

Des Moines Area Community College

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Board of Directors Meeting Minutes

5-8-2006

Board of Directors Meeting Minutes (May 8, 2006)

DMACC

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05/08/06

Board of Directors
Des Moines Area Community College

Regular Board Meeting
May 8, 2006 - 4:00 p.m.
DMACC Carroll Campus, Rooms 146-148
906 N. Grant Road, Carroll, Iowa

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentation: Jim Knott, Provost, Carroll Campus
6. Consent Items.
 - a. Consideration of minutes from April 10, 2006 Public Hearing and Regular Board Meeting.
 - b. Consideration of payables.
7. Board Report 06-059. A resolution approving the form and content and execution and delivery of a new jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$35,000 aggregate principal amount of new jobs training certificates (**Hydro Klean, Inc. Project #2**) of the Des Moines Area Community College.
8. Board Report 06-060. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Quality Consulting, Inc.**
9. Board Report 06-061. A resolution approving the form and content and execution and delivery of an Apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee.**
10. Board Report 06-062. A resolution approving the form and content and execution and delivery of an Apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Roofers Local #142 Joint Apprenticeship and Training Committee.**

11. Board Report 06-063. Consideration to renew membership dues to the Association of Community College Trustees (ACCT).
12. Board Report 06-064. Consideration to renew membership dues to the Iowa Association of Community College Trustees (IACCT).
13. Board Report 06-065. Authorization for the Filing and Publication of Notice of the Proposed Amendment to FY2006 Plant Budget (Fund 7) and Establishment of a Date for the Public hearing on Said Proposed Budget Amendment
14. Board Report 06-066. Roberts Dairy Building Demolition.
15. Board Report 06-067. Disaster Recovery/Business Continuity Solutions.
16. Presentation of financial report.
17. Update on SalesLogix Software.
18. President's report.
19. Committee reports.
20. Board members' reports.
21. Information items:
 - May 8 – Board meeting, Carroll Campus; 4:00 p.m.
 - May 8 – Carroll Commencement, Carroll Senior High School; 6:00 p.m.
 - May 18 – GED Graduation; Ankeny Campus Building 6 Auditorium, 7:00 p.m.
 - June 2 – Mitchellville GED Graduation, 2:30 p.m.
 - June 11 – Urban GED Graduation, Hoover High School; 3:00 p.m.
 - June 22-23 – President's Annual Workshop, Decorah (Hosted by NICC)
 - July 26-28 – IACCT State Convention, Mason City (Hosted by NIACC)
 - October 11-14 – ACCT Congress; Orlando, Florida – DMACC Board Retreat
22. Closed Session – Collective Bargaining.
23. Board Report 06-068. Consideration of Collective Bargaining Agreement with the Des Moines Area Community College Educational Service Association for July 1, 2006 – June 30, 2009.
24. Adjourn.

Board of Directors
Des Moines Area Community College

REGULAR BOARD
MEETING
May 8, 2006

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Carroll Campus on May 8, 2006. Board Chair Joe Pugel called the meeting to order at 4:00 p.m.

ROLL CALL

Members present: Jim Crawford, Kevin Halterman, Naomi Neu, Ben Norman, Joe Pugel, Wayne Rouse, Madelyn Tursi.

Members absent: Harold Belken, Cheryl Langston.

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

CONSIDERATION OF
TENTATIVE AGENDA

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

Motion passed unanimously. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

PUBLIC COMMENTS

None.

PRESENTATIONS

Jim Knott, Provost, DMACC Carroll Campus, introduced Dr. Christensen, Mayor of Carroll and Jim Gossett, Director of Economic Development for Carroll, who welcomed everyone to Carroll and spoke about the importance of DMACC to the community.

Provost Knott stated that he appreciated his opportunities at DMACC and recognized his faculty. He then introduced Steve Schulz, Director of the 2+2 Program, who gave a presentation of the 2+2 program with the University of Northern Iowa.

CONSENT ITEMS

Rouse moved; seconded by Neu to approve the consent items: a) Minutes from the April 10, 2006 Public Hearing and Regular Board Meeting; b) Payables (Attachment #1).

Motion passed unanimously. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

APPROVE NEW JOBS
TRAINING AGREEMENT

Board Report 06-059. Attachment #2. Halterman moved; seconded by Crawford recommending that the Board adopt the resolution approving the form and content and execution and delivery of a new jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a Notice of Intention to issue not to exceed \$35,000 aggregate principal amount of new jobs training certificates (Hydro Klean, Inc. Project #2) of the Des Moines Area Community College.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

APPROVE RETRAINING
OR TRAINING
AGREEMENTS

Norman moved; seconded by Crawford to approve items #8 (Quality Consulting, Inc.); #9 (Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee) and #10 (Roofers Local #142 Joint Apprenticeship and Training Committee) as one consent item.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

Quality Consulting, Inc.

Board Report 06-060. Attachment #3. A resolution approving the form and content and execution and delivery of a Grow Iowa Values Fund training contract under **Chapter 260F**, Code of Iowa, for **Quality Consulting, Inc.**

*Heat & Frost Insulators
Local #74 Joint
Apprenticeship and Training
Committee*

Board Report 06-061. Attachment #4. A resolution approving the form and content and execution and delivery of an Apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee.**

*Roofers Local #142 Joint
Apprenticeship and Training
Committee*

Board Report 06-062. Attachment #5. A resolution approving the form and content and execution and delivery of an Apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Roofers Local #142 Joint Apprenticeship and Training Committee.**

MEMBERSHIP DUES TO
ASSOCIATION OF
COMMUNITY COLLEGE
TRUSTEES

Board Report 06-063. Tursi moved; seconded by Crawford recommending that the Board renew membership in ACCT and authorizing payment of annual dues in the amount of \$3,106.00.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

MEMBERSHIP DUES TO
IOWA ASSOCIATION OF
COMMUNITY COLLEGE
TRUSTEES

Board Report 06-064. Rouse moved; seconded by Neu recommending that the Board renew membership to IACCT and authorizing payment of annual dues in the amount of \$46,327.03.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

PROPOSED
AMENDMENT TO FY2006
PLANT BUDGET

Board Report 06-065. Halterman moved; seconded by Rouse recommending that the Board [1] authorize filing and publication of Notice of Public Hearing and Certificate to Amend Current Budget (Fund 7), [2] set the Public Hearing on said Proposed Amendment for June 12, 2006, 4:00 PM, DMACC Urban Campus, 1100 7th Street, Des Moines, Iowa, and [3] direct the Board Secretary to publish notice of the Proposed Amendment as required by law.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

ROBERTS DAIRY
BUILDING DEMOLITION

Board Report 06-066. Crawford moved; seconded by Neu recommending that the Board award the Contract to Metro Wrecking & Excavating, Inc. for demolition of Roberts Dairy building.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse, Tursi. Nay-none.

AGREEMENT WITH
DISASTER RECOVERY/
BUSINESS CONTINUITY
SOLUTIONS

Board Report 06-067. This item was tabled until the June 12, 2006 meeting to allow time to gather additional information.

FINANCIAL REPORT

Doug Williams, Vice President, Business Services presented the April 2006 financial report as shown in Attachment #6 to these minutes.

COMMITTEE REPORTS

None.

CLOSED SESSION –
COLLECTIVE
BARGAINING

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

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse. Nay-none.

RETURN TO OPEN
SESSION

The Board returned to open session at 6:10 pm. A tape recording of the closed session has been placed in the lock box at Community State Bank.

APPROVE COLLECTIVE
BARGAINING
AGREEMENT

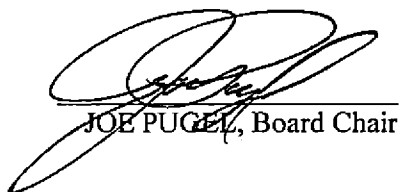
Board Report 06-068. Neu moved; seconded by Halterman recommending that the Board approve the terms of the agreement.

Motion passed on a roll call vote. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse. Nay-none.

ADJOURN

Norman moved to adjourn; seconded by Crawford.

Motion passed unanimously and at 6:15 pm, Board Chair Pugel adjourned the meeting. Aye-Crawford, Halterman, Neu, Norman, Pugel, Rouse. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT
Exhibit "A"

STATE OF IOWA SS
COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the

Accounting Specialist Amanda Mally

of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

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

4-29-06

Subscribed and sworn to before me by said affiant

this 2 day of May
2006

Susan Hazelton
Notary Public in and for Polk County, Iowa

SUSAN HAZELTON
Notarial Seal - Iowa
Commission # 223923
My Commission Expires 8-11-08

R654 NOTICE OF INTENTION TO
ISSUE NEW JOBS TRAINING
CERTIFICATES
(HYDRO-KLEAN INC. PROJECT)
OF DES MOINES AREA
COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$35,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Hydro-Klean Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Hydro-Klean Inc. in Des Moines, Iowa.

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

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

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

By Order of the Board of Directors
Secretary of the Board of Directors



Report: FWR 10
 Date: 04/25/2006
 Time: 09:23 AM

Des Moines Area Community College
 List of checks over \$2,500.00 from 01-APR-2006 to 25-APR-2006

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Accu Mold Corporation	360124	\$12,969.02	\$10,583.98	6269	Accu-Mold Corp 260F	Other Services
			\$1,630.00	6269	Accu-Mold Corp 260F	Other Services
			\$755.04	6269	Accu-Mold Corp 260F	Other Services
Bavarian Inn	360158	\$5,119.25	\$1,035.51	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
			\$1,002.14	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
Blackhawk Automatic Sprin	360163	\$41,752.50	\$41,752.50	7600	Ames Consortium Proj	Buildings and Fixed
Boxercraft	360169	\$2,630.68	\$113.28	6230	Bookstore - Ankeny	Postage and Expediti
			\$2,517.40	6512	Bookstore - Ankeny	General Merchandise
Campus Sales Inc	360176	\$4,299.19	\$3,952.00	6512	Bookstore - Ankeny	General Merchandise
			\$347.19	6230	Bookstore - Ankeny	Postage and Expediti
Central States Roofing	360185	\$35,036.00	\$35,036.00	7600	Ames Consortium Proj	Buildings and Fixed
CI Apparel	360189	\$4,049.97	\$168.00	6512	Bookstore - Ankeny	General Merchandise
			\$726.00	6512	Bookstore - Ankeny	General Merchandise
			\$6.60	6230	Bookstore - Ankeny	Postage and Expediti
			\$13.05	6230	Bookstore - Ankeny	Postage and Expediti
			\$32.27	6230	Bookstore - Ankeny	Postage and Expediti
			\$894.50	6512	Bookstore - Ankeny	General Merchandise
			\$10.28	6230	Bookstore - Ankeny	Postage and Expediti
			\$612.00	6512	Bookstore - Ankeny	General Merchandise
			\$12.51	6230	Bookstore - Ankeny	Postage and Expediti
			\$432.50	6512	Bookstore - Ankeny	General Merchandise
			\$17.33	6230	Bookstore - Ankeny	Postage and Expediti
			\$540.00	6512	Bookstore - Ankeny	General Merchandise
			\$18.43	6230	Bookstore - Ankeny	Postage and Expediti
\$566.50	6512	Bookstore - Ankeny	General Merchandise			
DMACC Foundation	360209	\$21,285.34	\$21,285.34	6269	Strengthng Inst-Titl	Other Services

