies
			\$110.13	6322	Office of Dean, Scie	Materials & Supplies
			\$229.11	6322	Ankeny Career Academ	Materials & Supplies
			\$152.01	6322	Dean, Business & Inf	Materials & Supplies
			\$76.66	6322	Evening & Weekend	Materials & Supplies
			\$83.54	6322	Copy Center	Materials & Supplies
			\$149.48	6322	Student Support Serv	Materials & Supplies
			\$165.07	6322	Trail Point-Facility	Materials & Supplies
			\$42.50	6322	Workforce Developmen	Materials & Supplies
			\$173.89	6322	Perry Operations	Materials & Supplies
			\$22.90	6322	Warren County Career	Materials & Supplies
			\$127.09	6322	Urban Academic Achie	Materials & Supplies
			\$71.50		Evelyn Davis Center	Materials & Supplies
			\$61.79	6322	Ankeny Testing Cente	Materials & Supplies

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Davidees Office Dwodusts	656 <b>679</b>	\$6,239.00	\$303.23	6322	PACE Program 260H	Materials & Supplies
Payless Office Products	636673	\$6,239.00	\$106.49	6322	PACE Program 260H	Materials & Supplies
			\$108.12	6322	-	Materials & Supplies
			\$33.76	6322	Water Treatment	Materials & Supplies
			\$188.43	6322		Materials & Supplies
			\$117.76	6322	Dean, Math and Scien	
			\$41.92	6322	Office of Dir, Marke	
			\$58.23	6322		Materials & Supplies
			\$282.83		Practical Nursing	Materials & Supplies
			\$58.74	6322		Materials & Supplies
			\$45.89		Adult Literacy-South	
			Q45.05	0021	radio Electroly bodes	inducation a papparon
Premier Staffing Inc	656684	\$5,449.30	\$1,107.20	6269	Financial Empowermen	Other Company Servic
_			\$399.60	6269	United Way-Citizens	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$2,862.50	6269	United Way-Evelyn Da	Other Company Servic
RJB Limited Family Partne	656692	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Snap On Industrial	656700	\$2,818.32	\$2,818.32	1550	Office of Controller	Prepaid Expenses
Sysco Food Services of Io	656704	\$2,965.56	\$139.80	6519	Bistro	College Inn
0,000 1000 001,000 01 =0		4-7	\$260.12			Conference Center
			\$68.60		Conference Center/Sp	Conference Center
			\$42.84	6322	Culinary Arts	Materials & Supplies
			\$1,258.96		Culinary Arts	Materials & Supplies
			\$318.56		Culinary Arts	Materials & Supplies
			\$545.47	6518	Hospitality Careers	Gourmet Dinners
			\$232.87	6518	Hospitality Careers	Gourmet Dinners
			\$98.34		Hospitality Careers	Gourmet Dinners
Telligen Inc	656706	\$6,306.85	\$100.00	6269	Telligen #4 260E Job	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Telligen Inc	65670 <b>6</b>	\$6,306.85	\$201.00	6269	Telligen #4 260E Job	Other Company Servic
3		, , , , , , , , , , , , , , , , , , , ,	\$602.85	6269	Telligen #4 260E Job	Other Company Servic
			\$520.00	6269	Telligen #4 260E Job	Other Company Servic
			\$1,094.00	6269	Telligen #4 260E Job	Other Company Servic
			\$1,845.00	6269	Telligen #4 260E Job	Other Company Servic
			\$649.00	6269	Telligen #4 260E Job	Other Company Servic
			\$1,295.00	6269	Telligen #4 260E Job	Other Company Servic
Vertex Software	656717	\$92,606.84	\$3,432.81	6269	Vertex Software #1 2	Other Company Servic
			\$4,658.85	6269	Vertex Software #1 2	Other Company Servic
			\$2,937.50	6269	Vertex Software #1 2	Other Company Servic
			\$4,903.65	6269	Vertex Software #1 2	Other Company Servic
			\$296.86	6269	Vertex Software #1 2	Other Company Servic
			\$281.26	6269	Vertex Software #1 2	Other Company Servic
			\$140.60	6269	Vertex Software #1 2	Other Company Servic
			\$171.86	6269	Vertex Software #1 2	Other Company Servic
			\$296.86	6269	Vertex Software #1 2	Other Company Servic
			\$265.59	6269	Vertex Software #1 2	Other Company Servic
			\$531.25	6269	Vertex Software #1 2	Other Company Servic
			\$562.51	6269	Vertex Software #1 2	Other Company Servic
			\$406.25	6269	Vertex Software #1 2	Other Company Servic
			\$453.12	6269	Vertex Software #1 2	Other Company Servic
			\$212.49	6269	Vertex Software #1 2	Other Company Servic
			\$624.98	6269	Vertex Software #1 2	Other Company Servic
			\$312.52	6269	Vertex Software #1 2	Other Company Servic
			\$453.12	6269	Vertex Software #1 2	Other Company Servic
			\$218.73	6269	Vertex Software #1 2	Other Company Servic
			\$3,634.47	6269	Vertex Software #1 2	Other Company Servic
			\$4,413.54	6269	Vertex Software #1 2	Other Company Servic
			\$562.51	6269	Vertex Software #1 2	Other Company Servic
			\$187.53	6269	Vertex Software #1 2	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Vertex Software	656717	\$92,606.84	\$374.99	6269	Vertex Software #1 2	Other Company Servic
			\$437.52	6269		Other Company Servic
			\$212.49	6269	Vertex Software #1 2	Other Company Servic
			\$374.99	6269	Vertex Software #1 2	Other Company Servic
			\$234.39	6269	Vertex Software #1 2	Other Company Servic
			<b>\$515.6</b> 5	6269	Vertex Software #1 2	Other Company Servic
			\$468.78	6269	Vertex Software #1 2	Other Company Servic
			\$359.32	6269	Vertex Software #1 2	Other Company Servic
			\$249.99	6269	Vertex Software #1 2	Other Company Servic
			\$203.13	6269	Vertex Software #1 2	Other Company Servic
			\$562.51	6269	Vertex Software #1 2	Other Company Servic
			\$593.78	6269	Vertex Software #1 2	Other Company Servic
			\$187.53	6269	Vertex Software #1 2	Other Company Servic
			\$437.52	6269	Vertex Software #1 2	Other Company Servic
			\$187.53	6269	Vertex Software #1 2	Other Company Servic
			\$3,531.94	6269	Vertex Software #1 2	Other Company Servic
			\$5,979.46	6269	Vertex Software #1 2	Other Company Servic
			\$3,175.52	6269	Vertex Software #1 2	Other Company Servic
			\$4.59	6269	Vertex Software #1 2	Other Company Servic
			\$2,329.17	6269	Vertex Software #1 2	Other Company Servic
			\$2,874.56	6269	Vertex Software #1 2	Other Company Servic
			\$1,716.15	6269	Vertex Software #1 2	Other Company Servic
			\$4,230.60	6269	Vertex Software #1 2	Other Company Servic
			\$499.98	6269	Vertex Software #1 2	Other Company Servic
			\$2,826.81	6269	Vertex Software #1 2	Other Company Servic
			\$2,785.87	6269	Vertex Software #1 2	Other Company Servic
			\$4,112.89	6269	Vertex Software #1 2	Other Company Servic
			\$2,165.58	6269	Vertex Software #1 2	Other Company Servic
			\$4,586.62	6269	Vertex Software #1 2	Other Company Servic
			\$2,452.08	6269	Vertex Software #1 2	Other Company Servic
			\$3,555.21	6269	Vertex Software #1 2	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Yanahan Caffanan	656815	400 505 04	44.412.54	60.50	77	Other General General
Vertex Software	65671 <b>7</b>	\$92,606.84	\$4,413.54		Vertex Software #1 2	
			\$4,045.83	6269	Vertex Software #1 2	
			\$1,961.46	6269	vertex Software #1 2	Other Company Servic
Xerox Corp	656727	\$6,996.54	\$211.69	6220	Copy Center	Rental of Equipment
			\$274.06	6322	Copy Center	Materials & Supplies
			\$526.19	6220	Copy Center	Rental of Equipment
			\$278.85	6322	Copy Center	Materials & Supplies
			\$496.02	6220	Copy Center	Rental of Equipment
			\$209.04	6322	Copy Center	Materials & Supplies
			<b>\$544.</b> 31	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$439.86	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$686.51	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$466.63	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$774.16	6220	Copy Center	Rental of Equipment
			\$613.79	6322	Copy Center	Materials & Supplies
			\$689.05	6220	Copy Center	Rental of Equipment
			\$263.83	6220	Copy Center	Rental of Equipment
			\$263.83	6220	Copy Center	Rental of Equipment
			\$258.72	6220	Copy Center	Rental of Equipment
Your Clear Next Step LLC	656729	\$5,539.09	\$4,500.00	6015	Softskills Training	Consultant's Fees
			\$1,039.09	6015	Softskills Training	Consultant's Fees
Alldata	656767	\$3,900.00	\$975.00	6265	Non Tort Equip Maint	Software Service Agr
		7-,	\$975.00	6265	Non Tort Equip Maint	Software Service Agr
			\$975.00	6265	Non Tort Equip Maint	_
			\$975.00	6265	Non Tort Equip Maint	Software Service Agr
			*			
Alliant Energy	656768	\$32,039.66	\$15,417.95	6190	Utilities	Utilities
			\$48.53	6190	Utilities	Utilities

