

Des Moines Area Community College

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Board of Directors Meeting Minutes

10-12-2020

Board of Directors Meeting Minutes, files 1&2 (October 12, 2020)

DMACC

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Board of Directors
Des Moines Area Community College

Regular Board Meeting
October 12, 2020 – 4:00 p.m.

Electronic Meeting

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: Drew Nelson and Erin Neumann; Boone Campus Update
Andrew Neuendorf; Essential Learning Outcomes Assessment
Tara Connolly and Mike Grandgeorge; DMACC Foundation Update
Dana Zeiser; DMACC Pioneers
6. Consent Items.
 - a. Consideration of minutes from the September 14, 2020 Board Retreat and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 20-063. Approval of Workforce Training and Economic Development Allocation for FY 2021.
8. Board Report 20-064. Approve Board Policies 301 and 322.
9. Board Report 20-065. Approve President's recommendation for DMACC staff on Foundation for one year term.

10. Board Report 20-066. Approval of membership for the DMACC Foundation Board of Directors, Executive Committee Officers and DMACC Foundation Committees.
11. Board Report 20-067. Adoption of DMACC Facilities Plan.
12. Board Report 20-068. Southridge Center Roof Replacement.
13. Board Report 20-069. 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 \$45,000 aggregate principal amount of New Jobs Training Certificates (**Mid-States Material Handling and Fabrication, Inc. Project #2**) of Des Moines Area Community College.
14. Board Report 20-070. 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 \$195,000 aggregate principal amount of New Jobs Training Certificates (**Mid-States Millwright and Builders, Inc. Project #2**) of Des Moines Area Community College.
15. Board Report 20-071. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**US Engineered Wood, Inc. Project #1**) of Des Moines Area Community College.
16. Board Report 20-072. 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 \$270,000 aggregate principal amount of New Jobs Training Certificates (**Accu-mold, LLC Project #10**) of Des Moines Area Community College.
17. Board Report 20-073. 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 \$730,000 aggregate principal amount of New Jobs Training Certificates (**Allegiant Air, LLC Project #1**) of Des Moines Area Community College.

18. Board Report 20-074. 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 \$160,000 aggregate principal amount of New Jobs Training Certificates (**Amcor Rigid Packaging USA, LLC Project #1**) of Des Moines Area Community College.
19. Board Report 20-075. 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 \$735,000 aggregate principal amount of New Jobs Training Certificates (**Burke Marketing Corporation, Project #5**) of Des Moines Area Community College.
20. Board Report 20-076. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**eWay Corp Project #1**) of Des Moines Area Community College.
21. Board Report 20-077. 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 \$1,015,000 aggregate principal amount of New Jobs Training Certificates (**Fidelity & Guarantee Life Business Services, Inc. Project #4**) of Des Moines Area Community College.
22. Board Report 20-078. 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 \$100,000 aggregate principal amount of New Jobs Training Certificates (**LenderClose, Inc. Project #1**) of Des Moines Area Community College.
23. Board Report 20-079. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a Notice of Intention to issue not to exceed \$110,000 aggregate principal amount of New Jobs Training Certificates (**Power Brace, LLC Project #2**) of Des Moines Area Community College.
24. Board Report 20-080. 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 \$380,000 aggregate principal amount of New Jobs Training Certificates (**Ankeny Facility, LLC dba Revere Plastics Services Project #1**) of Des Moines Area Community College.

25. Board Report 20-081. 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 (**JDSO, Inc. dba Red Boot Distillery, Project #2**) of Des Moines Area Community College.
26. Board Report 20-082. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**Oakland Corporation, Project #2**) of Des Moines Area Community College.
27. Board Report 20-083. 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 \$155,000 aggregate principal amount of New Jobs Training Certificates (**Webspec Design, LLC Project #2**) of Des Moines Area Community College.
28. Board Report 20-084. 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 \$1,875,000 aggregate principal amount of New Jobs Training Certificates (**Casey's Retail Company Project #2**) of Des Moines Area Community College.
29. Board Report 20-085. 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 \$100,000 aggregate principal amount of New Jobs Training Certificates (**GKAT Reclamation, LLC Project #1**) of Des Moines Area Community College.
30. Board Report 20-086. 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 \$150,000 aggregate principal amount of New Jobs Training Certificates (**GlobalVetLink, LC Project #4**) of Des Moines Area Community College.

31. Board Report 20-087. 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 \$70,000 aggregate principal amount of New Jobs Training Certificates (**Gross-Wen Technologies, Inc. Project #1**) of Des Moines Area Community College.
32. Board Report 20-088. 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 \$540,000 aggregate principal amount of New Jobs Training Certificates (**Igor, Inc., Project #1**) of Des Moines Area Community College.
33. Board Report 20-089. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Wiese Industries, Inc.**
34. Board Report 20-090. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Pella Corporation - Carroll**.
35. Presentation of Financial Report.
36. President's Report.
37. Campus Updates.
38. Committee Reports.
39. Board Members' Reports.
40. Information Items:
 - October 23 – DMACC In-Service Day
 - November 9 – Regular Board Meeting; 4:00 p.m., Ankeny
 - November 26-27 – Thanksgiving Holiday – All campuses closed
41. Adjourn.

**Board of Directors
Des Moines Area Community College**

**REGULAR MEETING
October 12, 2020**

The regular meeting of the Des Moines Area Community College Board of Directors was held electronically due to COVID-19 restrictions on October 12, 2020. Board Chair Joe Pugel called the meeting to order at 4:03 p.m.

ROLL CALL

Members connected via Zoom: Fred Buie, Felix Gallagher, Fred Greiner, Kevin Halterman, Jim Knott, *Cheryl Langston**, Joe Pugel and Madelyn Tursi.

Members absent: Denny Presnall.

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

**APPROVAL OF TENTATIVE
AGENDA**

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

PUBLIC COMMENTS

None.

PRESENTATIONS

Drew Nelson, Boone Campus Provost, provided an update on activities at the Boone campus and then introduced Erin Neumann, who presented an overview of the Food Pantry on campus.

Andrew Neuendorf, Director of Assessment, provided information regarding assessment efforts at the College. Information presented included how our Essential Learning Outcomes were developed, our curriculum mapping process, and the use of rubrics and Blackboard data in assessment to close the loop and make changes to courses and programs based on assessment results.

Tara Connolly, Executive Director of the DMACC Foundation, introduced Breck Danner (Associate Director of the DMACC Foundation), Rita Perea (incoming DMACC Foundation President) and Mike Grandgeorge (current DMACC Foundation President). Grandgeorge provided an overview of the Foundation's historical progress, current purpose and objectives, and future goals.

Dana Zeiser with the DMACC Pioneers reviewed the group's successes and their future plans.

CONSENT ITEMS

Langston moved; seconded by Gallagher to approve the consent items: a) Minutes from the September 14, 2020 Board Retreat and Regular Board Meeting c) Human Resources report (Attachment #1); and d) Payables (Attachment #2).

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

APPROVE WTED ALLOCATION FOR FY21

Board Report 20-063. Halterman moved, seconded by Greiner to adopt the FY21 Des Moines Area Community College plan for use of the Workforce Training and Economic Development Fund allocation.

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

APPROVAL OF BOARD POLICIES 301 AND 322

Board Report 20-064. Tursi moved; seconded by Langston to approve the proposed Board Policies 301 and 322.

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

APPROVE PRESIDENT'S RECOMMENDATION FOR DMACC STAFF ON FOUNDATION

Board Report 20-065. Greiner moved; seconded by Gallagher recommending that the Board ratify the appointment of Jeanie McCarville Kerber to the DMACC Foundation.

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

APPROVE MEMBERSHIP FOR DMACC FOUNDATION BOARD OF DIRECTORS AND COMMITTEES

Board Report 20-066. Tursi moved; seconded by Halterman recommending that the Board approve the DMACC Foundation Board of Directors, the DMACC Foundation Boone Committee members, the DMACC Foundation Carroll Committee members, and approve the DMACC Foundation Board of Directors Executive Committee Officers.

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

ADOPTION OF FACILITIES PLAN

Board Report 20-067. A draft Facilities Plan was shared with the Board. This plan will be finalized and recommended for adoption at our November Board of Directors meeting.

**Langston departs at 4:58 p.m.*

SOUTHRIDGE CENTER ROOF REPLACEMENT

Board Report 20-068. Attachment #3. Tursi moved; seconded by Buie recommending that the Board adopt a resolution adopting the proposed plans and specifications and form of contract and estimated costs for the Southridge Center Roof Replacement, setting the Public

Hearing date as November 9, 2020 and setting November 3, 2020 as the date for receipt of bids.

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

APPROVE NEW JOBS
TRAINING AGREEMENTS

Halterman moved; seconded by Tursi to approve Items #13 through #32 as one consent item. Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.

*Mid-States Material
Handling and Fabrication,
Inc. Project #2*

Board Report 20-069. Attachment #4. 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 \$45,000 aggregate principal amount of New Jobs Training Certificates (**Mid-States Material Handling and Fabrication, Inc. Project #2**) of Des Moines Area Community College.

*Mid-States Millwright and
Builders, Inc. Project #2*

Board Report 20-070. Attachment #5. 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 \$195,000 aggregate principal amount of New Jobs Training Certificates (**Mid-States Millwright and Builders, Inc. Project #2**) of Des Moines Area Community College.

*US Engineered Wood, Inc.
Project #1*

Board Report 20-071. Attachment #6. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**US Engineered Wood, Inc. Project #1**) of Des Moines Area Community College.

*Accu-mold, LLC Project
#10*

Board Report 20-072. Attachment #7. 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 \$270,000 aggregate principal amount of New Jobs Training Certificates (**Accu-mold, LLC Project #10**) of Des Moines Area Community College.

Allegiant Air, LLC Project #1

Board Report 20-073. Attachment #8. 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 \$730,000 aggregate principal amount of New Jobs Training Certificates (**Allegiant Air, LLC Project #1**) of Des Moines Area Community College.

Amcor Rigid Packaging USA, LLC Project #1

Board Report 20-074. Attachment #9. 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 \$160,000 aggregate principal amount of New Jobs Training Certificates (**Amcor Rigid Packaging USA, LLC Project #1**) of Des Moines Area Community College.

Burke Marketing Corporation, Project #5

Board Report 20-075. Attachment #10. 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 \$735,000 aggregate principal amount of New Jobs Training Certificates (**Burke Marketing Corporation, Project #5**) of Des Moines Area Community College.

eWay Corp Project #1

Board Report 20-076. Attachment #11. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**eWay Corp Project #1**) of Des Moines Area Community College.

Fidelity & Guarantee Life Business Services, Inc. Project #4

Board Report 20-077. Attachment #12. 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 \$1,015,000 aggregate principal amount of New Jobs Training Certificates (**Fidelity & Guarantee Life Business Services, Inc. Project #4**) of Des Moines Area Community College.

LenderClose, Inc. Project #1

Board Report 20-078. Attachment #13. 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 \$100,000 aggregate principal amount of New Jobs Training Certificates (**LenderClose, Inc. Project #1**) of Des Moines Area Community College.

Power Brace, LLC Project #2

Board Report 20-079. Attachment #14. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of New Jobs Training Certificates, directing the publication of a Notice of Intention to issue not to exceed \$110,000 aggregate principal amount of New Jobs Training Certificates (**Power Brace, LLC Project #2**) of Des Moines Area Community College.