#1

Report: FWR 40
 Date: 04/25/2006
 Time: 09:23 AM

Des Moines Area Community College
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Drees Heating and Plumbin	360214	\$60,622.59	\$60,622.59	7600	Ames Consortium Proj	Buildings and Fixed
EHS Resource Group LLC	360218	\$3,400.00	\$3,400.00	6019	Office of Exec Dir,	Other Professional S
Electrical Engineering &	360219	\$2,902.14	\$423.36	6322	Info Tech/Network Ad	Materials & Supplies
			\$1,495.00	6323	Outreach Maintenance	Minor Equipment
			\$983.78	6322	Outreach Maintenance	Materials & Supplies
Farm Bureau Financial Ser	360227	\$173,171.91	\$103,215.48	6269	Farm Bureau #3	Other Services
			\$31,175.00	6269	Farm Bureau #3	Other Services
			\$38,781.43	6269	Farm Bureau #3 Train	Other Services
Fischer Architects	360229	\$11,740.22	\$11,740.22	6012	Buildings Equipment	Architect's Fees
Forrest and Associate Inc	360231	\$34,200.00	\$34,200.00	7600	Ames Consortium Proj	Buildings and Fixed
GCommere Inc	360236	\$5,564.15	\$5,564.15	6269	Grow Iowa Values Fun	Other Services
IJUMP Inc	360265	\$14,213.53	\$14,213.53	6190	Utilities	Utilities
Iowa Association of Commu	360273	\$17,575.06	\$75.06	6269	Other General Instit	Other Services
			\$17,500.00	5110	Assistant to the Pre	Regular Admin/Prof
Iowa Communications Netwo	360274	\$16,831.65	\$3,976.63	6150	Campus Communication	Communications
			\$78.55	6150	Campus Communication	Communications
			\$226.75	6150	Campus Communication	Communications
			\$0.60	6150	Campus Communication	Communications
			\$1,506.22	6150	Campus Communication	Communications
			\$43.62	6150	Campus Communication	Communications
			\$150.28	6150	Campus Communication	Communications
			\$5,553.49	6150	Campus Communication	Communications
			\$765.00	6150	Continuing Ed, Criti	Communications
			\$4,530.51	6269	Distance Learning	Other Services
Jasper Winery	360286	\$3,365.78	\$3,365.78	6269	Jasper Winery-Job Sp	Other Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
John Deere Des Moines Wor	360288	\$34,741.89	\$34,741.89	6269	John Deere DSM #2-Tr	Other Services
Martin Brothers Distribut	360303	\$5,179.40	-\$34.92	6511	Cafeteria	Purchases for Resale
			-\$75.54	6511	Cafeteria	Purchases for Resale
			-\$32.86	6511	Cafeteria	Purchases for Resale
			\$1,111.37	6511	Cafeteria	Purchases for Resale
			\$1,412.87	6511	Cafeteria	Purchases for Resale
			\$1,707.91	6511	Cafeteria	Purchases for Resale
			\$5.29	6511	Cafeteria	Purchases for Resale
			\$1,200.90	6511	Cafeteria	Purchases for Resale
			\$26.98	6511	Cafeteria	Purchases for Resale
			-\$122.45	6511	Cafeteria	Purchases for Resale
			-\$20.15	6511	Cafeteria	Purchases for Resale
Mary Greeley Medical Cent	360304	\$3,929.74	\$3,929.74	6269	Non Tort Insurance	Other Services
McFarland Clinic	360305	\$5,651.00	\$5,651.00	6269	Non Tort Insurance	Other Services
Motel 6 Lewisville	360320	\$2,604.22	\$2,604.22	6511	Alumni Association	Purchases for Resale
NetSupport Incorporated	360326	\$2,527.00	\$2,527.00	6269	WLAN Support	Other Services
Nikkel and Associates Inc	360331	\$139,711.27	\$139,711.27	7600	Ames Consortium Proj	Buildings and Fixed
Orning Glass Company	360339	\$6,254.80	\$6,254.80	7600	Ames Consortium Proj	Buildings and Fixed
Plumbers & Steamfitters J	360362	\$76,500.00	\$76,500.00	6269	Apprenticeship-Plumb	Other Services
POS Support LLC	360363	\$3,831.25	\$1,149.37	6265	Bookstore - Ankeny	Software Service Agr
			\$638.54	6265	Bookstore - Carroll	Software Service Agr
			\$638.54	6265	Bookstore - Newton	Software Service Agr
			\$638.54	6265	Bookstore - Boone	Software Service Agr
			\$383.13	6265	Bookstore - West Cam	Software Service Agr
			\$383.13	6265	Bookstore - Urban Ca	Software Service Agr
Priority Envelope Inc.	360367	\$109,009.00	\$109,009.00	6269	Priority Envelope-Jo	Other Services

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Progress Industries	360368	\$6,327.51	\$5,629.53	6269	Progress Industries	Other Services
			\$697.98	6269	Progress Industries	Other Services
Project In Vision	360369	\$34,114.15	\$30,806.15	6269	Project InVision-Job	Other Services
			\$3,308.00	6269	Project InVision-Job	Other Services
Quick Fuel	360372	\$3,619.24	\$3,619.24	6420	Transportation Insti	Vehicle Materials an
R H Grabau Construction I	360383	\$19,138.70	\$19,138.70	7600	Ames Consortium Proj	Buildings and Fixed
Securitas Security Servic	360404	\$12,051.54	\$3,750.96	6261	Physical Plant Opera	Contracted Security
			\$8,300.58	6261	Office of the Dir, P	Contracted Security
Standard Insurance Compan	360414	\$20,104.35	\$14,614.67	2254	Fund 1 General Ledge	Long Term Disability
			\$5,489.68	2255	Fund 1 General Ledge	Misc Insurances Paya
Story Construction	360418	\$24,816.06	\$24,816.06	6019	Ames Consortium Proj	Other Professional S
Turbine Fuel Technologies	360433	\$29,103.02	\$17,325.22	6269	Turbine Fuel Tech-Jo	Other Services
			\$9,877.80	6269	Turbine Fuel Tech-Mg	Other Services
			\$1,900.00	6269	Turbine Fuel Tech-Tr	Other Services
Unimerica Workplace Benef	360435	\$18,638.14	\$13,155.12	2253	Fund 1 General Ledge	Basic Life Insurance
			\$1,043.63	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$3,111.33	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$1,328.06	2255	Fund 1 General Ledge	Misc Insurances Paya
DMACC Foundation	360551	\$17,398.00	\$17,398.00	6210	Maytag Leased Space	Rental of Buildings
J. Gretlein	360553	\$9,000.00	\$4,500.00	6210	Miscellaneous Colleg	Rental of Buildings
			\$4,500.00	6210	Miscellaneous Colleg	Rental of Buildings
Action Office Solutions	360558	\$7,279.70	\$6,775.68	6322	WLAN Support	Materials & Supplies
			\$504.02	6322	WLAN Support	Materials & Supplies
Alliant Energy	360559	\$6,527.26	\$5,347.86	6190	Ames Consortium Proj	Utilities

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Alliant Energy	360559	\$6,527.26	\$1,179.40	6190	Miscellaneous Colleg	Utilities
Associated Builders & Con	360570	\$12,401.58	\$12,401.58	6269	Apprenticeship-Assc	Other Services
Capital Decorating	360594	\$3,248.00	\$3,248.00	6323	Equip Replacement Sc	Minor Equipment
Carrier Access Inc	360600	\$6,000.00	\$6,000.00	6269	Carrier Access, Inc-	Other Services
Continental Western Group	360617	\$21,218.84	\$3,587.69	6269	Continental Western-	Other Services
			\$17,631.15	6269	Continental Western-	Other Services
Dallas County Treasurer	360625	\$9,088.00	\$9,088.00	6210	Dallas County Farm O	Rental of Buildings
Digital Intelligence Syst	360638	\$3,419.10	\$1,139.70	6323	Office of Exec Dean,	Minor Equipment
			\$2,279.40	6323	Story County Academy	Minor Equipment
Dubuque Industrial Supply	360645	\$3,315.14	\$168.98	6322	Tool Machinist	Materials & Supplies
			\$562.52	6322	Outreach Maintenance	Materials & Supplies
			\$300.62	6322	Outreach Maintenance	Materials & Supplies
			\$136.70	6322	Outreach Maintenance	Materials & Supplies
			\$479.97	6322	Outreach Maintenance	Materials & Supplies
			\$73.38	6322	Tool Machinist	Materials & Supplies
			\$974.06	6322	Tool Machinist	Materials & Supplies
			\$343.86	6322	Tool Machinist	Materials & Supplies
			\$275.05	6322	Tool Machinist	Materials & Supplies
G Commerce Inc	360671	\$4,917.73	\$4,917.73	6269	Grow Iowa Values Fun	Other Services
Glaziers Local Union #107	360675	\$38,250.00	\$17,000.00	6269	Apprenticeship-Glaiz	Other Services
			\$21,250.00	6269	Apprenticeship-Glaiz	Other Services
Iowa Central Community Co	360709	\$6,268.65	\$5,500.00	6019	Office of Exec Dir,	Other Professional S
			\$768.65	6322	Life Skills for Pris	Materials & Supplies
Laborers Local Union #177	360740	\$21,250.00	\$21,250.00	6269	Apprenticeship-Labor	Other Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mail Services	360755	\$6,362.64	\$6,143.52	6120	Alumni Association	Printing/Reproductio
			\$219.12	6230	Mail Service	Postage and Expediti
Martin Brothers Distribut	360757	\$6,986.09	-\$11.44	6511	Cafeteria	Purchases for Resale
			\$1,154.65	6511	Cafeteria	Purchases for Resale
			\$1,300.05	6511	Cafeteria	Purchases for Resale
			\$540.46	6517	Cafeteria	Urban Cafe
			-\$60.70	6511	Cafeteria	Purchases for Resale
			\$1,668.87	6511	Cafeteria	Purchases for Resale
			\$1,546.27	6517	Cafeteria	Urban Cafe
			\$336.25	6517	Cafeteria	Urban Cafe
\$511.68	6511	Cafeteria	Purchases for Resale			
MidAmerican Energy Co	360765	\$28,603.98	\$28,603.98	6190	Utilities	Utilities
Midwest Library Service	360770	\$4,594.93	\$2,511.00	6310	Equip Replacement Li	Library Books
			\$199.60	6310	Equip Replacement Li	Library Books
			\$28.14	6310	Equip Replacement Li	Library Books
			\$1,856.19	6310	Equip Replacement Li	Library Books
Midwest Mfg Co	360771	\$2,545.35	\$2,545.35	6269	Midwest Manuf Corp #	Other Services
Mitchell, Susan J.	360776	\$5,207.56	\$5,207.56	6470	Dean, Business & Inf	Travel-Out of State
Moeller Electric	360777	\$3,431.71	\$3,431.71	6090	Physical Plant Opera	Maintenance/Repair o
Smarthinking Inc	360836	\$9,990.00	\$9,990.00	6269	Peer Tutoring	Other Services
Storey Kenworthy	360847	\$14,306.17	\$40.30	6322	Custodial	Materials & Supplies
			\$1,227.88	6322	Dean, Business & Inf	Materials & Supplies
			\$28.34	6322	Office of Exec Dean,	Materials & Supplies
			\$613.43	6322	Data Processing	Materials & Supplies
			\$66.58	6322	Curriculum & Schedul	Materials & Supplies
			\$267.66	6322	Duplicating Services	Materials & Supplies
\$225.46	6322	Office of Controller	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	360847	\$14,306.17	\$1,101.02	6322	Office of Exec Dir,	Materials & Supplies
			\$40.84	6322	Commercial/Advrtsng	Materials & Supplies
			\$158.36	6322	Chrysler Apprentice	Materials & Supplies
			\$331.54	6322	Bookstore - Urban Ca	Materials & Supplies
			\$52.03	6322	Bookstore - Ankeny	Materials & Supplies
			\$195.48	6322	Auto Service	Materials & Supplies
			\$35.87	6322	ASEP Auto	Materials & Supplies
			\$24.02	6322	Assessment Center Se	Materials & Supplies
			\$64.13	6322	Upward Bound Year 14	Materials & Supplies
			\$166.81	6322	Life Skills for Pris	Materials & Supplies
			\$104.39	6322	Life Skills for Pris	Materials & Supplies
			\$300.06	6322	Developmental Educat	Materials & Supplies
			\$109.50	6322	Office of Exec Dean,	Materials & Supplies
			\$311.53	6322	Office of Exec Dean,	Materials & Supplies
			\$117.00	6322	Office of Exec Dean,	Materials & Supplies
			\$322.82	6322	Office of Dean, Scie	Materials & Supplies
			\$283.96	6322	Office of Exec Dean,	Materials & Supplies
			\$51.44	6322	Office of Dean, Indu	Materials & Supplies
			\$727.99	6322	Office of Dean, Heal	Materials & Supplies
			\$64.98	6322	Office of Exec Dean,	Materials & Supplies
			\$17.55	6322	Office Occupations	Materials & Supplies
			\$211.34	6322	Practical Nursing	Materials & Supplies
			\$166.98	6322	NLN Testing	Materials & Supplies
			\$254.45	6322	Non-Credit Civil Eng	Materials & Supplies
			\$222.86	6322	Office of Dir, Marke	Materials & Supplies
			\$210.89	6322	Mechanical Maintenanc	Materials & Supplies
			\$93.17	6322	Mathematics & Scienc	Materials & Supplies
			\$270.40	6322	Library	Materials & Supplies
			\$526.99	6322	Information Systems	Materials & Supplies
			\$58.39	6322	WLAN Support	Materials & Supplies
		\$615.42	6322	Wellness	Materials & Supplies	
		\$175.75	6322	Tool Machinist	Materials & Supplies	
		\$113.73	6322	Office of Dir, Stude	Materials & Supplies	
		\$87.40	6322	Office of Dir, Finan	Materials & Supplies	
		\$232.64	6322	Student Services	Materials & Supplies	