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
	656560	420 220 66	da 866 60	63.00	TT-11:Lina	Utilities
Alliant Energy	656768	\$32,039.66			Utilities Utilities	Utilities
			\$1,445.57		Utilities	Utilities
			\$514.44 \$11,092.62		Utilities	Utilities
			\$1,753.86		Utilities	Utilities
			\$1,755.86	6130	UCIIICIES	OCTITCLES
Apple Computer Inc	656772	\$4,530.00	\$4,530.00	6323	Equip Replacement En	Minor Equipment
		,	•		• • •	• -
Arizona Mound Company	656773	\$5,016.75	\$1,761.75	6322	Baseball	Materials & Supplies
-			\$3,255.00	6322	Softball	Materials & Supplies
ATW Training & Consulting	656775	\$4,750.00	\$4,750.00	6269	Softskills Training	Other Company Servic
						0.1
Barcus Consulting LLC	656779	\$3,114.57	\$3,114.57	6269	Goldman Sachs-10,000	Other Company Servic
Dei Tor	656781	\$5,215.00	\$5,215.00	6370	Criminal Justice Tra	Materials/Supplies f
Beissers Inc	636,61	\$5,215.00	\$3,213.00	03/0	CTIMILIAL DASCICE IIA	raccitate, supplies i
Capital Sanitary Supply C	656784	\$2,590.49	\$576.65	6410	Trail Point-Facility	Janitorial Materials
Sapara Samatan Arppar		, ,	\$675.39		Custodial	Janitorial Materials
			\$1,044.04		Custodial	Janitorial Materials
			\$34.97		Custodial	Janitorial Materials
			\$259.44	6410	Custodial	Janitorial Materials
Choice Creative Solutions	656786	\$4,500.00	\$4,500.00	6110	Office of Dir, Marke	Information Svcs/Pub
Constellation NewEnergy G	656791	\$20,828.23	\$20,828.23	6190	Utilities	Utilities
	55.4740	*******	46 331 68	60.66	D O	Other Comment Commis
Dallas County Hospital	6567 <del>9</del> 3	\$6,111.67	\$6,111.67	6269	Perry Operations	Other Company Servic
Daxko Acquisition Corpora	656794	\$2,750.00	\$2,750.00	6265	Trail Point-Facility	Software Service Agr
Darro Moderatoron corbora	050794	Ψ2, 15 V 10 V	Q2, 130.00	4200	Train some swelley	20201110 0021200 1191
Des Moines Water Works	656795	\$4,184.57	\$2,087.81	6190	Utilities	Utilities
		• •				

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Des Moines Water Works	656795	\$4,184.57	\$469.46 \$564.73 \$1,010.48 \$52.09	6190 6190	Utilities Utilities Utilities Utilities	Utilities Utilities Utilities Utilities
EMD Millipore Corp	656800	\$8,565.20	\$8,565.20	6060	Equipment Replacemen	Maintenance/Repair o
Evisions Inc	656801	\$15,318.00	\$15,318.00	6265	Non Tort Equip Maint	Software Service Agr
Forbes Office Solutions	656805	\$5,949.00	\$5,949.00	7100	Equip Replacement Ne	Furniture, Machinery
Heartland Business System	656809	\$10,000.00	\$10,000.00	6269	Technical Update Equ	Other Company Servic
Integrity Printing LLC	656812	\$3,525.13	\$162.49 \$420.00 \$454.52 \$190.00 \$25.00 \$803.64 \$134.35 \$1,111.89 \$43.67 \$179.57	6322 6322 6322 6322 6322 6322	Student Services Office of Exec Dir, Office of Dir, Marke Office of Dir, Marke Office of the Presid Office of the Presid Auto Service Auto Service	Materials & Supplies Materials & Supplies Materials & Supplies
Metro Waste Authority	656827	\$4,822.38	\$140.00 \$110.00 \$571.27 \$236.42 \$40.00 \$1,081.19 \$426.43	6263 6263 6263	Physical Plant Opera Physical Plant Opera Physical Plant Opera Office of Exec Dean, Office of Dean, Heal Physics/Chemistry/Bi Physics/Chemistry/Bi	Disposal of Hazardou Disposal of Hazardou Disposal of Hazardou Disposal of Hazardou

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Metro Waste Authority	656827	\$4,822.38	\$477.55	6263	Mortuary Science Pro	Disposal of Hazardou
			\$960.00	6263	Office of Dean, Heal	Disposal of Hazardou
			\$340.00	6263	Office of Dean, Heal	Disposal of Hazardou
			\$40.00	6263	Veterinary Techician	Disposal of Hazardou
			\$83.52	6263	Tool Machinist	Disposal of Hazardou
			\$316.00	6263	Tool Machinist	Disposal of Hazardou
MidAmerican Energy Co	656829	\$58,551.03	\$3,585.44	6190	Plant Operations-Cap	Utilities
			\$50,542.78	6190	Utilities	Utilities
			\$4,422.81	6190	Physical Plant Opera	Utilities
MidAmerican Energy Co	656830	\$3,857.30	\$1,270.66	6190	Plant Operations - E	Utilities
			\$653 <i>.7</i> 1	6190	Physical Plant Opera	Utilities
			\$9.26	6190	Physical Plant Opera	Utilities
			\$1,923.67	6190	Plant Operations - E	Utilities
Navigate Wellness LLC	656835	\$23,593.50	\$7,500.00	6269	Live Healthy Ameri #	Other Company Servic
			\$5,406.88		Live Healthy Ameri #	
			\$4,550.00		Live Healthy Ameri #	
			\$2,750.00		_	Other Company Servic
			\$3,386.62	6269	Live Healthy Ameri #	Other Company Servic
Project Iowa	656843	\$11,440.40	\$11,440.40	6269	Continuing Ed, Manuf	Other Company Servic
Radio Garage Productions	656844	\$3,090.00	\$2,860.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$230.00	6110	Office of Dir, Marke	Information Svcs/Pub
Shive Hattery Inc	656850	\$25,600.72	\$25,600.72	6019	Urban Student Center	Prof Svcs-Individual
Stein, John	656852	\$6,100.00	\$6,100.00	6015	Softskills Training	Consultant's Fees
Summerfield Hotel LLC	656853	\$4,222.40	\$4,222.40	6269	Continuing Ed, 2 Day	Other Company Servic