Ankeny Facility, LLC dba Revere Plastics Services Project #1

Board Report 20-080. Attachment #15. 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 \$380,000 aggregate principal amount of New Jobs Training Certificates (**Ankeny Facility, LLC dba Revere Plastics Services Project #1**) of Des Moines Area Community College.

JDSO, Inc. dba Red Boot Distillery, Project #2

Board Report 20-081. Attachment #16. 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 (**JDSO, Inc. dba Red Boot Distillery, Project #2**) of Des Moines Area Community College.

Oakland Corporation, Project #2

Board Report 20-082. Attachment #17. 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 \$75,000 aggregate principal amount of New Jobs Training Certificates (**Oakland Corporation, Project #2**) of Des Moines Area Community College.

*Webspec Design, LLC
Project #2*

Board Report 20-083. Attachment #18. 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 \$155,000 aggregate principal amount of New Jobs Training Certificates (**Webspec Design, LLC Project #2**) of Des Moines Area Community College.

*Casey's Retail Company
Project #2*

Board Report 20-084. Attachment #19. 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 \$1,875,000 aggregate principal amount of New Jobs Training Certificates (**Casey's Retail Company Project #2**) of Des Moines Area Community College.

*GKAT Reclamation, LLC
Project #1*

Board Report 20-085. Attachment #20. 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 \$100,000 aggregate principal amount of New Jobs Training Certificates (**GKAT Reclamation, LLC Project #1**) of Des Moines Area Community College.

*GlobalVetLink, LC Project
#4*

Board Report 20-086. Attachment #21. 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 \$150,000 aggregate principal amount of New Jobs Training Certificates (**GlobalVetLink, LC Project #4**) of Des Moines Area Community College.

*Gross-Wen Technologies,
Inc. Project #1*

Board Report 20-087. Attachment #22. 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 \$70,000 aggregate principal amount of New Jobs Training Certificates (**Gross-Wen Technologies, Inc. Project #1**) of Des Moines Area Community College.

Igor, Inc., Project #1

Board Report 20-088. Attachment #23. 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 \$540,000 aggregate principal amount of New Jobs Training Certificates (**Igor, Inc., Project #1**) of Des Moines Area Community College.

APPROVE RETRAINING OR TRAINING AGREEMENTS

Tursi moved; seconded by Buie to approve Items #33 and #34 as one consent item. Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.

Wiese Industries, Inc.

Board Report 20-089. Attachment #24. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Wiese Industries, Inc.**

Pella Corporation - Carroll

Board Report 20-090. Attachment #25. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **Pella Corporation - Carroll**.

FINANCIAL REPORT

Ben Voaklander, Controller, presented the September 2020 Financial Report (Attachment #26).

CAMPUS UPDATES

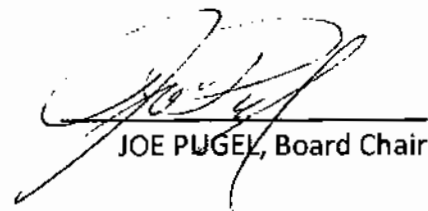
Updates on activities and events at their campus/department were provided by Anne Howsare Boyens, Joe DeHart, Joel Lundstrom, Drew Nelson, Tony Paustian and Karen Stiles.

COMMITTEE REPORTS

None.

ADJOURN

Tursi moved; seconded by Greiner to adjourn. Motion passed unanimously and at 5:27 p.m., Board Chair Pugel adjourned the meeting. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Pugel, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary



BOARD REPORT

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

Date: October 12, 2020

Page: 1 of 1

AGENDA ITEM Human Resources Report

BACKGROUND

There are no personnel actions to report at this time.

Report: FWRR040
 Date: 10/01/2020
 Time: 05:10 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 03-SEP-2020 to 30-SEP-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
ABC Virtual Communication	660816	\$5,475.50	\$2,233.39	6015	Economic Development	Consultant's Fees
			\$689.55	6269	Office of Exec Dir,	Other Company Servic
			\$2,552.56	6265	Non Tort Equip Maint	Software Service Agr
Air Equipment Sales	660818	\$9,901.18	\$9,901.18	7100	Equip Replacement Ne	Furniture, Machinery
All Makes Office Interior	660820	\$14,967.22	\$9,000.30	6323	Equipment Replacemen	Minor Equipment
			\$5,966.92	6323	Equipment Replacemen	Minor Equipment
Allender Butzke Engineers	660821	\$3,479.71	\$586.92	6015	Bldg 13-Automotive R	Consultant's Fees
			\$264.71	6015	Bldg 13-Automotive R	Consultant's Fees
			\$842.59	6015	Urban Student Center	Consultant's Fees
			\$1,785.49	6015	Boone Multi-Purpose	Consultant's Fees
Alliant Energy	660822	\$44,939.55	\$44,939.55	6190	Newton-Lease Operati	Utilities
American Heritage Life In	660823	\$4,526.08	\$93.20	2289	Payroll Office	Hospitalization Insu
			\$1,928.60	2286	Payroll Office	Accident Insurance P
			\$1,604.92	2288	Payroll Office	Critical Illness Ins
			\$899.36	2287	Payroll Office	Cancer Insurance Pay
Ames Municipal Utilities	660824	\$3,652.63	\$3,652.63	6190	Utilities	Utilities
Ankeny Sanitation	660825	\$5,404.92	\$195.42	6030	Plant Operations - E	Custodial Services
			\$69.70	6030	Plant Operations-Cap	Custodial Services
			\$106.06	6030	Physical Plant Opera	Custodial Services
			\$69.70	6030	Transportation Insti	Custodial Services
			\$1,062.60	6030	Office of the Dir, P	Custodial Services
			\$3,397.21	6030	Custodial	Custodial Services
			\$304.56	6030	Physical Plant Opera	Custodial Services
			\$199.67	6030	Plant Operations - S	Custodial Services

#2

Report: FWRR040
 Date: 10/01/2020
 Time: 05:10 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 03-SEP-2020 to 30-SEP-2020

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
AVI Systems	660831	\$55,118.74	\$25,782.73	6323	Technical Update Equ	Minor Equipment
			\$25,782.69	6323	IA DOT Administrativ	Minor Equipment
			\$3,553.32	6060	Non Tort Equip Maint	Maintenance/Repair o
Axon Enterprise Inc	660832	\$14,220.00	\$10,800.00	6269	Non Tort Security In	Other Company Servic
			\$3,420.00	6269	Non Tort Security In	Other Company Servic
Bascom Truck and Automoti	660834	\$17,618.89	\$989.38	6377	Transportation Insti	Materials/Supplies f
			\$4,408.05	6377	Transportation Insti	Materials/Supplies f
			\$1,214.23	6377	Transportation Insti	Materials/Supplies f
			\$1,731.56	6377	Transportation Insti	Materials/Supplies f
			\$2,666.04	6377	Transportation Insti	Materials/Supplies f
			\$1,593.98	6377	Transportation Insti	Materials/Supplies f
			\$398.36	6377	Transportation Insti	Materials/Supplies f
			\$602.68	6377	Transportation Insti	Materials/Supplies f
			\$662.50	6377	Transportation Insti	Materials/Supplies f
			\$906.84	6377	Transportation Insti	Materials/Supplies f
			\$1,477.88	6377	Transportation Insti	Materials/Supplies f
Baxter Construction LLC	660835	\$78,928.06	\$509.55	6377	Transportation Insti	Materials/Supplies f
			\$457.84	6377	Transportation Insti	Materials/Supplies f
BSN Sports	660842	\$17,226.80	\$78,928.06	7600	Boone Multi-Purpose	Buildings and Fixed
			\$1,284.00	6322	Women's Basketball	Materials & Supplies
			\$256.80	6322	Women's Basketball	Materials & Supplies
			-\$161.93	6322	Women's Basketball	Materials & Supplies
			\$160.50	6322	Women's Basketball	Materials & Supplies
			\$214.00	6322	Women's Basketball	Materials & Supplies
			\$667.68	6322	Women's Basketball	Materials & Supplies
			\$472.94	6322	Women's Basketball	Materials & Supplies
			\$602.37	6322	Volleyball	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
BSN Sports	660842	\$17,226.80	\$1,653.75	6322	Volleyball	Materials & Supplies			
			\$2,176.38	6322	Women's Basketball	Materials & Supplies			
			\$214.00	6322	Women's Basketball	Materials & Supplies			
			\$2,978.33	6322	Men's Basketball	Materials & Supplies			
			\$1,937.81	6322	Men's Basketball	Materials & Supplies			
			\$140.17	6322	Women's Basketball	Materials & Supplies			
			\$83.00	6322	Women's Basketball	Materials & Supplies			
			\$140.17	6322	Women's Basketball	Materials & Supplies			
			\$411.00	6322	Women's Basketball	Materials & Supplies			
			\$1,389.75	6322	Women's Basketball	Materials & Supplies			
			\$2,349.28	6322	Women's Basketball	Materials & Supplies			
			\$256.80	6322	Women's Basketball	Materials & Supplies			
			Capital Sanitary Supply C	660843	\$3,306.85	\$1,102.62	6410	COVID19 CARES Act-Fi	Janitorial Materials
						\$632.80	6410	COVID19 CARES Act-Fi	Janitorial Materials
\$54.51	6410	Custodial				Janitorial Materials			
\$19.00	6410	Custodial				Janitorial Materials			
\$515.63	6410	Custodial				Janitorial Materials			
\$952.28	6410	Custodial				Janitorial Materials			
\$30.01	6410	Custodial				Janitorial Materials			
Cardmember Service	660844	\$3,014.46	\$381.45	6269	Future Business Lead	Other Company Servic			
			\$53.26	6322	Future Business Lead	Materials & Supplies			
			\$166.94	6489	Future Business Lead	Staff Development-In			
			\$102.59	6322	Future Business Lead	Materials & Supplies			
			\$41.72	6240	Future Business Lead	Group Meeting/Worksh			
			\$2,268.50	6269	Future Business Lead	Other Company Servic			
Carolina Biological Suppl	660845	\$7,252.25	\$452.25	6322	Physics/Chemistry/Bi	Materials & Supplies			
			\$6,800.00	6322	Mathematics & Scienc	Materials & Supplies			
CenturyLink	660850	\$3,099.09	\$3,099.09	6150	Campus Communication	Communications			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
China Iowa Group LLC	660852	\$5,835.00	\$1,945.00	6120	Office of Dir, Marke	Printing/Reproductio
			\$1,945.00	6120	Recruiting	Printing/Reproductio
			\$1,945.00	6120	Student Activities	Printing/Reproductio
Clear Air Inc	660853	\$10,000.00	\$10,000.00	6269	Equip Replacement In	Other Company Servic
Delta Dental Plan of Iowa	660857	\$3,997.08	\$3,997.08	2285	Payroll Office	Vision Insurance Pay
Feirer Enterprises Inc	660871	\$6,150.00	\$1,425.00	6015	Softskills Training	Consultant's Fees
			\$2,950.00	6015	Softskills Training	Consultant's Fees
			\$1,775.00	6015	Softskills Training	Consultant's Fees
Feld Fire	660872	\$2,645.00	\$2,645.00	6323	Equip Replacement He	Minor Equipment
Heartland Finishes Inc	660883	\$6,740.78	\$2,230.73	6090	Testing Center Remod	Maintenance/Repair o
			\$2,258.20	6090	Equip Replacement In	Maintenance/Repair o
			\$1,546.85	6090	Buildings Equipment	Maintenance/Repair o
			\$705.00	6090	Buildings Equipment	Maintenance/Repair o
HP Inc	660886	\$2,587.24	\$310.00	6322	Equip Replacement Co	Materials & Supplies
			\$304.00	6323	Equip Replacement In	Minor Equipment
			\$1,973.24	6323	Equip Replacement In	Minor Equipment
Iowa Department of Public	660888	\$3,000.00	\$3,000.00	6269	NLN Testing	Other Company Servic
IP Pathways	660889	\$5,756.00	\$1,796.00	6269	Technical Update Equ	Other Company Servic
			\$3,960.00	6269	Technical Update Equ	Other Company Servic
Kleis Consulting Group In	660895	\$4,100.00	\$4,100.00	6015	Softskills Training	Consultant's Fees
Lenovo Inc	660896	\$40,333.67	\$1,327.92	6323	AEFLA-ABE Other Leve	Minor Equipment