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	360847	\$14,306.17	\$53.95	6322	Student Services	Materials & Supplies
			\$34.19	6322	Admissions/Registrat	Materials & Supplies
			\$243.35	6322	Office of the Presid	Materials & Supplies
			\$71.06	6322	Physical Plant Opera	Materials & Supplies
			\$79.08	6322	Physical Plant Opera	Materials & Supplies
			\$645.59	6322	Office of the Dir, P	Materials & Supplies
			\$511.33	6322	Other General Instit	Materials & Supplies
			\$5.94	6322	High School Completi	Materials & Supplies
			\$64.78	6322	Hotel/Restaurant Man	Materials & Supplies
			\$28.16	6322	Continuing Ed, Healt	Materials & Supplies
			\$124.72	6322	Health Care Administ	Materials & Supplies
			\$767.12	6322	Youth at Risk - ESL	Materials & Supplies
			\$828.70	6322	Economic Development	Materials & Supplies
			\$44.96	6322	Distance Learning	Materials & Supplies
			\$84.64	6322	Continuing Ed, 2 Day	Materials & Supplies
			-\$15.36	6322	Evening & Weekend	Materials & Supplies
			-\$42.69	6322	Child Care	Materials & Supplies
			\$41.52	6322	Physical Plant Opera	Materials & Supplies
\$317.44	6322	Student Records/Serv	Materials & Supplies			
\$40.10	6322	Dental Hygiene	Materials & Supplies			
\$86.21	6322	Continuing Ed, Gener	Materials & Supplies			
SunGard SCT - Corp	360851	\$3,553.00	\$3,900.00	6269	Pffoce pf VP, Info S	Other Services
			-\$347.00	6269	Pffoce pf VP, Info S	Other Services
TriPoint Audio Technoligi	360860	\$3,062.20	\$3,062.20	6322	Pffoce pf VP, Info S	Materials & Supplies
United Union of Roofers W	360868	\$4,250.00	\$4,250.00	6269	Apprenticeship-Roofo	Other Services
Vital Support Systems	360878	\$49,120.00	\$49,120.00	6323	Story County Academy	Minor Equipment
Waste Mgmt of Iowa Corp.	360885	\$3,520.94	\$3,213.62	6030	Custodial	Custodial Services
			\$126.34	6030	Physical Plant Opera	Custodial Services
			\$180.98	6030	Custodial	Custodial Services
Xerox Corp	360893	\$3,939.96	\$504.00	6322	Duplicating Services	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Xerox Corp	360893	\$3,939.96	\$268.80	6511	Duplicating Services	Purchases for Resale
			\$1,419.34	6060	Duplicating Services	Maintenance/Repair o
			\$1,747.82	6060	Duplicating Services	Maintenance/Repair o
Christianis VIP Catering	360910	\$2,641.80	\$2,641.80	6321	Student Activities	Food
Ameriprise Financial Serv	360984	\$2,722.50	\$2,722.50	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Collection Services Cente	360988	\$6,836.81	\$6,836.81	2299	Fund 1 General Ledge	Other Employee Deduc
DMACC HEA	360997	\$3,823.69	\$3,823.69	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
IPERS	361010	\$61,471.63	\$61,471.63	2230	Fund 1 General Ledge	IPERS Payable
Vanguard Group	361045	\$6,846.20	\$6,846.20	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Veridian Credit Union	361048	\$4,440.00	\$4,440.00	2299	Fund 1 General Ledge	Other Employee Deduc
Academy Roofing & Sheet M	361054	\$246,029.79	\$454.79	6090	Buildings Equipment	Maintenance/Repair o
			\$245,575.00	6090	Buildings Equipment	Maintenance/Repair o
Ahlers and Cooney PC	361055	\$8,035.50	\$4,246.00	6013	Office of Sr VP, Bus	Legal Fees
			\$2,554.50	6013	Office of Sr VP, Bus	Legal Fees
			\$320.00	6013	Office of Sr VP, Bus	Legal Fees
			\$420.00	6013	Office of Sr VP, Bus	Legal Fees
			\$495.00	6013	Office of Sr VP, Bus	Legal Fees
AVI Systems	361075	\$9,554.54	\$9,554.54	6378	ICN Operations	Materials/Supplies f
Bavarian Inn	361079	\$5,840.56	\$1,002.14	6321	Continuing Ed, 2 Day	Food
			\$1,540.80	6269	Continuing Ed, 2 Day	Other Services
			\$900.00	6269	Transportation Insti	Other Services
			\$1,444.50	6269	Continuing Ed, 2 Day	Other Services
			\$953.12	6321	Continuing Ed, 2 Day	Food
Carpenters Local 106 JATC	361090	\$59,500.00	\$59,500.00	6269	Apprenticeship-Carpe	Other Services

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Check All Valve	361095	\$3,557.62	\$3,557.62	6269	Intl Valve Corp/Chec	Other Services
Commercial Card Solutions	361100	\$10,527.47	\$947.78	6420	Office of the Dir, P	Vehicle Materials an
			\$586.53	6420	Transportation Insti	Vehicle Materials an
			\$74.00	6420	Auto Service	Vehicle Materials an
			\$188.64	6420	Economic Development	Vehicle Materials an
			\$172.01	6420	Youth at Risk - Anke	Vehicle Materials an
			\$150.92	6420	Office of Exec Dean,	Vehicle Materials an
			\$107.95	6420	Office of Exec Dean,	Vehicle Materials an
			\$1,288.20	6420	Grounds	Vehicle Materials an
			\$693.93	6420	Transportation	Vehicle Materials an
			\$41.50	6420	Physical Plant Opera	Vehicle Materials an
			\$85.59	6420	Physical Plant Opera	Vehicle Materials an
			\$93.00	6420	Physical Plant Opera	Vehicle Materials an
			\$1,036.21	6420	Mechanical Mainten	Vehicle Materials an
			\$265.01	6420	Motorcycle and Moped	Vehicle Materials an
			\$410.30	6420	Pffoce pf VP, Info S	Vehicle Materials an
			\$128.22	6420	Building Trades	Vehicle Materials an
			\$71.90	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$79.00	6420	Campus Communication	Vehicle Materials an
			\$86.60	6420	Custodial	Vehicle Materials an
			\$129.63	6420	Mail Service	Vehicle Materials an
			\$3,890.55	6420	Vehicle Pool	Vehicle Materials an
Concept Machine Tool Sale	361101	\$7,608.21	\$7,608.21	7100	Equip Replacement In	Furniture, Machinery
Cryogel	361105	\$5,252.00	\$5,252.00	6377	Chiller Repairs	Materials/Supplies f
Davis Brown Koehn Shors a	361109	\$10,685.35	\$5.23	6013	Moehl Millwork - Fin	Legal Fees
			\$591.07	6013	Office of Sr VP, Bus	Legal Fees
			\$129.75	6013	Structural Comp Syst	Legal Fees
			\$260.89	6013	Fareway #3-Financial	Legal Fees
			\$260.89	6013	Caremoli-USA - Finan	Legal Fees
			\$219.59	6013	Vermeer MFG Financia	Legal Fees
			\$219.59	6013	TrueNorth Enterprise	Legal Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Davis Brown Koehn Shors a	361109	\$10,685.35	\$219.59	6013	Techniplas - Financi	Legal Fees
			\$219.59	6013	Project InVision-Fin	Legal Fees
			\$219.59	6013	Midland Natl Life #4	Legal Fees
			\$219.59	6013	Mid-America Mfg #2 -	Legal Fees
			\$219.59	6013	Meredith Corp - Fina	Legal Fees
			\$219.59	6013	M.H. Eby -	Legal Fees
					Financial	
			\$219.59	6013	Lincolnway Energy-Fi	Legal Fees
			\$219.59	6013	Lightedge Solutions-	Legal Fees
			\$219.59	6013	John Deere DSM #3 -	Legal Fees
			\$219.59	6013	Future Health - Fina	Legal Fees
			\$219.59	6013	Five Star Industries	Legal Fees
			\$219.59	6013	DeWaay Capital - Fin	Legal Fees
			\$219.59	6013	Carrier Access #2 -	Legal Fees
			\$219.59	6013	Caremoli-USA - Finan	Legal Fees
			\$219.59	6013	Mortgagehub.com-Fina	Legal Fees
			\$219.59	6013	Fareway #3-Financial	Legal Fees
			\$219.59	6013	Moehl Millwork - Fin	Legal Fees
			\$109.21	6013	Structural Comp Syst	Legal Fees
			\$51.99	6013	Economic Development	Legal Fees
			\$260.89	6013	Meredith Corp - Fina	Legal Fees
			\$260.89	6013	M.H. Eby -	Legal Fees
					Financial	
			\$260.89	6013	Lincolnway Energy-Fi	Legal Fees
			\$260.89	6013	Lightedge Solutions-	Legal Fees
			\$260.89	6013	John Deere DSM #3 -	Legal Fees
			\$260.89	6013	Future Health - Fina	Legal Fees
			\$260.89	6013	Five Star Industries	Legal Fees
			\$260.89	6013	DeWaay Capital - Fin	Legal Fees
			\$260.89	6013	Carrier Access #2 -	Legal Fees
\$2.60	6013	Structural Comp Syst	Legal Fees			
\$1.24	6013	Economic Development	Legal Fees			
\$11.79	6013	Office of Sr VP, Bus	Legal Fees			
\$260.89	6013	Vermeer MFG Financia	Legal Fees			
\$260.89	6013	TrueNorth Enterprise	Legal Fees			
\$260.89	6013	Techniplas - Financi	Legal Fees			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Davis Brown Koehn Shors a	361109	\$10,685.35	\$260.89	6013	Midland Natl Life #4	Legal Fees
			\$260.89	6013	Mid-America Mfg #2 -	Legal Fees
			\$5.23	6013	Lightedge Solutions-	Legal Fees
			\$5.23	6013	John Deere DSM #3 -	Legal Fees
			\$5.23	6013	Future Health - Fina	Legal Fees
			\$5.23	6013	Five Star Industries	Legal Fees
			\$5.23	6013	DeWaay Capital - Fin	Legal Fees
			\$5.23	6013	Carrier Access #2 -	Legal Fees
			\$5.23	6013	Caremoli-USA - Finan	Legal Fees
			\$5.23	6013	Mortgagehub.com-Fina	Legal Fees
			\$5.23	6013	Fareway #3-Financial	Legal Fees
			\$497.44	6013	Office of Sr VP, Bus	Legal Fees
			\$5.23	6013	Vermeer MFG Financia	Legal Fees
			\$5.23	6013	TrueNorth Enterprise	Legal Fees
			\$5.23	6013	Techniplas - Financi	Legal Fees
			\$5.23	6013	Project InVision-Fin	Legal Fees
			\$5.23	6013	Midland Natl Life #4	Legal Fees
			\$5.23	6013	Mid-America Mfg #2 -	Legal Fees
			\$5.23	6013	M.H. Eby -	Legal Fees
			Des Moines Water Works	361118	\$7,689.45	\$63.64
\$38.60	6190	Utilities				Utilities
\$14.22	6190	Utilities				Utilities
\$80.26	6190	Utilities				Utilities
\$14.59	6511	House 52 - 3637 SW G				Purchases for Resale
\$158.07	6190	Utilities				Utilities
\$58.91	6190	Utilities				Utilities
\$46.95	6190	Utilities				Utilities
\$27.99	6190	Utilities				Utilities
\$47.20	6190	Utilities				Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Des Moines Water Works	361118	\$7,689.45	\$20.68	6190	Horticulture	Utilities
			\$30.89	6190	Utilities	Utilities
			\$31.39	6190	Utilities	Utilities
			\$6,845.68	6190	Utilities	Utilities
			\$182.86	6190	Utilities	Utilities
			\$27.52	6190	Utilities	Utilities
Digital Intelligence Syst	361119	\$2,778.08	\$2,093.48	6323	Technical Update Equ	Minor Equipment
			\$684.60	6323	Story County Academy	Minor Equipment
DMACC Foundation	361122	\$17,398.00	\$17,398.00	6210	Maytag Leased Space	Rental of Buildings
Ed Stivers Ford Inc	361130	\$13,882.00	\$13,882.00	7400	Vehicle Pool	Vehicles
Harkers Distribution Inc	361156	\$3,910.42	\$330.38	6322	Hotel/Restaurant Man	Materials & Supplies
			\$745.52	6518	Hospitality Careers	Gourmet Dinners
			\$210.70	6519	Bistro	College Inn
			\$1,271.65	6519	Bistro	College Inn
			\$549.47	6519	Bistro	College Inn
\$802.70	6518	Hospitality Careers	Gourmet Dinners			
Hewlett Packard	361166	\$4,495.48	\$120.00	6322	Equip Replacement We	Materials & Supplies
			\$2,488.00	6323	Story County Academy	Minor Equipment
			\$1,887.48	6060	WLAN Support	Maintenance/Repair o
Int'l Union Bricklayers &	361177	\$8,500.00	\$8,500.00	6269	Apprenticeship-Brick	Other Services
Iowa Operating Engineers	361181	\$42,500.00	\$42,500.00	6269	Apprenticeship-Opera	Other Services
Iron Workers Local #67	361184	\$27,200.00	\$27,200.00	6269	Apprenticeship-Ironw	Other Services
Karl Chevrolet	361195	\$17,386.54	-\$38.48	6511	Auto Mechanics	Purchases for Resale
			-\$33.64	6511	Auto Mechanics	Purchases for Resale
			\$9.34	6511	Auto Mechanics	Purchases for Resale
			\$5.03	6511	Auto Mechanics	Purchases for Resale