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Three Elements Consulting	656857	\$3,350.00	\$3,350.00	6269	Goldman Sachs-10,000	Other Company Servic
Triple Bottom Consulting	65 <b>68</b> 60	<b>\$</b> 3,2 <b>77</b> .78	\$3,277.78	6269	Goldman Sachs-10,000	Other Company Servic
Verizon Wireless	656866	\$11,606.26	\$40.01	6150	Honors Program	Communications
Verizon Wileless	020000	ŞII, 606.20	\$40.01	6150	Softball Booster Clu	
			\$277.45	6150	Non Tort Security In	Communications
			\$210.28	6150	Non Tort Security In	
			\$62.57	6150	Water Treatment	Communications
			\$52.57	6150	Southridge Credit Op	Communications
				6150	-	Communications
			\$52.57		Motorcycle and Moped Office of Dir, Marke	Communications
			\$172.60	6150		
			\$52.57	6150	Office of Exec Dir,	Communications
			\$40.01	6150	Boone Athletic Depar	Communications
			\$120.03	6150	•	Communications
			\$30.02		Veterinary Techician	
			\$52.57	6150	Office of Dean, Heal	
			\$37.17	6150	Practical Nursing	Communications
			\$105.14	6150	Special Needs	Communications
			\$37.17	6150	Academic Development	Communications
			\$177.71	6150	Story County Academy	Communications
			\$45.01	6150	Baseball Booster Clu	Communications
			\$105.14	6150	Boone Campus Housing	Communications
			\$102.58	6150	Judicial Office	Communications
			\$33.51	6150	IES-Des Moines	Communications
			\$62.57	6150	Jasper County Career	Communications
			\$62.57	6150	Office Exec Dir, Ins	Communications
			\$52.57	6150	Student Records/Serv	Communications
			\$115.62	6150	Office of Exec Dean,	Communications
			\$125.14	6150	Office of Exec Dean,	Communications
			.,		,	

\$52.57 6150 Office of Exec Dean, Communications

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	TWUOMA	NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	656866	\$11,606.26	\$52.57		Associate Dean, Urba	Communications
			\$152.31	6150	Office of Exec Dean,	Communications
			\$90.73	6150	Grounds	Communications
			\$329.92	6150	Office of the Dir, P	Communications
			\$37.17	6150	Transportation	Communications
			\$704.75	6150	Mechanical Maintenan	Communications
			\$74.34	6150	Custodial	Communications
			\$45.0 <b>1</b>	6150	Safety Committee	Communications
			\$138.24	6150	Physical Plant Opera	Communications
			\$115.14	6150	Physical Plant Opera	Communications
			\$47.17	6150	Physical Plant Opera	Communications
			\$142.31	6150	Physical Plant Opera	Communications
			\$52.57	6150	Physical Plant Opera	Communications
			\$52.57	6150	Office of Exec Dir,	Communications
			\$2,073.90	6150	WLAN Support	Communications
			\$446.46	6150	Economic Development	Communications
			\$50.48	6150	Utilities	Communications
			\$52.5 <b>7</b>	6150	Office of Exec Dir,	Communications
			\$37.17	6150	Continuing Ed, 2 Day	Communications
			\$37.17	6150	Continuing Ed, Trade	Communications
			\$37.17	6150	Director, Nursing	Communications
			\$74.34	6150	Dental Assistant	Communications
			\$115.14	6150	Respiratory Therapy	Communications
			\$273.87	6150	Office of Dean, Scie	Communications
			\$145.15	6150	Office of the Presid	Communications
			\$47.17	6150	Heating/AC/Refrig Te	Communications
			\$52.57	6150	Admission Processing	Communications
			\$62.57	6150	GED Testing	Communications
			\$592.51	6150	Ankeny Career Academ	Communications
			\$47.17	6150	Web Based/Online Lea	Communications
			\$310.02	6150	Southridge Miscellan	Communications

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	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	656866	\$11,606.26	\$319.22		Career Advantage-Enr	Communications
			\$37.17	6150	Transportation Insti	Communications
			\$52.57		_	Communications
			\$335.42	6150	WTED-General Exp	Communications
			\$55.74	6150	_	Communications
			\$57.84	6150	Upward Bound Year 27	Communications
			\$177.71	6150	Special Projects	Communications
			\$255.13	6150	Vice President, Enro	Communications
			\$107.58	6150	CPI Office	Communications
			\$262.85	6150	Trail Point-Facility	Communications
			\$495.11	6150	Civil Engineering Te	Communications
			\$288.67	6150	Recruiting	Communications
			\$52.57	6150	YouthBuild Project	Communications
			\$37.17	6150	Workforce Developmen	Communications
			\$52.57	6150	Perry Operations	Communications
			\$278.00	6150	TSA Officer Educatio	Communications
Williams & Fudge Inc	656868	\$5,195.67	\$5,195.67	6780	Office of Controller	Collection Agency Ex
						•
Your Clear Next Step LLC	656872	\$9,297.00	\$9,000.00		Softskills Training	Consultant's Fees
			\$297.00	6015	Softskills Training	Consultant's Fees
Drake Law Library	656880	\$2,500.00	\$2,500.00	6266	Ticket to Work-Socia	Stipends/Allowances
DIARE DAW DIDIALY	050000	92,500.00	42,500.00	9200	TIONES SO HOLK SOCIA	berpends/11210wantees
Garcia Professional Solut	656881	\$5,000.00	\$5,000.00	6268	Central IA Wrkfrce I	Contracted Services-
Access Systems	656895	\$14,647.40	\$5,527.76	6269	Access Systems #5 26	Other Company Servic
			\$367.80	6269	Access Systems #5 26	Other Company Servic
			\$367.80	6269	Access Systems #5 26	Other Company Servic
			\$3,310.16	6269	Access Systems #4 26	Other Company Servic
			\$398.00	6269	Access Systems #5 26	Other Company Servic
					_	

List of checks over \$2,500.00

Date: 04/02/2020 Time: 10:21 AM

Report: FWRR040

from 27-FEB-2020 to 01-APR-2020

CHECK TRANSACTION ACCOUNT VENDOR NAME NUMBER CHECK AMOUNT AMOUNT NUMBER INDEX TITLE ACCOUNT TITLE Access Systems 656895 \$14,647.40 \$4,308.08 6269 Access Systems #4 26 Other Company Servic \$367.80 6269 Access Systems #5 26 Other Company Servic \$87.00 6269 Premier Safety #1 26 Other Company Servic Argus Group Holdings LLC 656901 \$10,281.97 \$1,686.68 6269 Premier Safety #1 26 Other Company Servic \$6,733.74 6269 Premier Safety #1 26 Other Company Servic \$1,550.40 6269 Premier Safety #1 26 Other Company Servic 6269 Premier Safety #1 26 Other Company Servic \$49.15 \$150.00 6269 Premier Safety #1 26 Other Company Servic \$25.00 6269 Premier Safety #1 26 Other Company Servic \$11,309.83 6323 Technical Update Equ Minor Equipment AVI Systems 656903 \$30,828.04 \$6,115.89 6323 IA DOT Administrativ Minor Equipment 6323 Technical Update Equ Minor Equipment \$13,402.32 6090 Newton-Lease Operati Maintenance/Repair o Baker Mechanical Inc 656904 \$2,533.95 \$2,533.95 Campus Communication Communications 656912 \$3,894.80 \$3,894.80 CenturyLink 656918 \$5,070.44 \$5,070.44 6269 Concrete Tech #2 260 Other Company Servic Concrete Technologies Inc 656930 \$3,178.68 \$3,178.68 6265 Non Tort Equip Maint Software Service Agr EAC Design Inc Energy Control Technologi 656933 \$28,392.80 \$2,864.80 Energy Control Tec # Other Company Servic \$1,105.60 Energy Control Tec # Other Company Servic 6269 \$5,192.64 6269 Energy Control Tec # Other Company Servic Energy Control Tec # Other Company Servic \$1,211.16 6269 6269 Energy Control Tec # Other Company Servic \$3,135.15 6269 Energy Control Tec # Other Company Servic \$798.49 \$3,759.04 6269 Energy Control Tec # Other Company Servic \$1,743.36 6269 Energy Control Tec # Other Company Servic