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Lenovo Inc	660896	\$40,333.67	\$12,837.92	6323	AEFLA-ABE Other Leve	Minor Equipment			
			\$1,604.74	6323	Economic Development	Minor Equipment			
			\$3,209.48	6323	Economic Development	Minor Equipment			
			\$794.98	6323	Equipment Replacemen	Minor Equipment			
			\$11,760.00	6323	AEFLA-ABE Other Leve	Minor Equipment			
			\$1,327.92	6323	AEFLA-ABE Other Leve	Minor Equipment			
			\$1,234.00	6323	Equipment Replacemen	Minor Equipment			
			\$3,209.48	6323	Equipment Replacemen	Minor Equipment			
			\$1,604.74	6323	Equipment Replacemen	Minor Equipment			
			\$1,225.00	6322	Equipment Replacemen	Materials & Supplies			
			\$197.49	6323	Equipment Replacemen	Minor Equipment			
			Manatts Inc.	660898	\$3,056.19	\$3,056.19	6322	Bldg 13-Automotive R	Materials & Supplies
			Mediacom	660900	\$3,037.32	\$3,037.32	6190	Boone Campus Housing	Utilities
Microsoft	660901	\$95,600.00	\$95,600.00	6265	Non Tort Equip Maint	Software Service Agr			
OPN Architects	660913	\$3,300.09	\$600.00	6269	Newton Maytag Campus	Other Company Servic			
			\$901.38	6269	Newton Maytag Campus	Other Company Servic			
			\$1,798.71	6269	Newton Maytag Campus	Other Company Servic			
Premier Staffing Inc	660919	\$5,197.49	\$2,484.75	6269	United Way-Evelyn Da	Other Company Servic			
			\$1,107.20	6269	Financial Empowermen	Other Company Servic			
			\$525.54	6269	United Way-Citizens	Other Company Servic			
			\$1,080.00	6269	Principal Foundation	Other Company Servic			
Results Group LLC	660925	\$3,600.00	\$450.00	6015	Softskills Training	Consultant's Fees			
			\$540.00	6015	Softskills Training	Consultant's Fees			
			\$540.00	6015	Softskills Training	Consultant's Fees			
			\$450.00	6015	Softskills Training	Consultant's Fees			

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Results Group LLC	660925	\$3,600.00	\$540.00	6015	Softskills Training	Consultant's Fees
			\$1,080.00	6015	Softskills Training	Consultant's Fees
Reynolds & Reynolds Inc	660926	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
SmartEvals LLC	660931	\$16,541.00	\$16,541.00	6265	Non Tort Equip Maint	Software Service Agr
Snap On Industrial	660932	\$8,322.20	\$3,645.87	1550	Office of Controller	Prepaid Expenses
			\$3,317.48	1550	Office of Controller	Prepaid Expenses
			\$785.17	1550	Office of Controller	Prepaid Expenses
			\$161.67	1550	Office of Controller	Prepaid Expenses
			\$86.87	1550	Office of Controller	Prepaid Expenses
			\$58.00	1550	Office of Controller	Prepaid Expenses
			\$68.98	1550	Office of Controller	Prepaid Expenses
			\$82.74	1550	Office of Controller	Prepaid Expenses
			\$25.56	1550	Office of Controller	Prepaid Expenses
			\$44.93	1550	Office of Controller	Prepaid Expenses
\$44.93	1550	Office of Controller	Prepaid Expenses			
State Steel Supply Co	660934	\$3,441.25	\$1,270.50	6322	Welding	Materials & Supplies
			\$2,170.75	6322	Welding	Materials & Supplies
Studio Iowa LLC	660935	\$5,590.00	\$1,975.00	6269	Office of Dir, Marke	Other Company Servic
			\$3,285.00	6930	Office of Dir, Marke	Other Current Expens
			\$330.00	6269	Office of Dir, Marke	Other Company Servic
Veel Hoeden Consulting LL	660941	\$14,490.00	\$5,150.00	6015	Softskills Training	Consultant's Fees
			\$9,340.00	6015	Softskills Training	Consultant's Fees
Walsh Door and Security	660942	\$2,855.84	\$2,855.84	6378	Criminal Justice Tra	Materials/Supplies f
Wex Bank	660945	\$5,088.33	\$39.00	6420	Ankeny Career Academ	Vehicle Materials an

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Wex Bank	660945	\$5,088.33	\$277.93	6420	Non Tort Security In	Vehicle Materials an
			\$33.45	6420	WLAN Support	Vehicle Materials an
			\$37.22	6420	Campus Communication	Vehicle Materials an
			\$1,059.85	6420	Vehicle Pool	Vehicle Materials an
			\$324.83	6420	Non Tort Security In	Vehicle Materials an
			\$311.09	6420	Transportation Insti	Vehicle Materials an
			\$37.09	6420	Building Trades	Vehicle Materials an
			\$109.50	6420	Auto Service	Vehicle Materials an
			\$49.03	6420	Heavy Diesel Equipme	Vehicle Materials an
			\$766.34	6420	Grounds	Vehicle Materials an
			\$310.73	6420	Office of the Dir, P	Vehicle Materials an
			\$59.53	6420	Physical Plant Opera	Vehicle Materials an
			\$1,248.16	6420	Mechanical Maintenan	Vehicle Materials an
			\$275.26	6420	Physical Plant Opera	Vehicle Materials an
			\$149.32	6420	Physical Plant Opera	Vehicle Materials an
Zirous Inc	660950	\$6,212.50	\$6,212.50	6269	Technical Update Equ	Other Company Servic
Airgas North Central	660979	\$4,786.63	\$980.00	6322	Jasper County Career	Materials & Supplies
			\$78.01	6322	Jasper County Career	Materials & Supplies
			\$25.84	6322	Welding	Materials & Supplies
			\$2.60	6322	Welding	Materials & Supplies
			\$3,481.55	6323	Welding	Minor Equipment
\$218.63	6322	Welding	Materials & Supplies			
Barilla America Inc	660985	\$2,773.13	\$520.00	6269	Barilla America #6 2	Other Company Servic
			\$1,697.38	6269	Barilla America #6 2	Other Company Servic
			\$555.75	6269	Barilla America #6 2	Other Company Servic
Briese Iron Works Inc	660989	\$13,276.31	\$13,276.31	7600	Boone Multi-Purpose	Buildings and Fixed
Brockway Mechanical & Roo	660990	\$25,080.00	\$25,080.00	7600	Boone Multi-Purpose	Buildings and Fixed

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Burlington English Inc	660991	\$10,665.60	\$10,665.60	6265	English Literacy-Urb	Software Service Agr
Capital City Equipment Co	660992	\$3,950.00	\$3,950.00	6323	Equip Replacement Ne	Minor Equipment
Capital Sanitary Supply C	660993	\$4,374.85	\$32.84	6410	Custodial	Janitorial Materials
			\$101.17	6060	Custodial	Maintenance/Repair o
			\$255.83	6410	Custodial	Janitorial Materials
			\$145.09	6410	Custodial	Janitorial Materials
			\$46.05	6410	Physical Plant Opera	Janitorial Materials
			\$1,730.46	6323	COVID19 CARES Act-Fi	Minor Equipment
			\$760.00	6323	COVID19 CARES Act-Fi	Minor Equipment
			\$277.17	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$259.44	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$260.00	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$23.55	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$67.55	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$69.18	6410	Physical Plant Wareh	Janitorial Materials
			\$102.00	6410	Custodial	Janitorial Materials
			\$244.52	6410	Custodial	Janitorial Materials
Career Dimensions Inc	660994	\$4,829.00	\$4,829.00	6269	Vice President, Enro	Other Company Servic
Central States Roofing	661000	\$87,100.28	\$87,100.28	7600	Boone Multi-Purpose	Buildings and Fixed
CenturyLink	661001	\$6,437.20	\$507.00	6150	Campus Communication	Communications
			\$596.80	6150	Campus Communication	Communications
			\$575.00	6150	Campus Communication	Communications
			\$372.53	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Communications	Communications
			\$226.80	6150	Campus Communication	Communications

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CenturyLink	661001	\$6,437.20	\$507.00	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$126.34	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$168.63	6150	Campus Communication	Communications
			\$48.53	6150	Campus Communication	Communications
			\$600.00	6150	Campus Communication	Communications
			\$79.45	6150	Campus Communication	Communications
			\$507.00	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			Continental Fire Sprinkle	661006	\$27,701.15	\$27,701.15
CustomOne CPO & Controlle	661009	\$3,500.00	\$3,500.00	6015	Softskills Training	Consultant's Fees
Dentsply Rinn	661011	\$4,213.20	\$185.42	6460	Student Dental Healt	Other Materials and
			\$3,893.82	6460	Student Dental Healt	Other Materials and
			\$133.96	6460	Student Dental Healt	Other Materials and
DiaMedical USA Equipment	661016	\$34,260.00	\$33.86	6323	Paramedic Specialist	Minor Equipment
			\$22.88	6323	Paramedic Specialist	Minor Equipment
			\$72.99	6323	Aging Services Admin	Minor Equipment
			\$7.20	6323	Aging Services Admin	Minor Equipment
			\$4.87	6323	Aging Services Admin	Minor Equipment
			\$22,808.38	6323	WTED - Nursing	Minor Equipment
			\$2,249.80	6323	WTED - Nursing	Minor Equipment
			\$1,520.56	6323	WTED - Nursing	Minor Equipment
			\$1,634.60	6323	Emergency Medical Te	Minor Equipment
			\$161.24	6323	Emergency Medical Te	Minor Equipment
\$108.97	6323	Emergency Medical Te	Minor Equipment			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DiaMedical USA Equipment	661016	\$34,260.00	\$3,036.02	6323	Certified Nursing As	Minor Equipment
			\$8.46	6323	Medical Assistant	Minor Equipment
			\$5.72	6323	Medical Assistant	Minor Equipment
			\$5.10	6323	Medical Lab Technici	Minor Equipment
			\$3.45	6323	Medical Lab Technici	Minor Equipment
			\$197.98	6323	Respiratory Therapy	Minor Equipment
			\$19.53	6323	Respiratory Therapy	Minor Equipment
			\$13.20	6323	Respiratory Therapy	Minor Equipment
			\$12.92	6323	Office of Dean, Heal	Minor Equipment
			\$1.27	6323	Office of Dean, Heal	Minor Equipment
			\$1,156.38	6323	Child Care	Minor Equipment
			\$114.07	6323	Child Care	Minor Equipment
			\$77.09	6323	Child Care	Minor Equipment
			\$343.27	6323	Paramedic Specialist	Minor Equipment
			\$202.40	6323	Certified Nursing As	Minor Equipment
			\$299.47	6323	Certified Nursing As	Minor Equipment
			\$85.76	6323	Medical Assistant	Minor Equipment
			\$0.86	6323	Office of Dean, Heal	Minor Equipment
			\$51.70	6323	Medical Lab Technici	Minor Equipment
			DLR Group Inc	661018	\$17,287.39	\$6,287.50
\$10,999.89	6019	Bldg 13-Automotive R				Prof Svcs-Individual
DLR Group Inc	661019	\$19,427.13	\$19,427.13	6019	Boone Multi-Purpose	Prof Svcs-Individual
Enterprise Electric Inc	661025	\$101,194.00	\$101,194.00	7600	Boone Multi-Purpose	Buildings and Fixed
FBG Service Corporation	661027	\$75,799.00	\$6,745.00	6030	Plant Operations - S	Custodial Services
			\$5,374.00	6030	Plant Operations, Pe	Custodial Services
			\$10,381.00	6030	Trail Point-Facility	Custodial Services
			\$5,979.00	6030	Plant Operations, St	Custodial Services