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Karl Chevrolet	361195	\$17,386.54	\$33.64	6511	Auto Mechanics	Purchases for Resale
			\$1.14	6511	Auto Mechanics	Purchases for Resale
			\$4.99	6511	Auto Mechanics	Purchases for Resale
			\$62.95	6511	Auto Mechanics	Purchases for Resale
			\$31.30	6511	Auto Mechanics	Purchases for Resale
			\$19.14	6511	Auto Mechanics	Purchases for Resale
			\$385.59	6511	Auto Mechanics	Purchases for Resale
			\$49.36	6511	Auto Mechanics	Purchases for Resale
			\$19.45	6511	Auto Mechanics	Purchases for Resale
			\$55.92	6511	Auto Mechanics	Purchases for Resale
			\$88.32	6511	Auto Mechanics	Purchases for Resale
			\$7.62	6511	Auto Mechanics	Purchases for Resale
			\$28.89	6511	Auto Mechanics	Purchases for Resale
			\$24.48	6511	Auto Mechanics	Purchases for Resale
			\$3.37	6511	Auto Mechanics	Purchases for Resale
\$9.48	6511	Auto Mechanics	Purchases for Resale			
\$7.28	6511	Auto Mechanics	Purchases for Resale			
\$21.37	6511	Auto Mechanics	Purchases for Resale			
			\$16,590.00	7400	Vehicle Pool	Vehicles
KJWW Engineering Consulta	361201	\$31,081.05	\$31,081.05	6015	Iowa Energy Ctr Ener	Consultant's Fees
Krueger International	361204	\$7,064.31	\$7,064.31	6322	Equip Replacement Sc	Materials & Supplies
Loos, James C.	361215	\$4,207.34	\$4,207.34	6470	Concert Choir	Travel-Out of State
Maplesoft	361220	\$17,515.00	\$17,515.00	6324	Technical Update Equ	Computer Software
Mark Poole dba Discovery	361221	\$3,335.00	\$3,335.00	6019	Office of Dir, Marke	Other Professional S
McGraw Hill Companies	361223	\$4,642.79	-\$278.75	6520	Bookstore - Ankeny	Purchases for Resale
			-\$1,116.50	6520	Bookstore - Carroll	Purchases for Resale
			\$5,848.75	6520	Bookstore - Newton	Purchases for Resale
			\$189.29	6520	Bookstore - West Cam	Purchases for Resale
Mid American Safety and H	361228	\$4,720.00	\$680.00	6269	Mine Safety	Other Services

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mid American Safety and H	361228	\$4,720.00	\$320.00	6269	Mine Safety	Other Services
			\$220.00	6269	Mine Safety	Other Services
			\$120.00	6269	Mine Safety	Other Services
			\$280.00	6269	Mine Safety	Other Services
			\$340.00	6269	Mine Safety	Other Services
			\$500.00	6269	Mine Safety	Other Services
			\$340.00	6269	Mine Safety	Other Services
			\$1,280.00	6269	Mine Safety	Other Services
			\$240.00	6269	Mine Safety	Other Services
			\$400.00	6269	Mine Safety	Other Services
MidAmerican Energy Co	361230	\$11,767.06	\$1,508.74	6190	Physical Plant Opera	Utilities
			\$4,625.34	6190	Utilities	Utilities
			\$269.99	6190	Utilities	Utilities
			\$63.08	6190	Utilities	Utilities
			\$1,253.73	6190	Utilities	Utilities
			\$1,294.55	6190	Utilities	Utilities
			\$2,475.11	6190	Utilities	Utilities
			\$165.09	6511	House 52 - 3637 SW G	Purchases for Resale
			\$111.43	6511	2402 SW 36th Street-	Purchases for Resale
Midwest Library Service	361231	\$2,516.23	\$28.14	6310	Equip Replacement Li	Library Books
			\$2,488.09	6310	Library	Library Books
Midwest Office Technology	361232	\$5,380.27	\$9.86	6060	STRIVE	Maintenance/Repair o
			\$36.54	6060	STRIVE	Maintenance/Repair o
			\$53.53	6060	Youth at Risk - Anke	Maintenance/Repair o
			\$101.73	6060	ESL	Maintenance/Repair o
			\$743.58	6060	Office of Dean, Scie	Maintenance/Repair o
			\$86.19	6060	Office of Dir, Purch	Maintenance/Repair o
			\$86.20	6060	Office of Controller	Maintenance/Repair o
			\$86.19	6060	Office of Exec Dir,	Maintenance/Repair o
			\$224.15	6060	Economic Development	Maintenance/Repair o
			\$2.49	6060	Practical Nursing	Maintenance/Repair o
			\$9.12	6060	Equip Replacement St	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	361232	\$5,380.27	\$4.78	6060	WLAN Support	Maintenance/Repair o
			\$64.51	6060	Library	Maintenance/Repair o
			\$188.83	6060	Health Care Administ	Maintenance/Repair o
			\$34.04	6060	Office of Exec Dean,	Maintenance/Repair o
			\$38.31	6060	Office of Exec Dean,	Maintenance/Repair o
			\$49.48	6060	Practical Nursing	Maintenance/Repair o
			\$46.44	6060	Continuing Ed, Nurse	Maintenance/Repair o
			\$13.40	6060	Office of Dir, Finan	Maintenance/Repair o
			\$0.05	6060	Transportation Insti	Maintenance/Repair o
			\$38.93	6060	Recreation	Maintenance/Repair o
			\$1.12	6060	Practical Nursing	Maintenance/Repair o
			\$329.60	6060	Office of Dean, Scie	Maintenance/Repair o
			\$34.36	6060	Adult Basic Educatio	Maintenance/Repair o
			\$127.46	6060	Office of the Dir, P	Maintenance/Repair o
			\$51.66	6060	Library	Maintenance/Repair o
			\$64.55	6060	Office of Dir, Marke	Maintenance/Repair o
			\$15.22	6060	Chrysler Apprentice	Maintenance/Repair o
			\$133.89	6060	Adult Basic Educatio	Maintenance/Repair o
			\$447.50	6060	Student Services	Maintenance/Repair o
			\$77.78	6060	Equip Replacement In	Maintenance/Repair o
\$506.08	6060	Chrysler Apprentice	Maintenance/Repair o			
\$278.12	6060	Organization & Opera	Maintenance/Repair o			
\$371.14	6060	Other General Instit	Maintenance/Repair o			
\$845.11	6060	Office of Exec Dean,	Maintenance/Repair o			
\$178.33	6060	Office of Sr VP, Com	Maintenance/Repair o			
NCS Pearson Incorporated	361238	\$7,683.36	\$7,683.36	6323	Newton Polytechnic E	Minor Equipment
NexGen Integrated Communi	361240	\$7,572.24	\$7,572.24	6269	NexGen Communication	Other Services
OSE Office Furniture Inc.	361243	\$4,676.85	\$4,676.85	6378	Equipment Replacemen	Materials/Supplies f
Painters and Allied Trade	361245	\$42,500.00	\$21,250.00	6269	Apprenticeship-Paint	Other Services
			\$21,250.00	6269	Apprenticeship-Paint	Other Services
Pigott Inc Office Pavilio	361251	\$4,649.27	\$4,361.15	7100	District Library Sup	Furniture, Machinery

Report: FWR040
 Date: 04/25/2006
 Time: 09:23 AM

Des Moines Area Community College
 List of checks over \$2,500.00 from 01-APR-2006 to 25-APR-2006