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Des Moines Area Comm College List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

Time: 10:21 AM

Report: FWRR040

Date: 04/02/2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT		INDEX TITLE	ACCOUNT TITLE
Energy Control Technologi	656933	\$28,392.80	\$2,211.20	6269	Energy Control Tec #	Other Company Servic
Energy Control recimologi	050755	Q20,332.00	\$442.24	6269		Other Company Servic
			\$2,211.20	6269	7.5	Other Company Servic
			\$2,423.12	6269		Other Company Servic
			\$1,274.80	6269	**	Other Company Servic
eVizzit LLC	656935	\$4,390.00	\$4,390.00	6269	Integr Telehealth #1	Other Company Servic
Girvin, Jennifer Lynn.	656941	\$5,305.38	\$20.60	6321	Iowa HOSA - Fiscal A	Food
			\$4,000.00	6019	Iowa HOSA - Fiscal A	Prof Svcs-Individual
			\$1,284.78	6240	Iowa HOSA - Fiscal A	Group Meeting/Worksh
Heartland Business System	656948	\$3,570.00	\$1,400.00	6269	Technical Update Equ	Other Company Servic
			\$2,170.00	7100	Technical Update Equ	Furniture, Machinery
HP Inc	656951	\$6,750.64	\$155.00	6322	Automotive Project-T	Materials & Supplies
			\$310.00	6322	• • •	
			\$310.00	6322	1 1 1	
			\$5,975.64	6323	Office of VP, Info S	Minor Equipment
Infobase Learning	656953	\$21,667.97	\$21,667.97	6269	Equip Replacement Li	Other Company Servic
International Refinish Pr	656955	\$3,160.08	\$3,160.08	6322	Ankeny Career Academ	Materials & Supplies
IP Pathways	656958	\$20,031.01	\$20,031.01	6269	Technical Update Equ	Other Company Servic
Kelly Services Inc	656959	\$6,466.90	\$1,350.00	6269	United Way-Evelyn Da	Other Company Servic
			\$2,335.70	<b>62</b> 69		Other Company Servic
			\$1,350.00		• •	Other Company Servic
			\$1,431.20	6269	United Way-Evelyn Da	Other Company Servic
Keren Consult, LLC	656960	\$4,050.00	\$4,050.00	6269	Manufacturing Skills	Other Company Servic

Date: 04/02/2020 Time: 10:21 AM

Report: FWRR040

List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
White Consulting Consulting	CE CO C1	43 050 00	<b>63</b> 950 00	C015	Coftabille Marining	Consultant/s Face
Kleis Consulting Group In	656961	\$3,850.00	\$3,850.00	6015	Softskills Training	Consultant's Fees
Liebl Marketing Group Inc	656965	\$3,500.00	\$3,500.00	6269	Economic Development	Other Company Servic
		,	, -,			
Macerich Southridge Mall	656969	\$8,333.37	\$8,333.37	6210	Plant Operations - S	Rental of Buildings
McKesson Medical Surgical	656973	\$9,700.00	\$9,700.00	7100	Equip Replacement He	Furniture, Machinery
Manaharta Dandina Campana	656074	\$8,832.50	\$37.50	6269	Merchants Bonding #1	Other Company Corrig
Merchants Bonding Company	656974	\$6,632.50	\$3,400.00		Merchants Bonding #1	_ <u>-</u>
			\$1,195.00		Merchants Bonding #1	<u> </u>
			\$3,400.00		Merchants Bonding #1	± -
					Merchants Bonding #1	
			\$800.00	6269	merchants Bonding #1	Other Company Servic
OPN Architects	656981	\$18,146.21	\$300.00	6012	Newton Maytag Campus	Architect's Fees
0111 132 0111 0000	32030=	¥23,2.0.22	\$972.21	6012	Newton Maytag Campus	
			-\$940.50	6012		
			\$17,814.50		Newton Maytag Campus	
			4,			
Petsche, Mallory R.	656985	\$3,260.78	\$3,060.00	6019	Iowa Literacy Counci	Prof Svcs-Individual
•			\$200.78	6480	Iowa Literacy Counci	Travel-In State
Pratum Inc	656989	\$5,995.00	\$2,398.00		Pratum #1 260E Job S	
			\$3,597.00	6269	Pratum #1 260E Job S	Other Company Servic
December 1 and 1 a	656000	<b>63.0 545.05</b>	21 000 00	6060	Principal Foundation	Other Company Comis
Premier Staffing Inc	656990	\$10,545.95	\$1,080.00		_	
			\$3,097.42		United Way-Evelyn Da	~ <del>-</del>
			\$2,999.20	<b>626</b> 9	United Way-Evelyn Da	
			\$1,080.00		_	Other Company Servic
			\$1,107.20		-	Other Company Servic
			\$74.93	6269	United Way-Citizens	Other Company Servic

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List of checks over \$2,500.00 from 27-FEB-2020 to 01-APR-2020

Time: 10:21 AM

04/02/2020

Report: FWRR040

Date:

	CHECK		TRANSACTION	ACCOUNT		
VENDOR NAME	NUMBER	CHECK AMOUNT	AMOUNT	NUMBER	INDEX TITLE	ACCOUNT TITLE
Premier Staffing Inc	656990	<b>\$1</b> 0,545. <b>9</b> 5	\$1,107.20	6269	Financial Empowermen	Other Company Servic
ONE To add to be Wood & Wood o	655000	424 500 44	220 500 00	6065	Was March Tariba Walat	Coston of Country
SAS Institute World Headq	657000	\$38,622.00	\$38,622.00	6265	Non Tort Equip Maint	Software Service Agr
Securitas Security Servic	657001	\$68,157.93	-\$57.86	6261	Non Tort Security In	Contracted Security
			\$27,624.78	6261	Non Tort Security In	Contracted Security
			\$247.08	6261	Non Tort Security In	Contracted Security
			\$2,841.68	6261	Non Tort Security In	Contracted Security
			\$3,324.54		Non Tort Security In	_
			\$33,240.51		Non Tort Security In	Contracted Security
			\$937.20	6261	Office of Exec Dean,	Contracted Security
		4	****	5381	T NOG2 - D/1 1	n1
Seuferer, Kent Lee.	657002	\$4,186.61			Iowa HOSA - Fiscal A Iowa HOSA - Fiscal A	
			\$125.47			
			\$3,979.88	6269	Iowa HOSA - Fiscal A	Other company servic
Snyder and Associates Inc	657005	\$4,847.25	\$4,847.25	6015	Urban Parking Expans	Consultant's Fees
Springshare LLC	657008	\$8,150.00	\$8,150.00	6269	Equip Replacement Li	Other Company Servic
Studio Iowa LLC	657009	\$8,430.00	\$3,630.00	6269	Equip Replacement We	Other Company Servic
poddio pond mio	03.00	40,20000	\$4,800.00		Equip Replacement We	
			, , , , , , , , , , , , , , , , , , , ,			,
Versa Products	657020	\$7,866.00	\$7,866.00	6323	Equipment Replacemen	Minor Equipment
and a discount of the second o	65000T	44 000 00	÷4 000 00	6066	Wisian Disabnia #1 0	Othor Company Comic
Vision Electric LLC	657021	\$4,080.00	\$4,080.00	0269	Vision Electric #1 2	Other Company Servic
Windstar Lines Inc	657025	\$4,141.94	\$4,141.94	6269	Office of Exec Dean,	Other Company Servic
Iowa Workforce Developmen	657039	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings