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FBG Service Corporation	661027	\$75,799.00	\$39,214.00	6030	Custodial	Custodial Services
			\$8,106.00	6030	Physical Plant Opera	Custodial Services
Feirer Enterprises Inc	661028	\$3,500.00	\$3,500.00	6015	Softskills Training	Consultant's Fees
Flynn/Wright Inc	661031	\$5,785.00	\$5,785.00	6269	Office of the Presid	Other Company Servic
Granite Telecommunication	661034	\$6,232.32	\$292.19	6150	Campus Communication	Communications
			\$287.78	6150	Campus Communication	Communications
			\$173.62	6150	Campus Communication	Communications
			\$5,716.92	6150	Campus Communication	Communications
			\$574.03	6150	Campus Communication	Communications
			\$335.84	6150	Campus Communication	Communications
Heartland Business System	661037	\$139,725.34	\$101,628.79	6265	Non Tort Equip Maint	Software Service Agr
			\$32,969.51	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$1,000.00	6269	Technical Update Equ	Other Company Servic
			\$1,110.00	6269	Technical Update Equ	Other Company Servic
			\$3,017.04	6323	Technical Update Equ	Minor Equipment
Iowa Communications Netwo	661045	\$25,594.24	\$0.18	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$6.45	6150	Campus Communication	Communications
			\$5.71	6150	Campus Communication	Communications
			\$19.80	6150	Campus Communication	Communications
			\$17,448.52	6150	Campus Communication	Communications
			\$1,102.84	6150	Campus Communication	Communications
			\$7,008.59	6150	Campus Communication	Communications
ITA Group	661049	\$25,600.00	\$12,600.00	6269	ITA Group #5 260E Jo	Other Company Servic
			\$10,000.00	6269	ITA Group #5 260E Jo	Other Company Servic

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ITA Group	661049	\$25,600.00	\$3,000.00	6269	ITA Group #5 260E Mg	Other Company Servic
Janco Industries	661050	\$6,972.00	\$6,972.00	6269	Janco Ind #3 260F Jo	Other Company Servic
Johnson, Diane C.	661051	\$5,340.00	\$325.00	6269	Office of Exec Dean,	Other Company Servic
			\$1,375.00	6269	Office of Exec Dean,	Other Company Servic
			\$240.00	6269	Office of Exec Dean,	Other Company Servic
			\$1,375.00	6269	Office of Exec Dean,	Other Company Servic
			\$1,375.00	6269	Office of Exec Dean,	Other Company Servic
			\$325.00	6269	Ames High School	Other Company Servic
			\$325.00	6269	Ames High School	Other Company Servic
JourneyEd.com Inc	661053	\$387,972.42	\$387,972.42	6324	Technology Fees	Computer Software
Kelly Services Inc	661056	\$2,835.20	\$1,431.20	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
Kruck Plumbing and Heatin	661058	\$170,164.00	\$170,164.00	7600	Boone Multi-Purpose	Buildings and Fixed
Laerdal Medical Corp	661060	\$5,000.28	\$5,000.28	6323	Equip Replacement He	Minor Equipment
Lenovo Inc	661061	\$96,396.24	\$165.99	6323	Economic Development	Minor Equipment
			\$96,230.25	6323	AEFLA-ABE Other Leve	Minor Equipment
Lincoln National Life Ins	661063	\$77,322.86	\$1,624.40	2259	Payroll Office	Dep Supp Life Ins Pa
			\$26,304.14	2253	Payroll Office	Basic Life Insurance
			\$10,191.55	2257	Payroll Office	Emp Opt Life Ins Pay
			\$18,327.17	2254	Payroll Office	Long Term Disability
			\$5,522.76	2255	Payroll Office	ST Disability - A In
			\$3,353.00	2258	Payroll Office	Spouse Opt Life Ins
			\$11,999.84	2256	Payroll Office	ST Disability - B In

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Loffredo Fresh Produce Co	661064	\$20,552.00	\$5,902.00	6269	Loffredo Gardens #4	Other Company Servic
			\$14,650.00	6269	Loffredo Gardens #4	Other Company Servic
MidAmerican Energy Co	661072	\$19,832.43	\$12.37	6190	Utilities	Utilities
			\$886.64	6190	Utilities	Utilities
			\$4,856.59	6190	Utilities	Utilities
			\$14,076.83	6190	Trail Point-Facility	Utilities
Murphy Tower Service LLC	661076	\$14,189.00	\$7,805.00	6269	Murphy Tower Svc #3	Other Company Servic
			\$6,384.00	6269	Murphy Tower Svc #3	Other Company Servic
National Curriculum & Tra	661077	\$11,881.30	\$11,881.30	6520	Driver Improvement B	Purchases for Resale
Nelnet Business Solutions	661079	\$4,464.10	\$4,464.10	6269	Office of Controller	Other Company Servic
Orning Glass Company	661087	\$19,475.00	\$19,475.00	7600	Boone Multi-Purpose	Buildings and Fixed
Premier Staffing Inc	661092	\$23,434.59	\$393.89	6269	United Way-Citizens	Other Company Servic
			\$393.89	6269	United Way-Citizens	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
			\$1,512.75	6269	Evelyn Davis Center	Other Company Servic
			\$972.00	6269	The Director's Counc	Other Company Servic
			\$2,484.75	6269	United Way-Evelyn Da	Other Company Servic
			\$13,302.91	6266	IWD-Summer Youth Int	Stipends/Allowances
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
ProSource Finance LLC	661093	\$12,764.78	\$1,246.08	6269	Prosource Finance #1	Other Company Servic
			\$3,599.96	6269	Prosource Finance #1	Other Company Servic
			\$138.46	6269	Prosource Finance #1	Other Company Servic

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ProSource Finance LLC	661093	\$12,764.78	\$4,720.79	6269	Prosource Finance #1	Other Company Servic
			\$3,059.49	6269	Prosource Finance #1	Other Company Servic
Puck Custom Enterprises I	661094	\$3,229.58	\$2,913.70	6269	Puck #5 260E Job Sk	Other Company Servic
			\$157.94	6269	Puck #5 260E Job Sk	Other Company Servic
			\$157.94	6269	Puck #5 260E Job Sk	Other Company Servic
R H Grabau Construction I	661095	\$220,712.98	\$220,712.98	7600	Boone Multi-Purpose	Buildings and Fixed
Securitas Security Servic	661104	\$59,738.04	\$6,262.11	6261	Non Tort Security In	Contracted Security
			\$21,308.97	6261	Non Tort Security In	Contracted Security
			\$109.80	6261	Office of Exec Dean,	Contracted Security
			\$890.40	6261	Non Tort Security In	Contracted Security
			\$28,668.05	6261	Non Tort Security In	Contracted Security
\$2,498.71	6261	Non Tort Security In	Contracted Security			
Snyder and Associates Inc	661107	\$3,701.46	\$476.00	6015	Urban Parking Expans	Consultant's Fees
			\$440.00	6015	Carroll Welding Buil	Consultant's Fees
			\$2,785.46	6015	Building 23 Updates	Consultant's Fees
State of Iowa Department	661112	\$16,500.00	\$11,220.00	6269	Continuing Ed, 2 Day	Other Company Servic
			\$5,280.00	6269	Continuing Ed, 2 Day	Other Company Servic
Summerfield Hotel LLC	661113	\$4,950.40	\$4,950.40	6269	Continuing Ed, 2 Day	Other Company Servic
Wamco Athletics	661130	\$93,600.00	\$93,600.00	6323	Boone Multi Purpose	Minor Equipment
WHY! Company LLC	661134	\$10,000.00	\$10,000.00	6015	Softskills Training	Consultant's Fees
Windstream	661135	\$2,613.60	\$529.38	6150	Campus Communication	Communications
			\$2,084.22	6150	Campus Communication	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Advanced Technology Cente	661137	\$3,450.00	\$3,450.00	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$0.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Iowa Workforce Developmen	661140	\$4,955.72	\$4,955.72	6120	IES-Des Moines	Printing/Reproductio
ABC Virtual Communication	661212	\$8,126.82	\$8,126.82	6269	Civil Engineering Te	Other Company Servic
Air Equipment Sales	661215	\$24,910.40	\$1,168.40	6269	Equip Replacement Ne	Other Company Servic
			\$23,742.00	7100	Equip Replacement Ne	Furniture, Machinery
Alliant Energy	661220	\$12,432.67	\$12,384.91	6190	Utilities	Utilities
			\$47.76	6190	Building Rental for	Utilities
Arnold Motor Supply	661223	\$4,034.43	\$4.00	6511	Auto Mechanics	Purchases for Resale
			\$37.84	6511	Auto Mechanics	Purchases for Resale
			\$180.15	6511	Auto Mechanics	Purchases for Resale
			\$89.94	6511	Auto Mechanics	Purchases for Resale
			\$10.94	6511	Auto Mechanics	Purchases for Resale
			-\$69.00	6511	Auto Mechanics	Purchases for Resale
			\$32.65	6511	Auto Mechanics	Purchases for Resale
			\$47.98	6511	Auto Mechanics	Purchases for Resale
			\$95.96	6511	Auto Mechanics	Purchases for Resale
			\$49.08	6511	Auto Mechanics	Purchases for Resale
			\$168.95	6511	Auto Mechanics	Purchases for Resale
			\$3,146.44	6322	Story County Academy	Materials & Supplies
			\$135.70	6322	Story County Academy	Materials & Supplies
\$103.80	6322	Story County Academy	Materials & Supplies			
Automotive Equipment Spec	661224	\$6,198.00	\$6,198.00	6322	Warren County Career	Materials & Supplies
Belick Inc	661228	\$6,281.21	\$6,281.21	6322	Storm Damage Repair	Materials & Supplies