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pigott Inc Office Pavilio	361251	\$4,649.27	\$288.12	7100	District Library Sup	Furniture, Machinery
Public Financial Manageme	361254	\$62,352.76	\$35,415.56	6014	Multiple Project 33	Financial Serv Fees
			\$26,937.20	6014	Multiple Project 34	Financial Serv Fees
Securitas Security Servic	361278	\$13,072.23	\$4,451.36	6261	Physical Plant Opera	Contracted Security
			\$8,620.87	6261	Office of the Dir, P	Contracted Security
Seneca Companies	361281	\$33,211.20	\$33,211.20	7600	Story County Academy	Buildings and Fixed
Spectrum Industries Inc.	361291	\$4,423.84	\$4,423.84	6323	Equipment Replacemen	Minor Equipment
State of Iowa Department	361293	\$7,500.00	\$7,500.00	6269	Continuing Ed, 2 Day	Other Services
Thomson Learning	361304	\$3,575.63	-\$418.50	6520	Bookstore - Urban Ca	Purchases for Resale
			\$3,994.13	6520	Bookstore - Newton	Purchases for Resale
US Postmaster	361313	\$3,000.00	\$3,000.00	6230	Mail Service	Postage and Expediti
Wakeman Equipment Sales I	361318	\$45,850.00	\$45,850.00	7100	Story County Academy	Furniture, Machinery
Waste Mgmt of Iowa Corp.	361321	\$3,613.93	\$12.61	6269	Grounds	Other Services
			\$3,189.82	6030	Custodial	Custodial Services
			\$411.50	6030	Physical Plant Opera	Custodial Services
REPORT TOTAL			\$2,284,661.79			

Carroll, Iowa
May 8, 2006

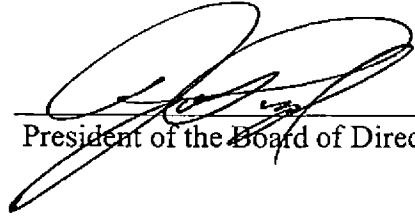
The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of May, 2006, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

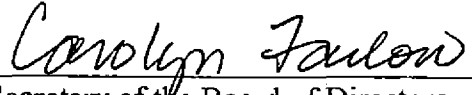
Matters were discussed concerning a New Jobs Training Agreement between the College and Hydro-Klean Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$35,000 Aggregate Principal Amount of New Jobs Training Certificates (Hydro-Klean Inc. Project) of the Des Moines Area Community College". The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



President of the Board of Directors

Attest:


Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$35,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (HYDRO-KLEAN INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

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

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

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

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$35,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$35,000 of New Jobs Training Certificates (Hydro-Klean Inc. Project) of the College (the "Certificates"), with \$26,000 of the Certificates issued under the Act and \$9,000 of the Certificates issued under the Supplemental Act; and

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

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

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

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

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(HYDRO-KLEAN INC. PROJECT)
OF DES MOINES AREA COMMUNITY COLLEGE

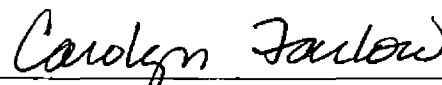
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$35,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Hydro-Klean Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Hydro-Klean Inc. in Des Moines, Iowa.

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

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

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

By Order of the Board of Directors



Secretary of the Board of Directors

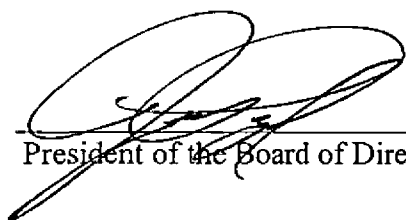
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$35,000 of New Jobs Training Certificates (Hydro-Klean Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

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

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

Passed and approved this 8th day of May, 2006.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF CARROLL)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 8, 2006, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of May, 2006.



Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Hydro Klean, Inc.

Project # 2

Dated as of May 8, 2006

INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of May 8, 2006 between Des Moines Area Community (the "Area School"), Ankeny, Iowa and Hydro Klean, Inc. (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

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

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with

the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

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

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the

payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

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

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

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

ARTICLE III

PAYMENTS AND SECURITY

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

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

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

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

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

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

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

or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE V

MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President
Des Moines Area Community College
2006 S. Ankeny Blvd.
Ankeny, Iowa 50021

If to the Employer: David Jass
Hydro Klean
333 NW 49th Place
Des Moines, IA 50313

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

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

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

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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

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

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

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

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

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

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

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

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

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

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

[END OF TEXT]

↓ EMPLOYER ↓

Hydro Klean

[Printed Name of Employer] Hydro Klean
[Federal I.D. #] 42-105483 1052483

By: David Jass
[Printed Name] David JASS
[Printed Title] President
Email address djass@hydro-klean.com
Date: 4-10-06

ATTEST:

By: _____
[Printed Name] _____
[Printed Title] _____

State of Iowa
County of Polk :ss

On this date: April 10, 2006
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] David Jass to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] President of the above named Employer, a corporation organized in the State of Iowa; that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] April 10, 2006

[SEAL]



Becky Merical

Notary Public In and For Said County and State
[Printed Name] Becky Merical
Commission Expires [Date] June 10, 2007

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Pugel
[Printed Name] Joe Pugel
[Printed Title] Board President
Date: 5/8/06

ATTEST:

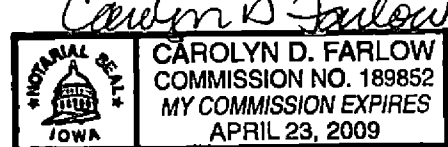
By: _____
[Printed Name] _____
[Printed Title] _____

State of Iowa
County of Polk :ss

On this date: May 8, 2006
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Pugel to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Board President of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:
[Date] 5/8/06

[SEAL]



Carolyn D Farlow

Notary Public In and For Said County and State
[Printed Name] Carolyn D Farlow
Commission Expires [Date] 4/23/09

EXHIBIT "A"

DESCRIPTION OF THE PROJECT

(See attached training plan)

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

Lots 58, 59, and 60 and S 100F Lot 61 Derickson Acres; and Lots 16, 17, and 18 Highland Park Acres.

DESCRIPTION OF PERSONAL PROPERTY

TRAINING PLAN
AND
BUDGET
FOR
Hydro Klean
PROJECT #2

Prepared By:
Jeff Janes
Training Consultant
DMACC Business Resources
Des Moines Area Community College

**INTRODUCTION
HYDRO KLEAN
PROJECT # 2**

COMPANY BACKGROUND

Hydro Klean began in Nevada, Iowa in 1976 as Krebs Enterprises, selling sewer cleaning machines to municipalities in Iowa, Nebraska, and South Dakota. In 1983, the company changed its name to KEI/DBA Hydro Klean. The company was purchased by Andy and Becky Merial in 1991 and the company was moved to Ankeny. In 1999, the company's corporate name changed to Hydro Klean, and equipment sales shifted from sewer cleaning machines to industrial jetting equipment. In 2002, Hydro Klean moved to its present location with 42 employees. Since 1991, sales growth has exceeded 800%.

LOCATION OF PROJECT

333 NW 49th Place, Des Moines, IA 50313

BASE HEAD COUNT

52

NUMBER OF NEW POSITIONS

10

PREVIOUS PROJECTS

Project #1 2005

SUPPLEMENTAL INFORMATION

2 positions exceed the average Region XI wage of \$13.19 per hour.

PRELIMINARY DATE

January 1, 2006

PROJECT END DATE

August 2009

LIST OF POSITIONS
HYDRO KLEAN
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Client Services Representative	1	\$ 21.64
Service Laborer	6	\$ 11.00
Accounting Clerk	1	\$ 11.00
Service Laborer	1	\$ 12.50
Health and Safety Coordinator	1	\$ 20.44

Company Benefits:

6 Holidays
Health Insurance
Dental Insurance
Vacation
Sick Leave
Bereavement Leave
IRA Retirement fund
Long term disability
Life Insurance
Uniform/Clothing allowance
Continuing Education

NEW POSITIONS: 10

TRAINING PLAN

TRAINING FUND: 26,195.00

DMACC FEE IV: 917.00

AVAILABLE TRAINING: 25,278.00

COMPANY: Hydro Klean

PROJECT # 2

BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Safety Training Hydro Klean is in a business that requires a great deal of safety training for its employees. Improved safety skills will help create a safer work environment.</p>	<p>Outcomes to include: - reduced workplace accidents. - OSHA compliance. - a decrease in absenteeism that is due to work-related injuries.</p>	<p>DMACC and/or outside vendors to provide training that will improve the safety skills of Hydro Klean personnel. May include classes, seminars, or training. Topics may include 40 hour Hazwoper, Confined Space Entry, OSHA 10 hour, First Aid and CPR. Materials may be included.</p>	\$9,000.00	8,000.00		1,000.00	
<p>Professional Skill Development Hydro Klean employees need to have a variety fo skills in order to perform their jobs effectively. These skills are needed for front line employees as well as managers and supervisors.</p>	<p>Outcomes to include: - improved time management skills. - improved project management skills. - improved knowledge of hazardous materials. - new operations management skills.</p>	<p>Classes, seminars, and training to be provided by DMACC and/or outside vendors. Training topics may include time management, project management, operations management, environmental and hazardous materials. May include materials</p>	\$9,000.00	8,000.00		1,000.00	
<p>Management/Supervisory Training Management and leadership skills are needed for an organization to handle growth. Hydro Klean realizes that managers and supervisors need to be equipped with the skills necessary to foster a team environment and provide effective leadership.</p>	<p>Outcomes to include: - improved business strategy skills. - increased leadership ability. - managers who effectively coach and develop their employees. - improved training ability for managers - improved communication skills.</p>	<p>DMACC and/or outside vendors to provide training that will improve the management skills of the organization. Topics may include business skills and strategy, leadership and management skill development, communication skills, and coaching and counseling.</p>	\$7,278.00		6,000.00	1,278.00	
TOTAL			\$25,278.00	16,000.00	6,000.00	3,278.00	0.00

**TRAINING BUDGET
FOR
HYDRO KLEAN
PROJECT #2**

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

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

I.	JOB SKILL TRAINING	\$16,000
II.	SUPERVISORY SKILLS	\$6,000
III.	TRAINING MATERIALS	\$3,278
IV.	DMACC FEE	\$917
V.	ON THE JOB TRAINING	\$0
	TOTAL TRAINING BUDGET	\$26,195

The training began January 1, 2006 and will continue to September 2009.

Upon receipt of proper documentation, reimbursement to Hydro Klean for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Hydro Klean with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Carroll, Iowa
May 8, 2006

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of May, 2006, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Training Contract between the College and Quality Consulting, 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 an Iowa Values Fund Training Contract between the College and Quality Consulting, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND TRAINING CONTRACT BETWEEN THE COLLEGE AND QUALITY CONSULTING, INC.

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

WHEREAS, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

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

WHEREAS, the IDED has approved an application by the College for Grow Iowa Values Funds 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, an Iowa Values Fund 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 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:

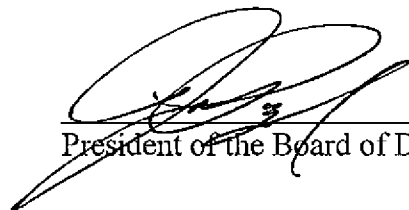
Section 1. That the Iowa Values Fund Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund 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 Iowa Values

Fund Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

Passed and approved this 8th day of May, 2006.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 8, 2006, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of May, 2006.



SECRETARY OF THE BOARD OF
DIRECTORS

GROW IOWA VALUES FUND TRAINING CONTRACT

This Grow Iowa Values Fund TRAINING CONTRACT (the "Contract"), effective as of May 8, 2006 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Quality Consulting, Inc., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

ARTICLE I REPRESENTATIONS

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

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

Section 1.2. Representations and Covenants of the Employer.