\$4,944,618.22

REPORT TOTAL

West Des Moines, Iowa April 13, 2020

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthric, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 13th day of April, 2020, at 4:00 p.m. at the West Campus of the College located at 5959 Grand Avenue in West Des Moines, Iowa 50266. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning the early redemption of certain new jobs training certificates. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Authorizing the Early Redemption of New Jobs Training Certificates." The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\*\*\*\*\*

President of the Board of Directors

Attest:

Secretary of the Board of Directors

## RESOLUTION AUTHORIZING THE EARLY REDEMPTION OF NEW JOBS TRAINING CERTIFICATES

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

WHEREAS, the College has previously authorized the issuance of \$10,050,000 aggregate original principal amount of New Jobs Training Certificates (Multiple Projects 43) in two series (the "Multiple Projects 43 Certificates"); and

WHEREAS, Section 11(b) of the resolution authorizing the issuance of the Multiple Projects 43 Certificates (the "Multiple Projects 43 Resolution") adopted by the Board of Directors of the College on February 11, 2013, states as follows:

(b) <u>Redemption</u>. The Bonds maturing on or after June 1, 2021 shall be subject to redemption prior to maturity in whole or in part from time to time, in numerical order, on June 1, 2020 or any date thereafter at the option of the College, upon terms of par plus accrued interest to the date of call.

WHEREAS, an aggregate total of \$1,775,000 of the Multiple Projects 43 Certificates (the "Early Redeinption Certificates") mature on or after June 1, 2021; and

WHEREAS, the College desires to call the Early Redemption Certificates for redemption prior to maturity and has accumulated sufficient funds in order to accomplish the redemption.

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

Section 1. The College is hereby authorized to call the Early Redemption Certificates prior to maturity on June 1, 2020 in accordance with the Multiple Projects 43 Resolution.

Section 2. The appropriate officers of the College are authorized to take all steps necessary to accomplish the early redemption of the Early Redemption Certificates on June 1, 2020 and to notify the Registrar of the decision of the College to redeem the Early Redemption Certificates prior to maturity on June 1, 2020.

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

PASSED AND APPROVED this 13th day of April, 2020.

Precident of the Board of Directors

Secretary of the Board of Directors

STATE OF IOWA	)
	) SS:
COUNTY OF POLK	)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate 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 April 13, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 13th day of April, 2020.

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

### RESOLUTION

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

Effective July 1, 2020, the Board of Directors of Des Moines Area Community College in Polk County, Iowa designates Bankers Trust Company of Des Moines as the Official College Depository in conformance with all applicable provisions of Iowa Code Chapter 12C. The College's main checking accounts shall remain at Bankers Trust Company for a period of five years ending June 30, 2025.

Also effective July 1, 2020, the Board of Directors of Des Moines Area Community College in Polk County, lowa designates TSYS for process the College's credit card transaction for a five year period ending June 30, 2025.

Total College deposits in Bankers Trust Company shall not exceed the maximum amounts stated in the effective Board of Director Resolution Naming Depositories.

CERTIFICATION, I hereby certify that the foregoing is a true and correct copy of a resolution of Des Moines Area Community College adopted at a meeting of said public body, held on the 13th day of April, 2020, a quorum being present, as said resolution remains of record in the minutes of said meeting, and it is now in full force and effect. Dated this 13th day of April, 2020.

By Order of the Board of Directors

Secretary of the Board of Directors

April 13, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and 4 Seasons Fundraising, 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 4 Seasons Fundraising, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

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

\* \* \* \* \*

President of the Board of the 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 4 SEASONS FUNDRAISING, 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 4 Seasons Fundraising, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

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

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

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

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

Passed and approved this 13th day of April, 2020.

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 April 13, 2020, 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 13th day of April, 2020.

Secretary of the Board of Directors

#### Training Plan and Budget For WTED Project

The following Training Plan reflects the expected training activities for 4 Seasons Fundraising, Inc. 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 4 Seasons Fundraising staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

		Cost	WTED Cost
I.	Job Skill Training Lean Process Map	\$5200.00	\$4249.15
II.	Management/Supervisory Skills		

- III. Materials and Supplies
- IV. Administrative Costs \$ 749.85 \$749.85

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

Total \$5949.85 \$4999.00

The training began 2/26/2020 with completion anticipated by <u>2/25/2021</u>. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least \_8\_unduplicated employees and will show, at the completion of the contract, \$950.85 in-kind cash match. This match will be linked to the training as outlined in this plan.

## WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of				
between Des Moines Area Community College, Ankeny, Iowa,	(the "Community College" and its location),			
and 4 Seasons Fundraising, Inc. , Norwalk ,	(the "Business" and its location), is entered into			
under the following circumstances:				

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

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

## ARTICLE I REPRESENTATIONS

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

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

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

- Section 2.1. The WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) Application for Assistance, as submitted by the Community College in behalf of the Business, and as approved by Community College, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of individuals to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.
- Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded to the College. It is understood and agreed that the Business and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.
- Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.
- Section 2.4. The Business agrees to complete a Performance Report at the completion of training to evaluate the initial impact of training on the Business' operations. The Business also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.
- Section 2.5. It is understood by the Community College and the Business that should project funds not be available or received from the State of Iowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### ARTICLE III PAYMENT AND SECURITY

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of 4999.00 , (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

## ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

## ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

#### ARTICLE VI EVENTS OF DEFAULT

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

- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.
- Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.
- Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of <u>6</u>% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of <u>6</u>% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

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

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

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

#### ARTICLE VII MISCELLANEOUS

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

Community College:	Des Moines Area Community College	
	2006 South Ankeny Boulevard	
	Ankeny, IA 50023	
Business:	4 Seasons Fundraising, Inc.	
	1850 Colonial Pkwy,	
	Norwalk, IA 50211	

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

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

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

Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

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

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

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

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

Des Moines Area Community College	4 Seasons Fundraising, Inc.
Community College	Business
Your delter	Brenle Jean
Authorized Signature	Authorized Signature
Kevin Halterman, Band Vichair	BRENDA PEARSON, DIRECTOR Human ROSARCES
Type Name and Title	Type Name and Title
	bpearson @ capital city fruit. com Email Address
2006 South Ankeny Blvd.	1850 Colonial Pkwy,
Ankeny, IA 50023 Address	Norwalk, IA 50211 Address
4-14-2020	3/5/2020
Date	Date

April 13, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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

\* \* \* \* \*

President of the Board of the 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 BARILLA AMERICA 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 Barilla America 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 \$6,998; and

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

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

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

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

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

Passed and approved this 13th day of April, 2020.

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 April 13, 2020, 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 13th day of April, 2020.

Secretary of the Board of Directors

#### Training Plan and Budget For Barilla America, Inc. WTED Project #1

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

		Cost	WTED Cost
I.	Job Skill Training * Internal Auditor Training ISO 14001 & FSSC22000	\$8,300	\$5,753
IV.	Administrative Costs	\$1,245	\$1,245

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

Total \$9,545 \$6,998

The training began March 1, 2020 with completion anticipated by June 30, 2020. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least <u>5</u> unduplicated employees and will show, at the completion of the contract, \$2,547 in-kind cash match. This match will be linked to the training as outlined in this plan.

## WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of					
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),					
and Barilla America, Inc., Ames, IA , (the "Business" and its location), is entered into under the					
following circumstances:					

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

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

#### ARTICLE I REPRESENTATIONS

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

- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in lower in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in lowa.
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## 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.
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- Section 2.3. Iowa Code section 84A.5 requires the Economic Development Authority to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Business therefore agrees to provide the social security number of each individual who receives training under this contract.
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- 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 lowa within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Business shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

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- 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 \$6,998, (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.

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

#### ARTICLE VI EVENTS OF DEFAULT

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- (A) The Business fails to complete the training project within the agreed period of time as specified in this Contract. In such case, the Business shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Business fails to train the agreed number of employees as specified in this Contract. In such case, the Business shall be required to repay a proportionate amount of total project funds expended by the community college and the Business. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both repayment provisions shall apply.
- (D) The Business fails to comply with any other requirements contained in this Contract. The Business shall be sent written notice by the Community College, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the Community College has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Business ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Business directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the Community College.
- (G) The Business acts in any manner contrary to, or fails to act in accordance with any provision of this Contract.
- (H) Business takes corporate action to effect any of the preceding conditions of default.
- Section 6.2. Whenever an event of default has occurred, further training or payments to the Business shall be suspended.
- Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Business shall immediately pay to the Community College the amount of penalty determined by the Community College. The Business shall also pay interest on the amount to be repaid at the rate of <u>6</u>% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Business shall immediately pay to the Community College the amount expended by the Business and the Community College from the Project Award. The Business shall also pay interest on the amount to be repaid at the rate of 6% per annum. Interest shall accrue from the date of each advance for payment of project expenses.
- Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Business under this Contract.

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

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

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

#### ARTICLE VII MISCELLANEOUS

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

Community College:	Des Moines Area Community College
	2006 South Ankeny Boulevard
	Ankeny, IA 50023
Business:	Barilla America, Inc.
	3311 East Lincoln Way
	Ames, IA 50010

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	Barilla America, Inc.
Community Coilege Teven Dal fer u	Business Lim Undvez
Authorized Signature	Authorized Signature
Keun Halferman Boar Via Char Type Name and Title	Kim Martinez Quality and Technology Type Name and Title Manage
	Kim. Martinez C. barilla. (on Email Address
2006 South Ankeny Blvd.	3311 East Lincoln Way
Ankeny, IA 50023 Address	Ames, IA 50010 Address
4-14-2000 Date	March 25, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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

\* \* \* \* \*

PRESIDENT OF THE BOARD OF

**DIRECTORS** 

Attest:

Secretary of the Board of Directors

#### RESOLUTION

#### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND NORTH STAR POWER LLC.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, 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 North Star Power LLC (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to 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 \$14,625; 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 13th day of April, 2020.

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 April 13, 2020, 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 13th day of April, 2020.

SECRETARY OF THE BOARD OF

DIRECTORS

## 10WA JOBS TRAINING PROGRAM (260F) REQUEST FOR RELEASE OF FUNDS

	Project Loan ID Number Form Approval Letter			
Des Moines Area Community College Community College	Northstar Power, LLC Business			
Emily Betz 515-256-4914  College Contact Person	7301 SE Northstar Drive, Ankeny, IA 50021 Business Location			
The above-referenced Community College and Business has Program (260F) training project to provide job training to Form 260F-2, has been finalized and signed by authorized Business.	employees of the Business. A Training Contract,			
The Iowa Economic Development Authority is therefore r fund this project.	requested to allocate \$_14,625to			
Yawa Helter Mathorized Signature	114-2090 Date			
Approved for allocation by the Iowa Economic Development Authority:				
Authorized Signature	Date			

#### IMPORTANT!

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

Form 260F-4 (revised 07/2016)

# Training Plan and Budget For Northstar Power, LLC 260F Project #1

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

I.	Job Skill Training		ost 19,565	260F Cost \$11,690
	Sales Training - Sandler training which will include is not limited to: 2 day boot camp, biweekly reinforcement sessions for 12 months, Sandler on month agreement, Divine assessment			
II.	Management/Supervisory Skills	\$0	)	\$0
III.	Materials and Supplies	\$0	)	\$0
IV.	Administrative Costs	\$2	2,935	\$2,935
	7	Total \$2	22,500	\$14,625

The training began 3/1/2020 with completion anticipated 1/1/2022. 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.

## IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of \_\_\_\_\_\_\_ (date) between <u>Des Moines Area Community College</u>, <u>Ankeny, IA</u>, (the "Community College" and its location), and <u>Northstar Power</u>, <u>LLC</u>, <u>Ankeny, IA</u>, (the "Employer" and its location), is entered into under the following circumstances:

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

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

#### ARTICLE I REPRESENTATIONS

- Section 1.1. <u>Representations of the Community College.</u> The Community College represents and covenants that:
  - (A) It is duly organized and validly existing under the laws of the State of Iowa;
  - (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
  - (C) It is empowered to enter into the transactions contemplated by this Contract; and
  - (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.
- Section 1.2. <u>Representations and Covenants of the Employer</u>. The Employer represents and covenants that:
  - (A) It is a business duly qualified to do business in Iowa;

- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.
- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies will all local, state, and federal affirmative action requirements.

#### 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 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 Iowa 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 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. 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, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.
- Section 2.5. It is understood by the Community College and the 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 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 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. The Employer and the Community College agree that the Project Award, in the amount of \$14,625, is issued by EDA 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 Iowa 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 the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Iowa 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 ensure 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 ensure compliance with equal employment opportunity laws and regulations.
- Section 5.3. The employer shall ensure, 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 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 material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

- (G) The 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 Iowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6.%. Interest shall accrue from the issuance date specified on the Project Award check.
- Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6. %. Interest shall accrue from the issuance date specified on the Project Award check.
- Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.
- Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other 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 shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

#### ARTICLE VII MISCELLANEOUS

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

Community College: Des Moines Area Community College

2006 S Ankeny Blvd Ankeny, IA 50023

Employer: Northstar Power, LLC

7301 SE Northstar Dr Ankeny, IA 50021

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, and be binding in accordance with its terms on, 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

Northstar Power, LLC

Employer

Authorized Signature

Tim Malloy, Vice President, General Manager

Type Name and Title

7301 SE Northstar Dr

Ankeny, IA 50021

Address

Date

Type Name and Title

Revin Matternen, Board Via Chair

Address

4/14/2020

Date

April 13, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 13th day of April, 2020, at 4:00 p.m., by telephonic conference. The meeting was called to order and there were present, telephonically, the following named Board Members:

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

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

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

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

\*\*\*\*

PRESIDENT OF THE BOARD OF

DIRECTORS

Attest:

Secretary of the Board of Directors

#### RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND SCHURING & UITERMARKT, P.C.

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

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

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

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

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

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

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

- Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.
- <u>Section 4</u>. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 13th day of April, 2020.

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 April 13, 2020, 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 13th day of April, 2020.

SECRETARY OF THE BOARD OF

DIRECTORS

# IOWA JOBS TRAINING PROGRAM (260F) REQUEST FOR RELEASE OF FUNDS

	_20200309170640								
	Project Loan ID Number Form Approval Letter								
Des Moines Area Community College Community College	Schuring & Uitermarkt PC Business								
Kelly Mitchell 641-780-3446	916 W 16th St., Pella, IA 50219								
College Contact Person	Business Location								
The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A <b>Training Contract</b> , Form 260F-2, has been finalized and signed by authorized representatives of the Community College and the Business.  The Iowa Economic Development Authority is therefore requested to allocate \$\( \frac{25,000}{25,000} \) to fund this project.  Authorized Signature  Date									
Approved for allocation by the Iowa Economic Deve	elopment Authority:								
Authorized Signature	Date								

### IMPORTANT!

This form must be uploaded with a copy of the **Training Contract** to the Iowa Economic Development Authority 260F data system.