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Blessed Hands Cleaning Se	661229	\$5,137.75	\$2,402.00	6269	Boone Campus Housing	Other Company Servic
			\$1,298.00	6269	Boone Campus Housing	Other Company Servic
			\$1,437.75	6269	Boone Campus Housing	Other Company Servic
Bruellman Flooring LLC	661231	\$5,500.00	\$2,750.00	6378	Physical Plant Opera	Materials/Supplies f
			\$2,750.00	6378	Equip Replacement Ne	Materials/Supplies f
Capital Sanitary Supply C	661232	\$4,622.65	\$369.44	6410	Custodial	Janitorial Materials
			\$62.44	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$1,520.00	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$686.81	6410	COVID19 CARES Act-Fi	Janitorial Materials
			\$65.68	6410	Custodial	Janitorial Materials
			\$1,124.82	6410	Custodial	Janitorial Materials
			\$655.33	6060	Custodial	Maintenance/Repair o
\$138.13	6410	Custodial	Janitorial Materials			
CastleBranch	661234	\$5,478.00	\$40.00	6269	NLN Testing	Other Company Servic
			\$40.00	6269	NLN Testing	Other Company Servic
			\$1,548.00	6269	NLN Testing	Other Company Servic
			\$2,390.00	6269	NLN Testing	Other Company Servic
			\$1,460.00	6269	NLN Testing	Other Company Servic
City of Boone	661241	\$13,574.52	\$4,016.11	6190	Utilities	Utilities
			\$5,721.78	6190	Utilities	Utilities
			\$34.11	6190	Utilities	Utilities
			\$3,802.52	6190	Boone Campus Housing	Utilities
Co Line Welding Inc	661242	\$23,250.00	\$2,010.00	6269	Co-Line Welding #3 2	Other Company Servic
			\$1,200.00	6269	Co-Line Welding #3 2	Other Company Servic
			\$1,280.00	6269	Co-Line Welding #3 2	Other Company Servic
			\$14,200.00	6269	Co-Line Welding #3 2	Other Company Servic

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Co Line Welding Inc	661242	\$23,250.00	\$1,520.00	6269	Co-Line Welding #3 2	Other Company Servic
			\$1,680.00	6269	Co-Line Welding #3 2	Other Company Servic
			\$1,360.00	6269	Co-Line Welding #3 2	Other Company Servic
Collaborative Leadership	661243	\$11,400.00	\$11,400.00	6015	Workforce Developmen	Consultant's Fees
Corn States Metal Fabrica	661244	\$19,830.00	\$19,830.00	6090	WTED - Welding	Maintenance/Repair o
Dallas County Treasurer	661246	\$33,520.00	\$33,520.00	6210	Dallas County Farm O	Rental of Buildings
Davis Brown Koehn Shors a	661247	\$4,502.79	\$1,260.00	6013	Bldg 13-Automotive R	Legal Fees
			\$607.79	6013	Economic Development	Legal Fees
			\$854.00	6013	Economic Development	Legal Fees
			\$1,781.00	6013	Office of the Presid	Legal Fees
Des Moines Register	661249	\$2,723.65	\$2,723.65	6050	Office of Controller	Publications (Legal)
Hawkeye Paving Corp	661260	\$59,953.95	\$59,953.95	6100	DMACC Oralabor Road	Maintenance of Groun
Heartland Area Education	661262	\$3,333.34	\$3,333.34	6230	Mail Service	Postage and Expediti
Hodnett, Michael	661264	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Holmes Murphy & Associat	661266	\$1,050,000.00	\$1,050,000.00	6180	Non Tort Equip Maint	Insurance
HP Inc	661269	\$11,862.00	\$1,977.00	6323	Equip Replacement Sc	Minor Equipment
			\$659.00	6323	Motorcycle and Moped	Minor Equipment
			\$6,590.00	6323	Equip Replacement He	Minor Equipment
			\$2,636.00	6323	COVID19 CARES Act-Fi	Minor Equipment
Image 4 Lives	661270	\$4,550.00	\$4,550.00	6260	United Way-Evelyn Da	Sponsorships & Donat

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Integrity Printing LLC	661271	\$6,232.70	\$740.25	6120	Office of the Dir, P	Printing/Reproductio
			\$1,482.50	6120	Office of Dir, Marke	Printing/Reproductio
			\$232.85	6120	IA DOT Administrativ	Printing/Reproductio
			\$2,394.83	6120	IA DOT Administrativ	Printing/Reproductio
			\$854.44	6120	COVID19 CARES Act-Fi	Printing/Reproductio
			\$235.03	6120	Student Activities	Printing/Reproductio
			\$292.80	6120	Student Activities	Printing/Reproductio
IP Pathways	661273	\$20,215.96	\$20,215.96	6269	Technical Update Equ	Other Company Servic
KCCI TV	661281	\$7,968.75	\$7,968.75	6110	Office of Dir, Marke	Information Svcs/Pub
Kelly Services Inc	661282	\$3,678.95	\$843.75	6269	IWD-Summer Youth Int	Other Company Servic
			\$1,431.20	6269	United Way-Evelyn Da	Other Company Servic
			\$1,404.00	6269	United Way-Evelyn Da	Other Company Servic
Kirkwood Community Colleg	661284	\$59,205.42	\$42,456.94	5300	IA Comm College Athl	Regular Prof Support
			\$16,748.48	5900	IA Comm College Athl	DMACC Paid Insurance
LDJ Manufacturing	661289	\$2,704.95	\$2,704.95	6269	L D J Mfg #2 260E Jo	Other Company Servic
Lely USA	661290	\$4,102.36	\$3,767.36	6269	Lely USA #2 260E Job	Other Company Servic
			\$335.00	6269	Lely USA #2 260E Job	Other Company Servic
Lenovo Inc	661291	\$3,637.21	\$1,604.74	6323	Student Support Serv	Minor Equipment
			\$197.49	6323	Warren County Career	Minor Equipment
			\$640.00	6323	DOL-Job Corp Scholar	Minor Equipment
			\$800.00	6323	Southridge Credit Op	Minor Equipment
			\$394.98	6323	Southridge Credit Op	Minor Equipment
McCaslin, Claudia Lane.	661299	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances

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Mittera Group	661307	\$3,212.81	\$1,273.34	6120	NSF-ECSEL Scholarshi	Printing/Reproductio
			\$1,939.47	6120	Admission Processing	Printing/Reproductio
Murphy Tower Service LLC	661309	\$8,351.44	\$1,333.85	6269	Murphy Tower Svc #3	Other Company Servic
			\$1,225.95	6269	Murphy Tower Svc #4	Other Company Servic
			\$1,036.66	6269	Murphy Tower Svc #4	Other Company Servic
			\$1,258.31	6269	Murphy Tower Svc #4	Other Company Servic
			\$1,363.27	6269	Murphy Tower Svc #4	Other Company Servic
			\$760.32	6269	Murphy Tower Svc #3	Other Company Servic
			\$1,373.08	6269	Murphy Tower Svc #4	Other Company Servic
NAI Electrical Contractor	661311	\$34,944.00	\$2,344.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$3,158.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$1,835.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$750.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$2,543.00	6060	Mechanical Mainten	Maintenance/Repair o
\$2,974.00	6060	Mechanical Mainten	Maintenance/Repair o			
\$2,249.00	6060	Mechanical Mainten	Maintenance/Repair o			
\$2,887.00	6060	Mechanical Mainten	Maintenance/Repair o			
\$2,817.00	6060	Mechanical Mainten	Maintenance/Repair o			

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NAI Electrical Contractor	661311	\$34,944.00	\$2,817.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$2,320.00	6060	Mechanical Maintenanc	Maintenance/Repair o
National Financial Educat	661313	\$3,500.00	\$3,500.00	6269	Student Activities	Other Company Servic
O'Meara, Brianne Rose.	661317	\$3,406.66	\$3,406.66	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Patterson Dental Supply I	661320	\$9,713.52	\$365.13	6322	Dental Hygiene	Materials & Supplies
			\$193.71	6322	Dental Hygiene	Materials & Supplies
			\$176.00	6322	Dental Hygiene	Materials & Supplies
			\$114.40	6322	Dental Hygiene	Materials & Supplies
			\$128.32	6322	Dental Hygiene	Materials & Supplies
			\$125.85	6322	Dental Hygiene	Materials & Supplies
			\$855.00	6322	Dental Hygiene	Materials & Supplies
			\$154.97	6322	Dental Hygiene	Materials & Supplies
			\$193.40	6322	Dental Hygiene	Materials & Supplies
			\$89.77	6322	Dental Hygiene	Materials & Supplies
			\$271.18	6322	Dental Hygiene	Materials & Supplies
			\$154.97	6322	Dental Hygiene	Materials & Supplies
			\$234.55	6322	Dental Hygiene	Materials & Supplies
			\$83.01	6322	Dental Hygiene	Materials & Supplies
			\$214.50	6322	Dental Hygiene	Materials & Supplies
			\$984.31	6322	Dental Hygiene	Materials & Supplies
			\$403.45	6322	Dental Assistant	Materials & Supplies
			\$110.23	6322	Dental Assistant	Materials & Supplies
			\$147.64	6322	Dental Hygiene	Materials & Supplies
			\$342.92	6322	Dental Hygiene	Materials & Supplies
\$40.17	6322	Dental Hygiene	Materials & Supplies			
\$93.49	6322	Dental Hygiene	Materials & Supplies			
\$111.42	6322	Dental Hygiene	Materials & Supplies			
\$334.27	6322	Dental Hygiene	Materials & Supplies			

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Patterson Dental Supply I	661320	\$9,713.52	\$40.79	6322	Dental Hygiene	Materials & Supplies
			\$94.04	6322	Dental Hygiene	Materials & Supplies
			\$94.04	6322	Dental Hygiene	Materials & Supplies
			\$27.86	6322	Dental Hygiene	Materials & Supplies
			\$1,984.34	6322	Dental Hygiene	Materials & Supplies
			\$28.58	6322	Dental Hygiene	Materials & Supplies
			\$139.28	6322	Dental Hygiene	Materials & Supplies
			\$222.85	6322	Dental Hygiene	Materials & Supplies
			\$23.79	6322	Dental Hygiene	Materials & Supplies
			\$1,135.29	6322	Dental Hygiene	Materials & Supplies
Pella Corporation	661321	\$213,188.44	\$165,313.44	6269	Pella Corp #8 260E O	Other Company Servic
			\$47,875.00	6269	Pella Corp #8 260E M	Other Company Servic
Precision Pulley & Idler	661327	\$4,250.00	\$4,250.00	6269	Precision Pulley #5	Other Company Servic
Premier Staffing Inc	661328	\$6,248.08	\$3,804.35	6269	United Way-Evelyn Da	Other Company Servic
			\$1,107.20	6269	Financial Empowermen	Other Company Servic
			\$256.53	6269	United Way-Citizens	Other Company Servic
			\$1,080.00	6269	Principal Foundation	Other Company Servic
RJB Limited Family Partne	661333	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Rochon Corporation of Iow	661334	\$437,692.40	\$437,692.40	7600	Bldg 13-Automotive R	Buildings and Fixed
Skold Door & Floor Compan	661338	\$5,972.00	\$4,930.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$800.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$242.00	6060	Buildings Equipment	Maintenance/Repair o
Summit Technologies LLC	661341	\$3,646.10	\$3,646.10	6269	Technical Update Equ	Other Company Servic
TargetX.com LLC	661343	\$60,000.00	\$60,000.00	6265	Non Tort Equip Maint	Software Service Agr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Vertex Software	661355	\$79,046.96	\$35,227.50	6269	Vertex Software #2 2	Other Company Servic
			\$35,898.50	6269	Vertex Software #2 2	Other Company Servic
			\$2,632.38	6269	Vertex Software #2 2	Other Company Servic
			\$2,692.80	6269	Vertex Software #2 2	Other Company Servic
			\$2,595.78	6269	Vertex Software #2 2	Other Company Servic
WHO TV13	661358	\$12,416.82	\$12,416.82	6110	Office of Dir, Marke	Information Svcs/Pub
Your Clear Next Step LLC	661362	\$2,539.00	\$2,539.00	6015	Softskills Training	Consultant's Fees
ZOVIO Inc	661363	\$6,800.00	\$3,400.00	6269	John Deere Foundatio	Other Company Servic
			\$3,400.00	6269	Upward Bound Year 27	Other Company Servic
Garcia Professional Solut	661365	\$5,000.00	\$5,000.00	6268	Central IA Wrkfrce I	Contracted Services-
Upper Iowa University	661366	\$3,367.90	\$1,430.49	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$1,295.00	6266	WIA-Adult	Stipends/Allowances
			\$248.60	6266	WIA-Adult	Stipends/Allowances
			\$393.81	6266	WIA-Dislocated Worke	Stipends/Allowances
Alliant Energy	661383	\$24,735.64	\$11,265.06	6190	Utilities	Utilities
			\$2,481.47	6190	Utilities	Utilities
			\$3,507.57	6190	Boone Campus Housing	Utilities
			\$489.02	6190	Utilities	Utilities
			\$28.35	6190	Utilities	Utilities
			\$4,333.01	6190	Boone Campus Housing	Utilities
			\$305.64	6190	Utilities	Utilities
			\$128.99	6190	Utilities	Utilities
			\$145.72	6190	Utilities	Utilities
			\$2,008.85	6190	Boone Campus Housing	Utilities
			\$41.96	6190	Utilities	Utilities