The Employer represents and covenants that:

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

all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

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

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that 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 Department of Economic Development 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 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 Employer that should project funds not be available or received from the Department of Economic Development 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 Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED 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 Department of Economic Development shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

Section 4.1. The 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 Department of Economic Development, the Community College, and the Employer.

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

ARTICLE V
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI
EVENTS OF DEFAULT

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

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

Section 6.2. Whenever an event of default has occurred, further training or payments 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 Department of Economic Development 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 Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development 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 50023-3993

Employer: Quality Consulting Inc.
1500 NW 118th Street
Des Moines, Iowa

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

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

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

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

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

obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

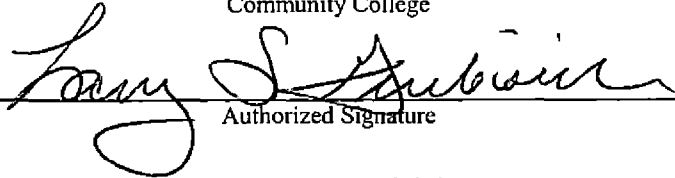
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Quality Consulting Inc.

Business



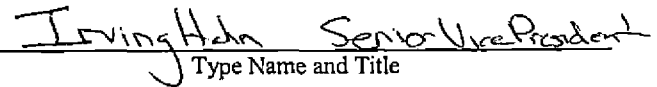
Authorized Signature



Authorized Signature

Larry S. Grubisich

Type Name and Title

 Senior Vice President

Type Name and Title



Email Address

2006 South Ankeny Blvd.

1500 NW 118th Street

Ankeny, IA 50023-3993

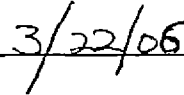
Address

Des Moines, Iowa 50325

Address



Date



Date

260F-4 (03/00)

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

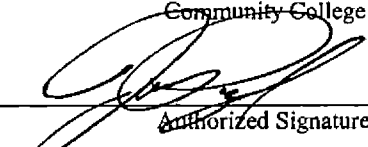
obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

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

Des Moines Area Community College

Community College



Authorized Signature

Joe Pugel, Board President

Type Name and Title

Business

Authorized Signature

Type Name and Title

Email Address

2006 South Ankeny Blvd.

Ankeny, IA 50023-3993

Address

Address

5/8/06

Date

Date

260F-4 (03/00)

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

GROW IOWA VALUES FUND

**IOWA JOBS
TRAINING PROGRAM**

RETRAINING PROJECT

TRAINING PLAN

for

**Quality Consulting, Inc.
Project #1**

January 1, 2006

Training Plan and Budget
For
Quality Consulting, Inc. DBA QCI
260F Project #1 GROW IOWA VALUES FUND

The following Training Plan reflects the expected training activities for Quality Consulting, Inc. DBA QCI. 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 Quality Consulting, Inc. DBA QCI staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$29,650	\$21,250
<p>Quality Consulting needs to update the skills of their current employees in up to date software needs. Training will include but not limited to is: infrastructure, storage, compliance software, migration software, databases, ERP, project management, application development, system architecture tools and integration tools.</p>		
II. Management/Supervisory Skills	\$	\$
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$3,750	\$3,750
Total	\$33,400	\$25,000

The training began 1-1-06 with completion anticipated 1-1-08 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.

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

Full-Time 122 Part-Time 5

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

\$33.65

Is this above average county/regional wage yes No

C. Check appropriate box(es) for business provided benefits. Health Other

6. TRAINING PLAN

I. Training start date. 1/1/2006

II. Training end date. 1/1/2008

III. TOTAL UNDUPLICATED number of employees to be trained. 7

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

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

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Software/Hardware applications	\$29,650	7	VALUE OF WAGES & BENEFITS: \$6,360
			VALUE OF FACILITIES:
			VALUE OF EQUIPMENT: \$8,860
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$15,220

TOTAL TRAINING COST	\$29,650
----------------------------	-----------------

Total Training Cost		\$29,650
Admin. Costs	+	\$3,750
Total Project Cost	equals	\$34,400
Company Cash Match	-	\$8,400
IDED Award Amount	equals	\$25,000
(Maximum Award \$25,000)		

Business contribution above minimum program match? Yes No

(33,400 LEARN FROM 3-8-06)

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

QCI is a technology consulting firm. It is important for us to stay up on the latest technology. Existing employee skills must be updated in order for us to stay in business.

B. How will this training contribute to the continued existence of the business?

It will allow us to provide requested services to existing clients and potentially to new clients.

C. What skills will the employees acquire from the training and how do the skills increase their marketability?

The employees will acquire technical skills that will help our business and also increase their personal marketability. These skills include infrastructure skills, storage skills, application development skills, software skills.

D. is the average cost of training per employee comparable to the cost of training at Iowa Community Colleges or Universities? Yes No

If no, please explain.

Carroll, Iowa
May 8, 2006

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of May, 2006, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND HEAT & FROST INSULATORS LOCAL #74 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Heat & Frost Insulators Local #74 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$7,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

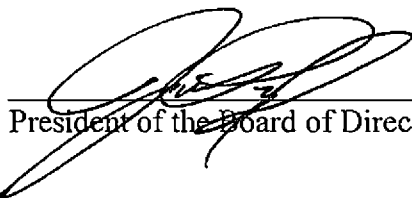
Section 1. That the Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

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

Passed and approved this 8th day of May, 2006.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 8, 2006, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of May, 2006.



SECRETARY OF THE BOARD OF
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 3/28/06 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Heat & Frost Insulators Local #74 JATC, 1501 E. Aurora, Des Moines, IA 50313, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.

The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$7,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 apprentices to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Applicant.

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 Applicant 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 Applicant 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 Applicant 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 Applicants fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicants fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant under this Contract.

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50021</u>
Applicant:	<u>Heat & Frost Insulators Local #74 JATC</u>
	<u>1501 E. Aurora</u>
	<u>Des Moines, Iowa 50313</u>

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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 Applicant have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College
Community College

Authorized Signature

Joe Puga
Joe Puga, Board President
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021
Address

5/8/06
Date

Heat & Frost Insulators Local #74 JATC
Applicant

Authorized Signature

Richard Mantia

Richard Mantia, Business Manager
Type Name and Title

1501 E. Aurora

Des Moines, IA 50313
Address

Date

**IOWA JOBS
TRAINING PROGRAM**

APPRENTICESHIP PROJECT

TRAINING PLAN

for

**Heat & Frost Insulators Local #74
Joint Apprenticeship and Training Committee**

February 13, 2006

6. TRAINING PLAN

I. Training start date.	<u>2/13/06</u>	
II. Training end date.	<u>3/10/06</u>	
III. TOTAL UNDUPLICATED number of apprentice to be trained.		8

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Insulators 1 st year (see attached outline)	\$2,737	2	160 hrs.
Insulators 2 nd year (see attached outline)	\$2,738	2	160 hrs.
Insulators 3 rd year (see attached outline)	\$2,737	2	160 hrs.
Insulators 4 th year (see attached outline)	\$2,738	2	160 hrs.
TOTAL TRAINING COST	\$10,950		

Total Training Cost		10,950
Admin. Costs	+	1,050
Total Project Cost	equals	12,000
Company Cash Match	-	5,000
IDED Award Amount	equals	7,000

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? Yes No If yes, please explain.

Carroll, Iowa
May 8, 2006

The Board of Directors of the Des Moines Area Community College met in regular session on the 8th day of May, 2006, at 4:00 p.m., at the Carroll Campus of the College in Carroll, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Matters were discussed concerning an Apprenticeship Training Contract between the College and Roofers Local #142 Joint Apprenticeship and Training Committee. 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 an Apprenticeship Training Contract Between the College and Roofers Local #142 Joint Apprenticeship and Training Committee." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Harold Belken	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Naomi Neu	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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



PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:



Secretary of the Board of Directors

RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND ROOFERS LOCAL #142 JOINT APPRENTICESHIP AND TRAINING COMMITTEE

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 an apprenticeship training program the purpose of which is to provide training of workers 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 the Act; and

WHEREAS, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Roofers Local #142 Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

WHEREAS, the College has received an allocation (the "Fund Advance") under 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 \$5,000; and

WHEREAS, an Apprenticeship 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 Agreement, to provide an apprenticeship training program for the Sponsor;

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

Section 1. That the Apprenticeship 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 Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Apprenticeship 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 Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

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

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

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

Passed and approved this 8th day of May, 2006.



President of the Board of Directors

ATTEST:



Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF CARROLL)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on May 8, 2006, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 8th day of May, 2006.



SECRETARY OF THE BOARD OF
DIRECTORS

**IOWA JOBS TRAINING PROGRAM (260F)
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 3/28/06 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Roofers Local 142 JATC, 3802 6TH Ave., Des Moines, IA 50317, (the "Applicant" 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 Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant 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 Applicant.

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 Applicant.
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant 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 Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development 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 Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

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

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant 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 Department of Economic Development (DED). Funds awarded by DED 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 Applicant and the Community College agree that the Project Award, in the amount of \$5,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

**ARTICLE IV
CONTRACT MODIFICATION**

Section 4.1. A Applicant 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 Applicant, 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 apprentices to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Applicant.

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 Applicant 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 Applicant 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 Applicant 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 Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant 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 Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant 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 Applicant 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 Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. 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 Applicant under this Contract.

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

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

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

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development 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 50021

Applicant: Roofers Local #142 JATC
3802 6th Ave
Des Moines , Iowa 50317

The Applicant 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 Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant 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.

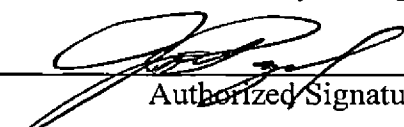
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect 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 Applicant have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



Authorized Signature

Joe Pugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

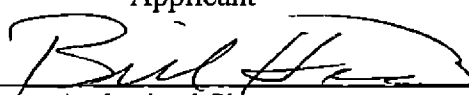
Address

5/8/06

Date

Roofer Local #142 JATC

Applicant



Authorized Signature

Bill Heiss, Business Representative

Type Name and Title

3802 6th Ave.

Des Moines, IA 50317

Address

Date

**IOWA JOBS
TRAINING PROGRAM**

APPRENTICESHIP PROJECT

TRAINING PLAN

for

**Roofers Local #142
Joint Apprenticeship and Training Committee**

January 9, 2006

6. TRAINING PLAN

I. Training start date.	<u>1/09/06</u>	
II. Training end date.	<u>6/21/06</u>	
III. TOTAL UNDUPLICATED number of apprentice to be trained.		10

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

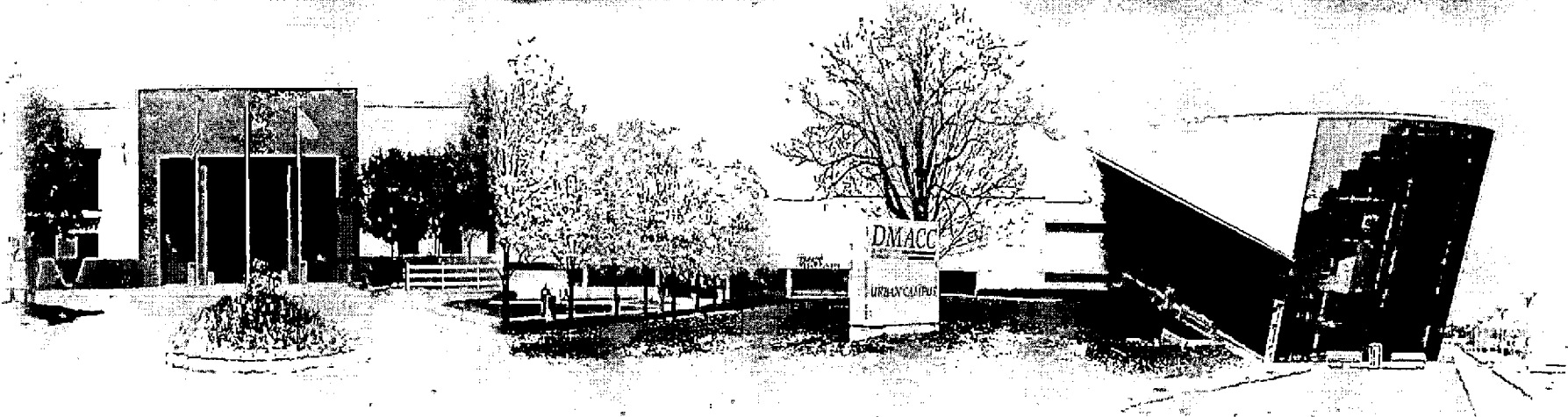
Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Roofers 1 st year (see attached outline)	\$2050	2	144 hrs.
Roofers 2 nd year (see attached outline)	\$2050	2	144 hrs.
Roofers 3 rd year (see attached outline)	\$4,100	4	144 hrs.
Roofers 4 th year (see attached outline)	\$2,050	2	144 hrs.
TOTAL TRAINING COST	\$10,250		

Total Training Cost		10,250
Admin. Costs	+	750
Total Project Cost	equals	11,000
Company Cash Match	-	6,000
IDED Award Amount	equals	5,000

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? Yes No If yes, please explain.