Form 260F-4 (revised 07/2016)

### Training Plan and Budget For 260F Project

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

		Cost	260F Cost
I.	Job Skill Training Leadership Development & Quickbooks Pro	\$33,445	\$19,983
II.	Management/Supervisory Skills		

- III. Materials and Supplies
- IV. Administrative Costs \$5017 \$5017

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

Total \$38,462 \$25,000

The training began \_1/13/2020\_ with completion anticipated by \_1/12/2022\_\_. 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 \_9\_\_unduplicated employees and will show, at the completion of the contract, \$13,462 in-kind cash match. This match will be linked to the training as outlined in this plan.

# IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of								
(date) between Des Moines Area Community College , Ankeny , (th	e							
"Community College" and its location), and <u>Schuring &amp; Uitermarkt PC</u> , Pella, (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. <u>Representations of the Community College</u>. The Community College represents and covenants that:
  - (A) It is duly organized and validly existing under the laws of the State of Iowa;
  - (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
  - (C) It is empowered to enter into the transactions contemplated by this Contract; and
  - (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.
- Section 1.2. <u>Representations and Covenants of the Employer.</u>
  The Employer represents and covenants that:
  - (A) It is a business duly qualified to do business in Iowa;

- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.
- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies will all local, state, and federal affirmative action requirements.

### 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 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 Iowa 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 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. 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, within 90 days of the completion of training to evaluate the impact of training on the Business' operations.
- Section 2.5. It is understood by the Community College and the 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 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 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. The Employer and the Community College agree that the Project Award, in the amount of \$25,000, is issued by EDA 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 Iowa 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 the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must by approved by the Iowa 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 ensure 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 ensure compliance with equal employment opportunity laws and regulations.
- Section 5.3. The employer shall ensure, 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 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 material false or misleading representations or

warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.

- (G) The 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 lowa Economic Development Authority the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6. %. Interest shall accrue from the issuance date specified on the Project Award check.
- Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Iowa Economic Development Authority the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6.%. Interest shall accrue from the issuance date specified on the Project Award check.
- Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.
- Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other then such notice as may be expressly required herein.
- Section 6.7. In the event any agreement contained in this Contract should be breached by 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 shall assign this Contract to the Iowa Iowa Economic Development Authority for appropriate collection action.

### ARTICLE VII MISCELLANEOUS

Section 7.1. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received one business day following delivery to such nationally recognized overnight air courier; or (c) facsimile, in which case such notice shall be deemed to have been received upon confirmation of such receipt. All notices shall be addressed to the parties at the following addresses:

Community College: Des Moines Area Community College 2006 S Ankeny Blvd Ankeny, IA 50023

Employer: Schuring & Uitermarkt PC 916 W 16<sup>th</sup> St. Pella, IA 50219

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, and he binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not he 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	Schuring & Uitermarkt PC
Year I that her	Wiendy 1.
Authorized Signature	Acethorized Signature
KRUM HOLFON MON BOOK DIG Chair	Wendy Sims. CEO Type Name And Title
2006 S Ankeny Blyd, Ankeny, IA 50023	916 W 16 <sup>th</sup> St., Pella IA 50219 Address
4-14-202U	3/27/20 Date

### Des Moines Area Community College Balance Sheet March 31, 2020

ASSETS		Inrestricted General Fund 1	_	Restricted General Fund 2	_	Auxiliary Fund 3	Agency Fund 4	_	Scholar- ship Fund 5		Loan und 6	_	Plant Fund 7	Total
Current Assets:														
Cash in Banks and Investments		12,007,833	\$	61,062,860	\$	3,025,068	\$3,257,112	\$	(148,288)	\$	33,100	\$	32,828,800	\$ 112,066,485
Accounts Receivable		12,404,046		57,001,422		153,484	9,170		2,072		-		5,658,376	75,228,570
Student Loans		-		-		-	-		-		33,265			33,265
Deposits & Prepaid Expenses		24,034		-		-	-		-		-		-	24,034
Inventories		23,533	_			278,689		_						302,222
Total Current Assets		24,459,446		118,064,282		3,457,241	3,266,282		(146,216)		66,365		38,487,176	187,654,576
Fixed Assets:														
Land, Buildings & Improvements		-				-	-		-		-		224,702,443	224,702,443
Equipment, Leased Prop, Books & Films		-		-		_	-		-		-		18,918,079	18,918,079
Accumulated Depreciation													(88,750,778)	(88,750,778)
Total Fixed Assets	-	-				-	-		-		-		154,869,744	154,869,744
TOTAL ASSETS	\$	24,459,446	\$	118,064,282	\$	3,457,241	\$3,266,282	\$	(146,216)	\$_	66,365	\$	193,356,920	\$ 342,524,320
LIABILITIES AND FUND BALANCES	_													
Liabilities:														
Current Liabilities	\$	4,984,467	\$	1,536,909	\$	120,979	\$ 20,868	\$	- ;	\$	-	\$	192,574	\$ 6,855,797
Long Term Liabilities	·	1,505,500		3,115,354		61,500	-		-		-		5,829,696	10,512,050
Certificates/Bonds Payable		-		59,265,000		-	-		-		-		59,465,000	118,730,000
Health & Dental Liabilities		-		7,663,851		-	-		+		-		-	7,663,851
Deferred Revenue		10,223,066		44,359,968		20,500	-		•		-		-	54,603,534
Deposits Held in Custody for Others		21,520			_		<u>3,245,414</u>	_				_	<u>-</u>	3,266,934
Total Liabilities		16,734,553		115,941,082		202,979	3,266,282		-		-		65,487,270	201,632,166
Fund Balance:														
Unrestricted		7,724,893		-		3,254,262	-		-		-		-	10,979,155
Restricted-Specific Purposes		-		2,123,200		-	-		(146,216)		66,365		(2,705,641)	(662,292)
Net Investment in Plant					_			_				_	130,575,291	130,575,291
Total Fund Balance	-	7,724,893		2,123,200	_	3,254,262	~		(146,216)		66,365		127,869,650	140,892,154
TOTAL LIABILITIES & FUND BAL	\$	24,459,446	\$	118,064,282	\$	3,457,241	\$3,266,282	\$	(146,216)	\$	66,365	\$	193,356,920	\$ 342,524,320

#### Des Moines Area Community College Statement of Revenue, Expenditures and Changes in Fund Balances For the Nine Months Ended March 31, 2020