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Apple Computer Inc	661388	\$3,218.00	\$149.63	6323	Computer Science	Minor Equipment
			\$1,249.57	6323	Equipment Replacemen	Minor Equipment
			\$1,709.43	6323	Computer Science	Minor Equipment
			\$109.37	6323	Equipment Replacemen	Minor Equipment
Arnold Motor Supply	661389	\$5,008.22	\$15.12	6511	Auto Mechanics	Purchases for Resale
			\$48.40	6511	Auto Mechanics	Purchases for Resale
			\$81.52	6511	Auto Mechanics	Purchases for Resale
			\$20.99	6511	Auto Mechanics	Purchases for Resale
			\$225.44	6511	Auto Mechanics	Purchases for Resale
			\$39.10	6511	Auto Mechanics	Purchases for Resale
			\$170.00	6511	Auto Mechanics	Purchases for Resale
			\$42.20	6511	Auto Mechanics	Purchases for Resale
			\$42.51	6511	Auto Mechanics	Purchases for Resale
			\$148.76	6511	Auto Mechanics	Purchases for Resale
			\$3,719.82	6322	Equip Replacement In	Materials & Supplies
			\$196.31	6322	Equip Replacement In	Materials & Supplies
			\$3.99	6322	Story County Academy	Materials & Supplies
			\$3.99	6322	Story County Academy	Materials & Supplies
			\$126.60	6322	Story County Academy	Materials & Supplies
\$108.99	6322	High School Auto Pro	Materials & Supplies			
-\$42.51	6511	Auto Mechanics	Purchases for Resale			
\$56.99	6322	Auto Body	Materials & Supplies			
Ascend Learning Holdings	661390	\$186,255.00	\$240.00	6269	NLN Testing	Other Company Servic
			\$25,262.50	6269	NLN Testing	Other Company Servic
			\$120.00	6269	NLN Testing	Other Company Servic
			\$685.00	6269	NLN Testing	Other Company Servic
			\$45.00	6269	NLN Testing	Other Company Servic
			\$8,275.00	6269	NLN Testing	Other Company Servic
			\$12,925.00	6269	NLN Testing	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
Ascend Learning Holdings	661390	\$186,255.00	\$7,861.25	6269	NLN Testing	Other Company Servic			
			\$7,050.00	6269	NLN Testing	Other Company Servic			
			\$8,275.00	6269	NLN Testing	Other Company Servic			
			\$11,750.00	6269	NLN Testing	Other Company Servic			
			\$8,688.75	6269	NLN Testing	Other Company Servic			
			\$14,100.00	6269	NLN Testing	Other Company Servic			
			\$11,750.00	6269	NLN Testing	Other Company Servic			
			\$9,930.00	6269	NLN Testing	Other Company Servic			
			\$27,025.00	6269	NLN Testing	Other Company Servic			
			\$17,377.50	6269	NLN Testing	Other Company Servic			
			\$14,895.00	6269	NLN Testing	Other Company Servic			
			Business Publications Cor	661397	\$3,228.75	\$3,228.75	6322	Office of Exec Dir,	Materials & Supplies
			Capital Sanitary Supply C	661398	\$10,337.39	\$58.20	6410	Custodial	Janitorial Materials
\$58.20	6410	Custodial				Janitorial Materials			
\$200.52	6410	Custodial				Janitorial Materials			
\$173.72	6410	Custodial				Janitorial Materials			
\$435.22	6410	Custodial				Janitorial Materials			
\$47.30	6410	Custodial				Janitorial Materials			
\$385.72	6377	Custodial				Materials/Supplies f			
\$903.95	6410	Custodial				Janitorial Materials			
\$287.87	6410	Custodial				Janitorial Materials			
\$44.35	6410	Custodial				Janitorial Materials			
\$4.04	6410	Custodial				Janitorial Materials			
\$334.50	6410	Physical Plant Wareh				Janitorial Materials			
\$185.80	6377	Custodial				Materials/Supplies f			
\$5,643.76	6410	COVID19 CARES Act-Fi				Janitorial Materials			
\$214.19	6410	COVID19 CARES Act-Fi				Janitorial Materials			
\$648.80	6410	COVID19 CARES Act-Fi	Janitorial Materials						
\$283.90	6410	Custodial	Janitorial Materials						

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Capital Sanitary Supply C	661398	\$10,337.39	\$193.76	6410	Physical Plant Wareh	Janitorial Materials
			\$88.59	6410	Physical Plant Opera	Janitorial Materials
			\$90.00	6410	Custodial	Janitorial Materials
			\$55.00	6410	COVID19 CARES Act-Fi	Janitorial Materials
CastleBranch	661401	\$10,419.00	\$738.00	6269	NLN Testing	Other Company Servic
			\$820.00	6269	NLN Testing	Other Company Servic
			\$3,511.00	6269	NLN Testing	Other Company Servic
			\$20.00	6269	NLN Testing	Other Company Servic
			\$1,195.00	6269	NLN Testing	Other Company Servic
			\$949.00	6269	NLN Testing	Other Company Servic
			\$492.00	6269	NLN Testing	Other Company Servic
			\$20.00	6269	NLN Testing	Other Company Servic
			\$15.00	6269	NLN Testing	Other Company Servic
			\$1,394.00	6269	NLN Testing	Other Company Servic
			\$902.00	6269	NLN Testing	Other Company Servic
\$363.00	6269	NLN Testing	Other Company Servic			
CenturyLink	661402	\$3,894.80	\$3,894.80	6150	Campus Communication	Communications
City of Ankeny	661404	\$11,617.60	\$74.45	6190	Utilities	Utilities
			\$758.38	6190	Physical Plant Opera	Utilities
			\$277.18	6190	Utilities	Utilities
			\$29.23	6190	Utilities	Utilities
			\$31.65	6190	Utilities	Utilities
			\$86.60	6190	Utilities	Utilities
			\$34.42	6190	Utilities	Utilities
			\$5,907.08	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$3,651.30	6190	Utilities	Utilities
\$86.60	6190	Utilities	Utilities			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	661404	\$11,617.60	\$74.45	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$74.45	6190	Utilities	Utilities
			\$29.23	6190	Utilities	Utilities
			\$62.30	6190	Utilities	Utilities
			\$291.38	6190	Utilities	Utilities
City of Boone	661405	\$7,369.11	\$771.25	6190	Utilities	Utilities
			\$181.35	6190	Utilities	Utilities
			\$1,338.76	6190	Utilities	Utilities
			\$35.62	6190	Utilities	Utilities
			\$1,131.72	6190	Utilities	Utilities
			\$3,883.32	6190	Utilities	Utilities
Constellation NewEnergy G	661408	\$4,648.53	\$4,648.53	6190	Utilities	Utilities
CustomOne CFO & Controlle	661411	\$12,000.00	\$3,750.00	6015	Softskills Training	Consultant's Fees
			\$3,750.00	6015	Softskills Training	Consultant's Fees
			\$4,500.00	6015	Softskills Training	Consultant's Fees
DASCOA Inc	661412	\$5,726.52	\$5,726.52	7100	Equip Replacement Ne	Furniture, Machinery
DePenning & Associates In	661414	\$5,290.74	\$4,160.00	6269	Equip Replacement Ne	Other Company Servic
			\$1,130.74	6322	Equip Replacement Ne	Materials & Supplies
Des Moines Water Works	661415	\$3,281.72	\$759.75	6190	Physical Plant Opera	Utilities
			\$1,304.22	6190	Utilities	Utilities
			\$449.18	6190	Utilities	Utilities
			\$23.48	6190	Utilities	Utilities
			\$368.55	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	661415	\$3,281.72	\$376.54	6190	Physical Plant Opera	Utilities
DMACC Foundation	661418	\$3,085.00	\$3,085.00	4023	Continuing Ed, Trade	Non Credit Tuition -
Ellucian Company LP	661420	\$259,643.00	\$61,338.00	6265	Non Tort Equip Maint	Software Service Agr
			\$198,305.00	6265	Non Tort Equip Maint	Software Service Agr
FBG Service Corporation	661423	\$2,827.60	\$2,827.60	6030	Trail Point-Facility	Custodial Services
FHEG Ankeny Bookstore #10	661424	\$1,173,046.96	\$218.00	6322	Millennium Foundatio	Materials & Supplies
			\$349.45	6322	Medical Office Speci	Materials & Supplies
			\$113,856.25	6322	Web Based/Online Lea	Materials & Supplies
			\$85,243.61	6322	Web Based/Online-Hig	Materials & Supplies
			\$37,490.34	6322	Carroll Career Advan	Materials & Supplies
			\$262.95	6322	Dean, Business & Inf	Materials & Supplies
			\$12.75	6322	Criminal Justice	Materials & Supplies
			\$656.96	6322	Program Development	Materials & Supplies
			\$7,567.03	6322	STRIVE	Materials & Supplies
			\$373.13	2019	Follett Bookstore	Accounts Payable Acc
			\$2,561.35	2019	Follett Bookstore	Accounts Payable Acc
			\$1,844.14	2019	Follett Bookstore	Accounts Payable Acc
			\$388.97	2019	Follett Bookstore	Accounts Payable Acc
			\$13,822.55	2019	Follett Bookstore	Accounts Payable Acc
			\$595.44	2019	Follett Bookstore	Accounts Payable Acc
			\$8,382.08	2019	Follett Bookstore	Accounts Payable Acc
			\$12,645.93	6322	Jasper County Career	Materials & Supplies
			\$28,604.00	6322	Story County Academy	Materials & Supplies
			\$740,910.76	2019	Follett Bookstore	Accounts Payable Acc
			\$4,379.86	2019	Follett Bookstore	Accounts Payable Acc
			\$1,890.12	2019	Follett Bookstore	Accounts Payable Acc
			\$346.25	2019	Follett Bookstore	Accounts Payable Acc