Des Moines Area Community College



***MONTHLY FINANCIAL STATEMENTS
FOR APRIL 30, 2006
AND THE TEN MONTHS THEN ENDED***

**DES MOINES AREA COMMUNITY COLLEGE
MONTHLY FINANCIAL REPORT
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BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS

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- 6 Fund 1 Revenue Comparison
- 7 Fund 1 Expense Comparison
- 8 Graph Showing Actual Revenue and Expenses Compared to Prior Year for Funds 1, 2 and 7

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



Joe A. Robbins, Controller

Des Moines Area Community College
Balance Sheet
April 30, 2006

ASSETS	<u>Unrestricted General Fund 1</u>	<u>Restricted General Fund 2</u>	<u>Auxiliary Fund 3</u>	<u>Agency Fund 4</u>	<u>Scholar- ship Fund 5</u>	<u>Loan Fund 6</u>	<u>Plant Fund 7</u>	<u>Total</u>
Current Assets:								
Cash in Banks and Investments	\$ 4,913,526	\$54,583,400	\$ 1,208,135	\$ 979,898	\$ 47,213	\$ (21,320)	\$ 6,339,216	\$ 68,050,068
Accounts Receivable	9,169,774	37,909,912	76,676	-	151,768	1,603	527,325	47,837,058
Student Loans	-	-	-	-	-	78,813	-	78,813
Deposits & Prepaid Expenses	122,964	-	-	-	-	-	291,323	414,287
Inventories	186,328	-	1,438,493	-	-	-	-	1,624,821
Due to/from Other Funds	-	-	-	-	-	-	-	-
Total Current Assets	<u>14,392,592</u>	<u>92,493,312</u>	<u>2,723,304</u>	<u>979,898</u>	<u>198,981</u>	<u>59,096</u>	<u>7,157,864</u>	<u>118,005,047</u>
Fixed Assets:								
Land, Buildings & Improvements	-	-	-	-	-	-	87,198,974	87,198,974
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	9,141,163	9,141,163
Less accumulated depreciation	-	-	-	-	-	-	(36,067,373)	(36,067,373)
Total Fixed Assets	-	-	-	-	-	-	<u>60,272,764</u>	<u>60,272,764</u>
TOTAL ASSETS	<u>\$14,392,592</u>	<u>\$92,493,312</u>	<u>\$2,723,304</u>	<u>\$ 979,898</u>	<u>\$ 198,981</u>	<u>\$ 59,096</u>	<u>\$ 67,430,628</u>	<u>\$178,277,811</u>
LIABILITIES AND FUND BALANCES								
Liabilities:								
Current Liabilities	\$ 8,076,156	\$33,085,346	\$ 103,005	\$ -	\$ 13,180	\$ -	\$ 761,519	\$ 42,039,206
Long Term Liabilities	-	49,679,909	-	-	-	-	11,112,336	60,792,245
Deposits Held in Custody for Others	8,024	-	-	979,898	-	-	-	987,922
Total Liabilities	<u>8,084,180</u>	<u>82,765,255</u>	<u>103,005</u>	<u>979,898</u>	<u>13,180</u>	<u>-</u>	<u>11,873,855</u>	<u>103,819,373</u>
Fund Balance:								
Unrestricted	6,308,412	-	-	-	-	-	-	6,308,412
Restricted-Specific Purposes	-	9,728,057	2,620,299	-	185,801	59,096	6,389,009	18,982,262
Net Investment in Plant	-	-	-	-	-	-	49,167,764	49,167,764
Total Fund Balance	<u>6,308,412</u>	<u>9,728,057</u>	<u>2,620,299</u>	<u>-</u>	<u>185,801</u>	<u>59,096</u>	<u>55,556,773</u>	<u>74,458,438</u>
TOTAL LIABILITIES & FUND BAL	<u>\$14,392,592</u>	<u>\$92,493,312</u>	<u>\$2,723,304</u>	<u>\$ 979,898</u>	<u>\$ 198,981</u>	<u>\$ 59,096</u>	<u>\$ 67,430,628</u>	<u>\$178,277,811</u>

Des Moines Area Community College
Statement of Revenue, Expenditures and Changes in Fund Balances
For the Ten Months Ended April 30, 2006

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Revenue:								
Tuition and Fees	\$29,451,301	\$ 50,879	\$ 115,487	\$ 356,602	\$ -	\$ -	\$ -	\$ 29,974,269
Local Support (Property Taxes)	4,179,802	5,754,248	-	-	-	-	4,179,818	14,113,868
State Support	18,858,023	1,493,252	-	348,781	-	-	234,880	20,934,936
Federal Support	1,563,355	1,676,258	-	-	7,997,950	-	-	11,237,563
Sales and Services	457,068	125	7,588,213	93,702	-	-	31,411	8,170,519
Training Revenue / Fund 1 ACE	1,712,624	12,809,467	-	-	-	-	-	14,522,091
Other Income	1,131,871	208,614	104,479	307,756	1,603	-	212,569	1,966,892
Total Revenue	<u>57,354,044</u>	<u>21,992,843</u>	<u>7,808,179</u>	<u>1,106,841</u>	<u>7,999,553</u>	<u>-</u>	<u>4,658,678</u>	<u>100,920,138</u>
Transfers In - General	620,389	1,436,810	140,668	122,319	320,248	5,000	3,315,877	5,961,311
Transfers In - Fund 3 Balances	-	-	-	-	-	-	621,000	621,000
Transfers In - 260E Interest	-	-	-	-	-	-	3,885,537	3,885,537
Total Revenue and Transfers In	<u>57,974,433</u>	<u>23,429,653</u>	<u>7,948,847</u>	<u>1,229,160</u>	<u>8,319,801</u>	<u>5,000</u>	<u>12,481,092</u>	<u>111,387,986</u>
Expenditures:								
Instruction	31,695,642	10,819,842	-	-	-	-	-	42,515,484
Academic Support	6,073,260	96,049	-	-	-	-	-	6,169,309
Student Services	4,281,009	729,862	-	-	-	-	-	5,010,871
Institutional Support	9,562,982	4,024,270	-	-	-	-	-	13,587,252
Operation and Maintenance of Plant	4,378,068	665,969	-	-	-	-	-	5,044,037
Auxiliary Enterprise Expenditures	-	-	8,110,820	-	-	-	-	8,110,820
Scholarship Expense	-	-	-	-	8,342,320	-	-	8,342,320
Loan Fund Expense	-	-	-	-	-	767	-	767
Plant Fund Expense	-	-	-	-	-	-	10,879,567	10,879,567
Agency Fund Expense	-	-	-	1,233,455	-	-	-	1,233,455
Total Expenditures	<u>55,990,961</u>	<u>16,335,992</u>	<u>8,110,820</u>	<u>1,233,455</u>	<u>8,342,320</u>	<u>767</u>	<u>10,879,567</u>	<u>100,893,882</u>
Transfers Out - General	1,802,506	3,315,057	255,366	138,382	-	-	450,000	5,961,311
Transfers Out - Fund 3 Balances	-	-	621,000	-	-	-	-	621,000
Transfers Out - 260E Interest	-	3,885,537	-	-	-	-	-	3,885,537
Total Expenditures and Transfers Out	<u>57,793,467</u>	<u>23,536,586</u>	<u>8,987,186</u>	<u>1,371,837</u>	<u>8,342,320</u>	<u>767</u>	<u>11,329,567</u>	<u>111,361,730</u>
Net Increase (Decrease) for the Period	180,966	(106,933)	(1,038,339)	(142,677)	(22,519)	4,233	1,151,525	26,256
Fund Balance at Beginning of Year	<u>6,127,446</u>	<u>9,834,990</u>	<u>3,658,638</u>	<u>1,052,381</u>	<u>208,320</u>	<u>54,863</u>	<u>54,405,248</u>	<u>75,341,886</u>
Fund Balance at End of Period	<u>\$ 6,308,412</u>	<u>\$ 9,728,057</u>	<u>\$ 2,620,299</u>	<u>\$ 909,704</u>	<u>\$ 185,801</u>	<u>\$ 59,096</u>	<u>\$ 55,556,773</u>	<u>\$ 75,368,142</u>

**DES MOINES AREA COMMUNITY COLLEGE
CASH AND INVESTMENTS
April 30, 2006**

CASH IN BANKS			
<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 7,457,744	4.36%	Money Market
Community State Bank - Ankeny	136,016	2.58%	Money Market
Various Checking Accounts	184,458	1.40%	Checking Accounts
Wells Fargo Bank - Ankeny	769,952	3.38%	Money Market
Total Cash in Banks	<u>\$ 8,548,170</u>		
ISJIT INVESTMENTS			
<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
First National Bank - Ames	\$ 194,100	3.70%	May 1, 2006
Regions Bank	2,000,000	4.73%	May 8, 2006
Regions Bank	5,000,000	4.83%	May 15, 2006
Boone Bank and Trust - Boone	2,000,000	4.90%	May 17, 2006
Boone Bank and Trust - Boone	500,000	4.90%	May 17, 2006
Gateway Savings Bank	1,500,000	4.91%	May 23, 2006
Regions Bank	1,000,000	4.77%	May 23, 2006
Boone Bank and Trust	1,428,408	3.82%	May 31, 2006
First National Bank - Ames	836,439	3.84%	May 31, 2006
First National Bank - Ames	825,740	3.83%	May 31, 2006
Northwest Federal Bank - West Des Moines	1,963,319	3.58%	May 31, 2006
State Bank and Trust - Nevada	2,449,315	3.56%	May 31, 2006
WestBank -West Des Moines	461,745	3.91%	May 31, 2006
US Bank - Des Moines	190,800	3.75%	June 1, 2006
Northwest Federal Bank - West Des Moines	1,000,000	3.69%	July 1, 2006
First Federal -West Des Moines	3,000,000	4.12%	July 14, 2006
Boone Bank and Trust - Boone	2,000,000	5.09%	July 15, 2006
Regions Bank	2,000,000	4.90%	September 5, 2006
WestBank -West Des Moines	1,000,000	4.95%	September 5, 2006
WestBank -West Des Moines	2,000,000	4.43%	September 29, 2006
WestBank -West Des Moines	2,000,000	4.43%	September 29, 2006
First National Bank - Ames	121,038	4.00%	November 30, 2006
State Bank and Trust - Nevada	166,753	3.76%	November 30, 2006
US Bank - Des Moines	51,538	4.18%	November 30, 2006
First Federal -West Des Moines	2,000,000	4.24%	January 10, 2007
US Bank - Des Moines	1,115,151	3.96%	May 31, 2007
US Bank - Des Moines	1,486,938	4.50%	May 31, 2007
US Bank - Des Moines	1,617,687	4.50%	May 31, 2007
US Bank - Des Moines	753,538	4.18%	May 31, 2007
US Bank - Des Moines	1,000,000	3.98%	July 1, 2007
US Bank - Des Moines	106,078	4.05%	November 30, 2007
US Bank - Des Moines	65,368	4.35%	November 30, 2007
US Bank - Des Moines	770,050	4.67%	May 31, 2008
US Bank - Des Moines	1,325,000	4.51%	May 31, 2008
US Bank - Des Moines	500,000	4.20%	July 1, 2008
ISJIT Diversified Fund	<u>15,072,893</u>	4.36%	Money Market
Total ISJIT Investments	<u>\$ 59,501,898</u>		
Total Cash and Investments	<u>\$ 68,050,068</u>		