Revenue:	Unrestricted Fund 1	Restricted Fund 2		Auxiliary Fund 3		Agency Fund 4	;	Scholarship <u>Fund 5</u>		Loan <u>Fund 6</u>		Plant Fund 7		<u>Total</u>
Tuition and Fees	\$ 43,095,752	\$ 842,713	\$	394,602	\$	314,833	s		\$	_	\$	2,202	s	44,650,102
Local Support (Property Taxes)	7,252,380	6,739,261	•	-	•	- 1,000	•	-	•	-	*	7,262,217	Ψ	21,253,858
State Support	26,546,479	6,217,705		-		45,000		-		_		400,000		33,209,183
Federal Support	241,054	2,317,088		-		879,130		14,792,762		-		-		18,230,034
Sales and Services	490,509	-		2,031,463		29,319		-		-		345,347		2,896,639
Training Revenue / ACE	-	8,441,049		-		-		-		-		-		8,441,049
Other Income	1,9 <u>93,</u> 186	<u>6,581,372</u>	_	2,687,464	_	91 <u>5,150</u>	_	<u>171</u>	_		_	449,167	_	12,626,509
Total Revenue	79,619,359	31,139,188		5,113,529		2,183,432		14,792,933		-		8,458,932		141,307,374
Transfers In - General	2,232,637	56,200	_	126,816	_	191,992	_	139,850	_	5,000	_	1 <b>,98</b> 6,0 <u>71</u>	_	4,738,566
Total Revenue and Transfers in	\$ 81,851,996	\$ <u>31,195,388</u>	\$	5,240,345	\$	2,375 <u>,425</u>	\$	14,932,783	\$	5,000	\$	10,445,003	\$	146,045,939
Expenditures:														
Instruction	\$ 45,795,398	\$ 13,898,439	\$	-	\$	-	\$	-	\$	-	\$	•	\$	59,693,837
Academic Support	10,650,135	-		-		-		-		-		-		10,650,135
Student Services	9,395,776			-		-		-		-		-		10,038,407
Institutional Support	11,813,402			•		-		-		-		-		18,238,831
Operation and Maintenance of Plant	6,776,266	8,420,434		-		-		-		-		-		15,196,700
Auxiliary Enterprise Expenditures	***	-		5,349,673		-		-		-		-		5,349,673
Scholarship Expense	-	-		_		-		15,352,722				-		15,352,722
Loan Fund Expense	-	-		-		-		-		(2,272)		-		(2,272)
Plant Fund Expense	-	-		-				-		-		18,036,825		18,036,825
Agency Fund Expense		<del>-</del>	_		_	1,224,234	_		_		_		_	1,22 <u>4,234</u>
Total Expenditures	84,430,978	29,386,932		5,349,673		1,224,234		15,352,722		(2,272)		18,036,825		153,779,092
Transfers Out - General	1,585,507	2,500,285	_	369,104	_	221,839	_	61,830	_		_		_	4,738,566
Total Expenditures and Transfers Out	86,016,485	31,887,218		5,718,777		1,446,073		15,414,552		_(2,272)		18,036,825		158,517,657
Net Increase (Decrease) for the Period	(4,164,489	(691,829	)	(478,432)		929,351		(481,769)		7,272		(7,591,822)		(12,471,718)
,	( ), ,,	, , , , , , , , , , , , , , , , , , , ,		, , , , , , ,				(, ,		,		( 11)		(,,
Fund Balance at Beginning of Year	11,889,382	2,815,030		3,732,694		1,685,788		335,553		59,093		135,461,472		155,979,012
									_		_			
Fund Balance at End of Period	\$ 7,724,893	\$ 2,123,201	\$	3,254,262	\$	2,615,139	\$	(146,216)	\$	66,365	\$	127,869,650	\$	143,507,294

#### DES MOINES AREA COMMUNITY COLLEGE INVESTMENT RECAP 3/312020

DEPOSITORY ACCOUNTS						
Bank			Amount	Rate	<b>Maturity</b>	
Bankers Trust		\$	5,963,344	1.21%	Money Market	
United Bank of Iowa		\$	3,068,668	1.39%	Money Market	
Various Checking Accounts		\$ -	286,750	0.75%	Checking Accounts	
Sub Total		\$	9,318,762			
DMACC INVESTMENTS						
<u>Bank</u>	Purchase Date		<u>Amount</u>	<u>Rate</u>	<b>Maturity</b>	
Bank Iowa		\$	9,943,300	1.31%	Investment Account	
Bank of the West		\$	563,191	1.14%	Checking Accounts	
Lincoln Savings Bank	December 15, 2019	\$	1,000,000	1.93%	December 15, 2020	
Lincoln Savings Bank	December 12, 2019	\$	1,000,000	1.93%	December 12, 2020	
MetaBank	May 30, 2019	\$	1,000,000	2.30%	May 30, 2020	
West Bank		\$	59,362	0.25%	Investment Account	
Wells Fargo		\$	<u>4,651,580</u>	1.51%	Investment Account	
Sub Total		\$	18,217,433			
						Calculated
						Term
ISJIT INVESTMENTS						<u>Months</u>
Great Western Bank	January 10, 2019	\$	1,000,000	2.80%	July 13, 2020	18.3
Lincoln Savings Bank	January 14, 2020	\$	1,000,000	1.86%	January 13, 2021	12.2
Lincoln Savings Bank	January 14, 2020	\$	1,000,000	1.91%	July 12, 2021	18.2
First American Bank	August 15, 2019	\$	3,000,000	2.65%	August 14, 2020	12.2
Green State (Collateralized)		\$	15,810,776	1.30%	Money Market	
Bankers Trust - Des Moines Money Market		\$	212,399	1.21%	Money Market	
Community State Bank		\$	30,028,645	0.63%	Money Market	
ISJIT Diversified Fund		\$	32,478,470	0.38%	Money Market	
Total ISJIT Investments		\$	84,530,290			
Grand Total of Investments		\$	112,066,485			
Count Tatal Misister Assess of Landstone				0.040/		

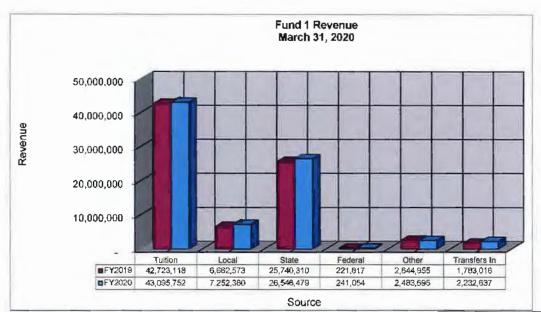
Grand Total Weighted Average of Investments

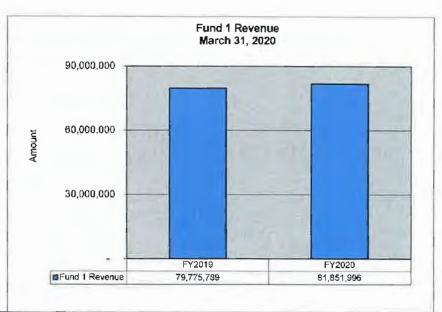
0.94%

### Des Moines Area Community College Fiscal Year Ending June 30, 2020 Budget Report Summary by Fund (All Funds) For the Nine Months Ended March 31, 2020

Fund Name	Fund Number		Board Approved Budget	Working Budget		_	Amount Received/ Expended	Budget Commitments			Working Budget Balance
Revenue Unrestricted Current	1	\$	113,741,171	\$	115,616,441	\$	81,851,996			\$	33,764,445
Restricted Current	2	*	54,281,644	•	57,459,954	Ť	31,195,388				26,264,566
Auxiliary	3		7,359,861		7,738,443		5,240,345				2,498,098
Agency	4		1,353,917		1,416,691		2,375,425				(958,734)
Scholarship	5		19,246,100		19,246,100		14,932,783				4,313,317
Loan	6		5,000		5,000		5,000				-
Plant	7	_	59,748,880	_	59,750,021	_	10,445,003			_	49,305,018
Total Revenue		\$	255,736,573	\$	261,232,650	\$	146,045,939			\$	115,186,711
Expenditures											
Unrestricted Current	1	\$	113,723,614	\$	115,567,614	\$	86,016,485	\$	16,404,124	\$	13,147,005
Restricted Current	2		52,640,863		555,069,704		31,887,218		3,018,955		520,163,531
Auxiliary	3		6,666,399		7,269,056		5,718,777		701,002		849,277 (90,311)
Agency	4		1,320,542		1,398,816		1,446,073		43,054		3,914,548
Scholarship	5		19,341,100		19,329,100 5,000		15,414,552 (2,272)				7,272
Loan	6		5,000		-		• • •		11,147,307		31,863,957
Plant	7		58,292,306	_	61,048,089	-	<u>18,036,825</u>	_	11,141,507	_	<u> </u>
Total Expenditures		\$	251,989,824	\$	759,687,379	\$	158,517,657	\$	31,314,442	\$	569,855,280

#### Des Moines Area Community College Revenue/Expense Comparison With Prior Year For the Nine Months Ended March 31, 2020





Tuition Increase 0.87%
Overall Increase 2.60%