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FHEG Ankeny Bookstore #10	661424	\$1,173,046.96	\$1,480.00	2019	Follett Bookstore	Accounts Payable Acc
			\$36.89	6322	Manufacturing Techno	Materials & Supplies
			\$18,945.32	6322	Perry Operations	Materials & Supplies
			\$14,330.00	6322	Warren County Career	Materials & Supplies
			\$42.00	6322	High Tech Robotics	Materials & Supplies
			\$382.75	6322	GAP Tuition Assistan	Materials & Supplies
			\$1,029.83	6322	PACE Program 260H	Materials & Supplies
			\$1,268.00	6322	Continuing Ed, Manuf	Materials & Supplies
			\$17,355.46	4027	Budgeted Revenue	Tuition Waived
			\$55,774.79	6322	Ankeny Career Academ	Materials & Supplies
Groupe Sharegate Inc	661431	\$3,995.00	\$3,995.00	6265	Non Tort Equip Maint	Software Service Agr
Heartland Business System	661433	\$17,735.72	\$8,183.22	6323	Technical Update Equ	Minor Equipment
			\$7,980.00	6323	Boone Multi Purpose	Minor Equipment
			\$1,572.50	6269	Technical Update Equ	Other Company Servic
Heiman Inc	661435	\$4,242.16	\$4,242.16	6323	Equip Replacement He	Minor Equipment
HP Inc	661441	\$5,394.81	\$18.81	6323	Ankeny Career Academ	Minor Equipment
			\$4,032.00	6323	Equip Replacement Sc	Minor Equipment
			\$1,344.00	6323	Equip Replacement He	Minor Equipment
Iowa FFA Foundation Inc	661446	\$20,000.00	\$20,000.00	6269	FFA Enrichment Cente	Other Company Servic
Iowa Independent Auto Dea	661447	\$3,055.00	\$3,055.00	6322	Workforce Developmen	Materials & Supplies
IT Outlet Inc	661449	\$5,409.91	\$5,409.91	6323	Boone Multi Purpose	Minor Equipment
KnowBe4 Inc	661458	\$45,619.20	\$45,619.20	6265	Non Tort Equip Maint	Software Service Agr
Liz Lidgett Fine Art, LLC	661461	\$10,600.00	\$10,600.00	6269	Urban Student Center	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Macerich Southridge Mall	661463	\$8,333.37	\$8,333.37	6210	Plant Operations - S	Rental of Buildings
MidAmerican Energy Co	661467	\$90,571.68	\$3,649.76	6190	Plant Operations-Cap	Utilities
			\$5,417.04	6190	Physical Plant Opera	Utilities
			\$81,504.88	6190	Utilities	Utilities
MidAmerican Energy Co	661468	\$8,540.39	\$1,141.13	6190	Plant Operations - S	Utilities
			\$5,235.63	6190	Plant Operations - S	Utilities
			\$1,987.84	6190	Physical Plant Opera	Utilities
			\$175.79	6190	Plant Operations - S	Utilities
Miller Construction	661471	\$69,539.00	\$24,964.00	6220	Bldg 13-Automotive R	Rental of Equipment
			\$7,200.00	6220	Grounds	Rental of Equipment
			\$23,975.00	6220	Bldg 13-Automotive R	Rental of Equipment
			\$6,200.00	6220	Grounds	Rental of Equipment
			\$7,200.00	6220	Grounds	Rental of Equipment
National Initiative for L	661473	\$5,000.00	\$5,000.00	6265	Office Exec Dir, Ins	Software Service Agr
NOSOTROS Education Center	661476	\$3,250.00	\$1,000.00	6269	Student Support Serv	Other Company Servic
			\$2,250.00	6269	Student Support Serv	Other Company Servic
Okoboji Wines	661479	\$9,184.40	\$637.80	6930	Beverage Account	Other Current Expens
			\$225.60	6930	Beverage Account	Other Current Expens
			\$4,253.90	6930	Beverage Account	Other Current Expens
			\$338.40	6930	Beverage Account	Other Current Expens
			\$3,728.70	6930	Beverage Account	Other Current Expens
Perry Community Schools	661482	\$15,152.00	\$11,364.00	6269	Perry Operations	Other Company Servic
			\$3,788.00	6269	Perry Operations	Other Company Servic
Precision Pulley & Idler	661486	\$5,419.20	\$559.20	6269	Precision Pulley #5	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Precision Pulley & Idler	661486	\$5,419.20	\$2,500.00	6269	Precision Pulley #5	Other Company Servic
			\$2,360.00	6269	Precision Pulley #5	Other Company Servic
Proctor Mechanical Corp	661488	\$4,300.00	\$4,300.00	6323	Equip Replacement Ne	Minor Equipment
Project Iowa	661489	\$3,800.00	\$3,800.00	6015	Softskills Training	Consultant's Fees
Rave Wireless Inc	661493	\$32,092.00	\$32,092.00	6324	Safety Committee	Computer Software
Reserve Account	661494	\$60,000.00	\$60,000.00	6230	Mail Service	Postage and Expediti
Securitas Security Servic	661500	\$58,011.28	\$2,137.57	6261	Non Tort Security In	Contracted Security
			\$5,346.40	6261	Non Tort Security In	Contracted Security
			\$265.01	6261	Non Tort Security In	Contracted Security
			\$655.56	6261	Office of Exec Dean,	Contracted Security
			\$28,579.99	6261	Non Tort Security In	Contracted Security
\$21,026.75	6261	Non Tort Security In	Contracted Security			
Seneca Companies, Inc	661501	\$2,604.60	\$2,604.60	6060	Equip Replacement In	Maintenance/Repair o
Shive Hattery Inc	661502	\$11,175.29	\$11,175.29	6019	Urban Student Center	Prof Svcs-Individual
Solarwinds	661506	\$16,443.00	\$16,443.00	6265	Non Tort Equip Maint	Software Service Agr
Summerfield Hotel LLC	661513	\$6,552.00	\$4,222.40	6269	Continuing Ed, 2 Day	Other Company Servic
			\$2,329.60	6269	Continuing Ed, 2 Day	Other Company Servic
Summit Technologies LLC	661514	\$3,995.00	\$3,995.00	6269	Technical Update Equ	Other Company Servic
Sysco Food Services of Io	661515	\$3,566.59	\$57.87	6322	Culinary Arts	Materials & Supplies
			\$750.59	6518	Hospitality Careers	Gourmet Dinners

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Sysco Food Services of Io	661515	\$3,566.59	\$744.75	6518	Hospitality Careers	Gourmet Dinners
			\$208.80	6322	Culinary Arts	Materials & Supplies
			\$1,509.28	6322	Culinary Arts	Materials & Supplies
			\$295.30	6322	Culinary Arts	Materials & Supplies
Valley West Uniforms	661521	\$7,240.68	\$53.00	6930	Culinary Arts	Other Current Expens
			\$102.00	6930	Culinary Arts	Other Current Expens
			\$86.00	6930	Culinary Arts	Other Current Expens
			\$86.00	6930	Bistro	Other Current Expens
			\$7.00	6322	PACE Program 260H	Materials & Supplies
			\$74.00	6322	Emergency Medical Te	Materials & Supplies
			\$636.95	1550	Office of Controller	Prepaid Expenses
			\$662.00	1550	Office of Controller	Prepaid Expenses
			\$133.00	1550	Office of Controller	Prepaid Expenses
			\$629.95	1550	Office of Controller	Prepaid Expenses
			\$677.91	1550	Office of Controller	Prepaid Expenses
			\$717.95	1550	Office of Controller	Prepaid Expenses
			\$648.95	1550	Office of Controller	Prepaid Expenses
			\$642.95	1550	Office of Controller	Prepaid Expenses
			\$667.95	1550	Office of Controller	Prepaid Expenses
			\$663.95	1550	Office of Controller	Prepaid Expenses
			\$273.04	1550	Office of Controller	Prepaid Expenses
\$59.93	1550	Office of Controller	Prepaid Expenses			
\$262.15	6322	Veterinary Techician	Materials & Supplies			
\$36.00	6322	Paramedic Specialist	Materials & Supplies			
\$40.00	6322	Paramedic Specialist	Materials & Supplies			
\$80.00	6322	Paramedic Specialist	Materials & Supplies			
Veel Hoeden Consulting LL	661522	\$3,500.00	\$1,750.00	6015	Softskills Training	Consultant's Fees
			\$1,750.00	6015	Softskills Training	Consultant's Fees
Verizon Wireless	661523	\$28,208.60	\$186.18	6150	Physical Plant Opera	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	661523	\$28,208.60	\$111.72	6150	Physical Plant Opera	Communications
			\$47.23	6150	Physical Plant Opera	Communications
			\$148.95	6150	Physical Plant Opera	Communications
			\$50.86	6150	Physical Plant Opera	Communications
			\$50.86	6150	Office of Exec Dir,	Communications
			\$1,299.11	6150	WLAN Support	Communications
			\$50.86	6150	Motorcycle and Moped	Communications
			\$62.49	6150	Office of Dir, Marke	Communications
			\$50.86	6150	Office of Exec Dir,	Communications
			\$1,118.89	6150	Library	Communications
			\$120.03	6150	Volleyball	Communications
			\$30.02	6150	Veterinary Techician	Communications
			\$50.86	6150	Admission Processing	Communications
			\$37.23	6150	Practical Nursing	Communications
			\$101.72	6150	Special Needs	Communications
			\$100.87	6150	Judicial Office	Communications
			\$60.86	6150	Jasper County Career	Communications
			\$45.01	6150	Baseball Booster Clu	Communications
			\$98.09	6150	Office Exec Dir, Ins	Communications
			\$1,413.80	6150	Equipment Replacemen	Communications
			\$47.23	6150	Workforce Developmen	Communications
			\$50.86	6150	Plant Operations - S	Communications
			\$325.16	6150	WTED-General Exp	Communications
			\$493.43	6150	TSA Officer Educatio	Communications
			\$40.01	6150	Honors Program	Communications
			\$40.01	6150	Softball Booster Clu	Communications
			\$270.67	6150	Non Tort Security In	Communications
			\$203.44	6150	Non Tort Security In	Communications
			\$60.86	6150	Water Treatment	Communications
			\$213.44	6150	Southridge Credit Op	Communications
			\$280.34	6150	Recruiting	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	661523	\$28,208.60	\$50.86	6150	YouthBuild Project	Communications
			\$54.09	6150	Newton-Lease Operati	Communications
			\$58.37	6150	Upward Bound Year 27	Communications
			\$434.20	6150	Special Projects	Communications
			\$105.87	6150	CPI Office	Communications
			\$654.29	6150	Trail Point-Facility	Communications
			\$718.44	6150	Civil Engineering Te	Communications
			\$479.79	6150	Ankeny Career Academ	Communications
			\$47.23	6150	Web Based/Online Lea	Communications
			\$311.53	6150	Southridge Miscellan	Communications
			\$2.58	6150	Global & Comm Engage	Communications
			\$600.29	6150	YouthBuild Project	Communications
			\$50.86	6150	GEAR UP Program/Iowa	Communications
			\$8,403.77	6150	COVID19 CARES Act-Fi	Communications
			\$4,001.00	6150	COVID19 CARES Act-Fi	Communications
			\$80.10	6150	IA College Aid-Carro	Communications
			\$314.27	6150	Career Advantage-Enr	Communications
			\$45.01	6150	Safety Committee	Communications
			\$172.58	6150	Story County Academy	Communications
			\$101.72	6150	Boone Campus Housing	Communications
			\$50.86	6150	Perry Operations	Communications
			\$102.05	6150	Vice President, Enro	Communications
			\$37.23	6150	Transportation Insti	Communications
			\$89.94	6150	Grounds	Communications
			\$40.03	6150	Boone Athletic Depar	Communications
			\$48.88	6150	Utilities	Communications
			\$60.86	6150	GED Testing	Communications
			\$436.91	6150	Economic Development	Communications
			\$80.02	6150	Equipment Replacemen	Communications
			\$50.86	6150	Office of Exec Dir,	Communications
\$37.23	6150	Continuing Ed, 2 Day	Communications			