Grand Total Weighted Average

4.36%

Des Moines Area Community College
Detail of Liabilities
April 30, 2006

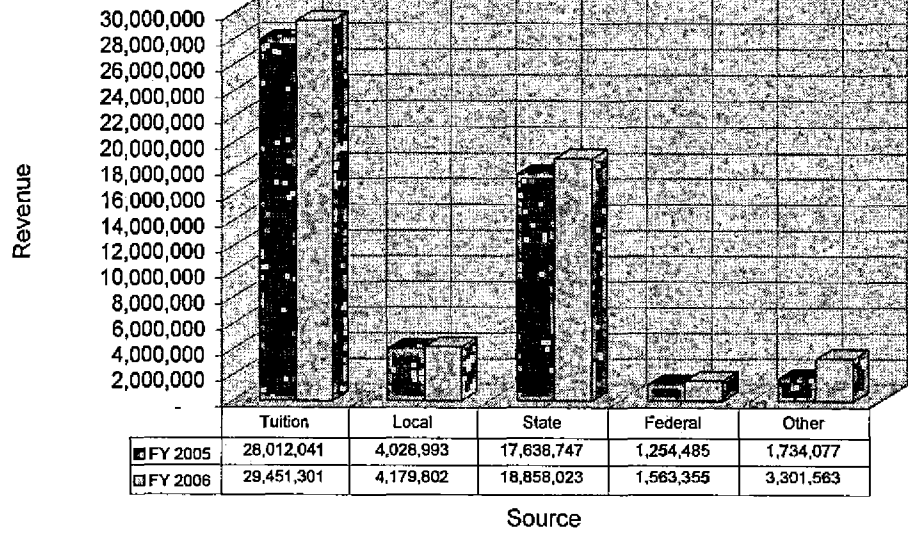
	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
Payables:								
Trade Accounts Payable	\$ (59,241)	\$ 11,585	\$ 3,005	\$ -	\$ 13,180	\$ -	\$ 300,344	\$ 268,873
Long Term Payables (Bonds)	-	49,970,000	-	-	-	-	11,105,000	61,075,000
Unamortized Discount on Bonds	-	(290,091)	-	-	-	-	(14,258)	(304,349)
Unamortized Premium on Bonds	-	-	-	-	-	-	21,594	21,594
Interest Payable	-	-	-	-	-	-	28,877	28,877
Accrued Liabilities:								
Wages and Salary	3,499,915	1,370,055	50,000	-	-	-	-	4,919,970
Accrued Vacation	840,000	75,000	50,000	-	-	-	9,000	974,000
Employee deductions and benefits	(591,479)	398	-	-	-	-	-	(591,081)
Due to Other Funds:								
	-	-	-	-	-	-	-	-
Due to DMACC Foundation:								
	2,324	-	-	-	-	-	-	2,324
Deferred Revenue:								
Tuition and Fees	3,959,894	-	-	-	-	-	-	3,959,894
Property Tax	345,000	458,000	-	-	-	-	345,000	1,148,000
Other	79,743	-	-	-	-	-	78,298	158,041
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	14,939,768	-	-	-	-	-	14,939,768
260E Training Funds	-	14,399,339	-	-	-	-	-	14,399,339
260E Administrative Fees	-	1,831,201	-	-	-	-	-	1,831,201
Other Liabilities:								
Funds Held in Trust / Deposits	8,024	-	-	70,194	-	-	-	78,218
Fund Balance	-	-	-	909,704	-	-	-	909,704
Deferred Compensation Account	-	-	-	-	-	-	-	-
Total	<u>\$ 8,084,180</u>	<u>\$ 82,765,255</u>	<u>\$ 103,005</u>	<u>\$ 979,898</u>	<u>\$ 13,180</u>	<u>\$ -</u>	<u>\$ 11,873,855</u>	<u>\$ 103,819,373</u>

Des Moines Area Community College
Fiscal Year Ending June 30, 2006 Budget Report
Summary by Fund (All Funds)
For The Ten Months Ended April 30, 2006

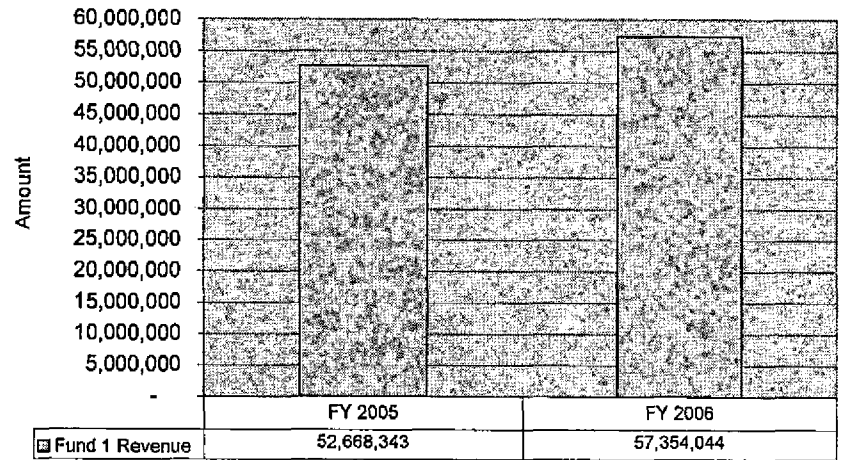
<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
Revenue						
Unrestricted Current	1	\$ 70,802,567	\$ 72,333,719	\$ 57,974,433		\$ 14,359,286
Restricted Current	2	35,201,204	36,062,334	23,429,653		12,632,681
Auxiliary	3	9,472,801	9,899,081	7,948,847		1,950,234
Agency	4	777,275	1,187,565	1,229,160		(41,595)
Scholarship	5	10,020,810	10,046,209	8,319,801		1,726,408
Loan	6	25,000	25,000	5,000		20,000
Plant (Note 1)	7	<u>13,307,635</u>	<u>16,905,284</u>	<u>12,481,092</u>		<u>4,424,192</u>
Total Revenue		<u>\$ 139,607,292</u>	<u>\$ 146,459,192</u>	<u>\$ 111,387,986</u>		<u>\$ 35,071,206</u>
Expenditures						
Unrestricted Current	1	\$ 70,441,964	\$ 71,894,245	\$ 57,793,467	\$ 8,189,524	\$ 5,911,254
Restricted Current	2	35,312,613	38,859,751	23,536,586	972,274	14,350,891
Auxiliary	3	9,012,746	9,471,661	8,987,186	630,212	(145,737)
Agency	4	718,596	945,005	1,371,837	118,525	(545,357)
Scholarship	5	10,020,810	10,046,209	8,342,320	-	1,703,889
Loan	6	25,000	25,000	767	-	24,233
Plant (Note 1)	7	<u>15,661,422</u>	<u>18,295,934</u>	<u>11,329,567</u>	<u>2,860,595</u>	<u>4,105,772</u>
Total Expenditures		<u>\$ 141,193,151</u>	<u>\$ 149,537,805</u>	<u>\$ 111,361,730</u>	<u>\$ 12,771,130</u>	<u>\$ 25,404,945</u>

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

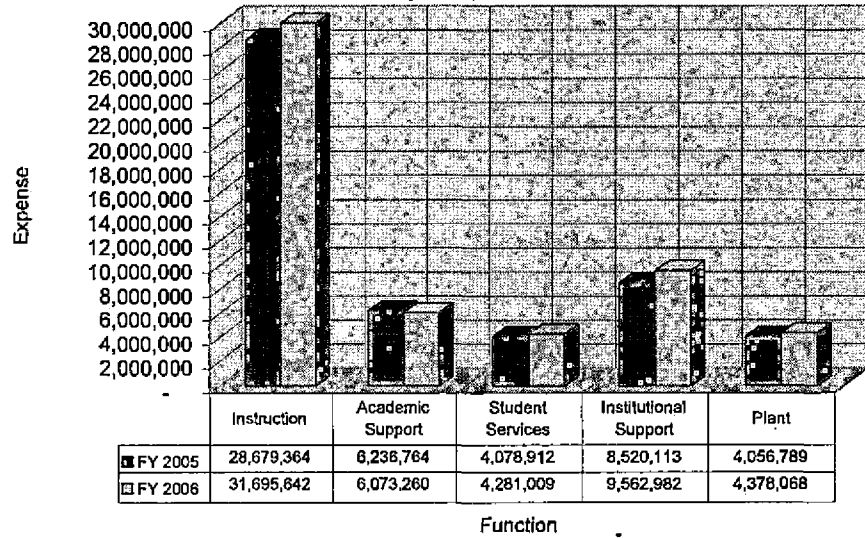
**Fund 1 Revenue Comparison by Source
April 30, 2006**



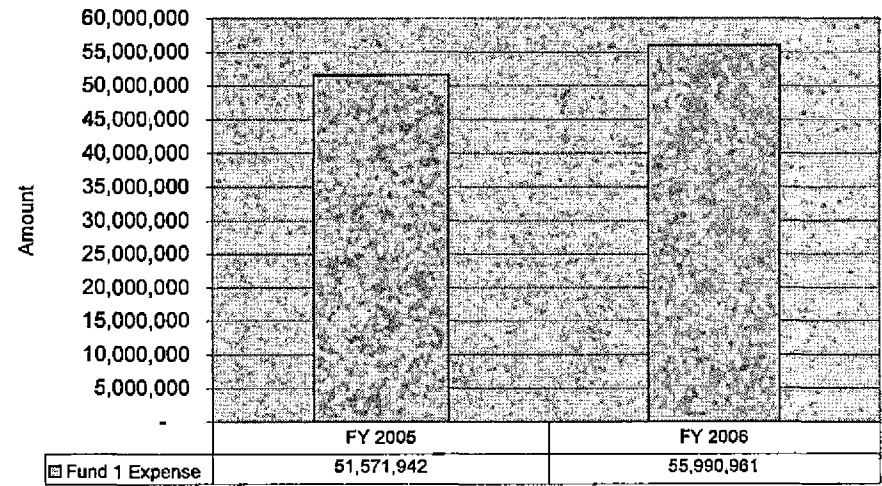
**Fund 1 Revenue
April 30, 2006**



**Fund 1 Expense Comparison by Function
April 30, 2006**



**Fund 1 Expense
April 30, 2006**



DMACC REVENUE AND EXPENDITURES For The 10 Months Ended April 30, 2006