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Verizon Wireless	661523	\$28,208.60	\$47.23	6150	Continuing Ed, Trade	Communications
			\$74.46	6150	Dental Assistant	Communications
			\$105.27	6150	Respiratory Therapy	Communications
			\$101.72	6150	Office of Dean, Scie	Communications
			\$141.73	6150	Office of the Presid	Communications
			\$47.23	6150	Heating/AC/Refrig Te	Communications
			\$50.86	6150	Office of Dean, Heal	Communications
			\$60.86	6150	Student Records/Serv	Communications
			\$111.72	6150	Office of Exec Dean,	Communications
			\$23.24	6150	Library	Communications
			\$121.72	6150	Office of Exec Dean,	Communications
			\$60.86	6150	Office of Exec Dean,	Communications
			\$50.86	6150	Associate Dean, Urba	Communications
			\$40.01	6150	Office of Exec Dean,	Communications
			\$148.95	6150	Office of Exec Dean,	Communications
			\$360.04	6150	Office of the Dir, P	Communications
			\$38.09	6150	Transportation	Communications
\$1,565.62	6150	Mechanical Maintenanc	Communications			
\$74.46	6150	Custodial	Communications			
Woodward Granger High Sch	661527	\$5,851.40	\$5,851.40	6269	Perry Operations	Other Company Servic
Grand View College	661537	\$3,722.56	\$1,222.56	6266	WIA-Dislocated Worke	Stipends/Allowances
			\$2,500.00	6266	WIA-Dislocated Worke	Stipends/Allowances
Iowa Workforce Developmen	661538	\$4,955.72	\$4,955.72	6210	IES-Des Moines	Rental of Buildings
The Lewer Agency Inc	661564	\$49,126.74	\$49,126.74	2011	Fund 1 General Ledge	Insurance Payable
REPORT TOTAL			\$7,234,795.53			

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

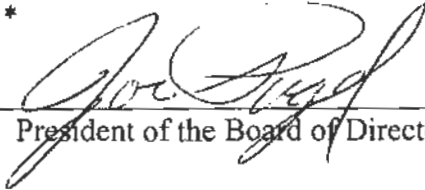
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

Matters were discussed concerning the Southridge Center Roof Replacement Project. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Setting the Time and Place of a Public Hearing on the Proposed Plans, Specifications, Form of Contract and Estimated Costs for the Southridge Center Roof Replacement Project". The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

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

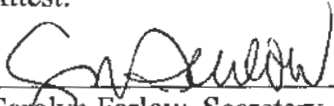
Whereupon, the President declared the resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



President of the Board of Directors

Attest:



Carolyn Farlow, Secretary
of the Board of Directors

RESOLUTION

RESOLUTION SETTING THE TIME AND PLACE OF A PUBLIC HEARING ON THE PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COSTS FOR THE SOUTHRIDGE CENTER ROOF REPLACEMENT PROJECT.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, the College desires to undertake a construction and renovation project consisting of the replacement of a portion of the Southridge Center roof at the College's Southridge Center Campus, 1111 E. Army Post Road, Des Moines, Iowa; and

WHEREAS, Shive-Hattery Engineers and Architects, Inc. has prepared plans, specifications, a form of contract and estimated costs of the Southridge Center Roof Replacement Project (the "Project"); and

WHEREAS, before said plans, specifications, form of contract and estimated costs of the Project may be approved, it is necessary to hold a public hearing on such plans, specifications, form of contract and estimated costs pursuant to Section 26.12 of the Code of Iowa.

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

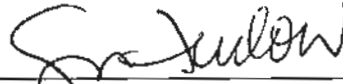
Section 1. That the Board of Directors of the College meet at the DMACC Commons, Eldon Leonard Board Room, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50023 on the 9th day of November, 2020, at 4:00 p.m., at which time and place a public hearing shall be held on the plans, specifications, form of contract and estimated costs for the Project, at which hearing all interested individuals shall be given a reasonable opportunity to express their views, orally or in writing, on the plans, specifications, form of contract and estimated costs of the Project.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice of the time when and place where the hearing will be held, by publication at least once not less than four (4) nor more than twenty (20) calendar days prior to the date fixed for the hearing, in a newspaper published and having a general circulation in Polk County, Iowa. The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED
COSTS FOR THE FOR THE SOUTHRIDGE CENTER ROOF
REPLACEMENT PROJECT.

Notice is hereby given that the Board of Directors of the Des Moines Area Community College (the "College") will meet at the DMACC Commons, Eldon Leonard Board Room, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50023, on the 9th day of November, 2020, at 4:00 p.m., at which time and place a hearing will be held on the proposed plans, specifications, form of contract and estimated costs for the Southridge Center Roof Replacement Project (the "Project"), which Project shall consist of the replacement of a portion of the Southridge Center roof at the College's Southridge Center Campus, 1111 E. Army Post Road, Des Moines, Iowa. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated costs of the Project. After hearing objections, the Board of Directors of the College will, by resolution, enter its decision on the plans, specifications, form of contract, and estimated costs of the Project.

By Order of the Board of Directors of
Des Moines Area Community College



Secretary of the Board of Directors

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

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

Passed and approved this 12th day of October, 2020.



President of the Board of Directors

Attest:




Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 12th day of October, 2020.



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

October 12, 2020

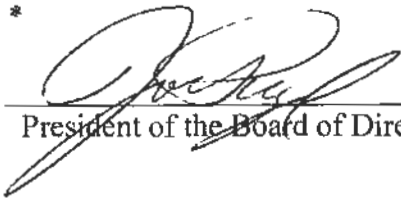
The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning the Southridge Center Roof Replacement Project. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "Resolution Setting the Time and Place for Receipt of Bids for the Southridge Center Roof Replacement Project". The resolution was moved and seconded, and after due consideration of said resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:


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

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



President of the Board of Directors

Attest:



Carolyn Farlow, Secretary
of the Board of Directors

RESOLUTION

RESOLUTION SETTING THE TIME AND PLACE FOR RECEIPT OF BIDS FOR THE SOUTHRIDGE CENTER ROOF REPLACEMENT PROJECT.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa; and

WHEREAS, the College desires to undertake a construction and renovation project consisting of the replacement of a portion of the Southridge Center roof at the College's Southridge Center Campus, 1111 E. Army Post Road, Des Moines, Iowa; and

WHEREAS, the College desires to obtain competitive bids for the Southridge Center Roof Replacement Project (the "Project"); and

WHEREAS, Shive-Hattery Engineers and Architects, Inc. has prepared a Notice to Bidders for the Project in the form attached to this Resolution.

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

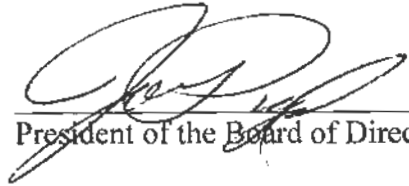
Section 1. That sealed proposals for the Project will be received by the Board of Directors of the College at the DMACC Commons, Eldon Leonard Board Room, at the Ankeny Campus of the College, 2006 S. Ankeny Boulevard, in Ankeny, Iowa 50023 on the 3rd day of November, 2020, until 2:00 p.m., at which time and place said bids will be publicly opened and read aloud.

Section 2. That the Secretary of the Board of Directors of the College is hereby directed to give notice to bidders of the time when and place for receipt of bids, and of other information as required by Section 26.7 of the Code of Iowa, by publication at least once not less than thirteen (13) and not more than forty-five (45) days before the date for filing bids in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the College's internet site. The notice shall be in substantially the form prepared by Shive-Hattery Engineers and Architects, Inc. and attached to this Resolution.

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

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

Passed and approved this 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

Dated this 12th day of October, 2020.



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

**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

PROJECT: DMACC - SOUTHRIDGE CENTER 2021 ROOFING REPLACEMENT

DMACC Southridge Center

Des Moines, IA

BIDS DUE: November 3, 2020 at 2:00 PM

TO: THE **Owner (HEREINAFTER REFERRED TO AS Owner):**

Des Moines Area Community College, Ankeny Campus

2006 South Ankeny Boulevard

Ankeny, IA 50023

Architect (hereinafter referred to as Architect/Engineer):

Shive-Hattery, Inc.

4125 Westown Pkwy, Suite 100

West Des Moines, IA 50266

NON-MANDATORY PREBID MEETING: October 27, 2020

10:00 AM

Southridge Center, 1111 East Army Post Road

Des Moines, IA

TO: POTENTIAL BIDDERS

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the improvements as stated below must be filed before 2:00 p.m., November 3, 2020, at the DMACC Commons Eldon Leonard Board Room, DMACC Ankeny Campus, 2006 South Ankeny Blvd., Ankeny, Iowa 50023.

Sealed bids will be opened and publicly read at the Commons Eldon Leonard Board Room, Building 22, DMACC Ankeny Campus, 2006 S Ankeny Boulevard, Ankeny IA 50023 at 2:00 PM, Central Time, on November 3, 2020.

Bids will be considered by the Owner at a public meeting to be held at DMACC Ankeny Campus, 2006 South Ankeny Blvd, Ankeny, IA 50023 at 4:00 PM, Central Time, on November 9, 2020.

The general nature of the work is as follows:

Replacement of roof levels 2 & 2.1 at DMACC - Southridge Center 2021 Roof Replacement. Approximately 23,823 sq. ft.

The work must commence on or about May 10, 2021 and must reach substantial completion on August 6, 2021.

The project shall reach final completion no later than August 13, 2021.

**DMACC - Southridge Center 2021 Roofing Replacement
Project # 4203800**

Bidding documents may be examined online at and at the following location(s):

Construction Market Data cmdgroup.com 30 Technology Parkway South, Suite 100,
Norcross, GA 30092

Action Reprographics, actionrepro.com, 5037 NE 14th Street, Des Moines, IA

iSqFt isqft.com 4500 W. Lake Forest Drive Ste. 502, Cincinnati, OH 45242

Master Builders of Iowa mbionline.com, 221 Park Street, Des Moines, IA 50309

Copies of the Bidding documents may be obtained by Bidders and Subbidders at Action Reprographics, 5037 NE 14th Street, Des Moines, IA, www.actionrepro.com; (515) 288-2146, in accordance with the Instructions to Bidders upon depositing the sum of twenty dollars (\$20.00) for each set of documents. A Master Builders card may be presented in place of a deposit. The deposit will be refunded in full upon return of the documents in good condition within ten days after receipt of bids.

Each Bidder shall accompany the Bid with a Bid security, in a separate envelope, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of the contract corporate surety bond or bonds, acceptable to the Owner, for the faithful performance of the contract, in an amount equivalent to one hundred percent of the amount of the contract. The bidder's security shall be in an amount equivalent to 5% of the bid amount, and shall be in the form of a cashier's or certified check drawn on a bank in Iowa or a bank chartered under the laws of the United States of America, or a certified bank share draft drawn on a credit union in Iowa or chartered under the laws of the United States of America or a bid bond with corporate surety satisfactory to the Owner. The bid security will be held by the Owner until a contract is fully executed and bonds are approved by the Owner.

All Bidders are required to provide a statement regarding their residency status as required by 875 Iowa Administrative Code Chapter 156.

Contractors using "materials, supplies, and equipment" on projects in designated "exempt entities" may purchase these items without liability for the sales tax. The contractor must have a purchasing agent authorization letter and an exemption certificate from the public entity to present to the retailer, which specifies the construction project and will be available for that project only.

Owner will issue an authorization letter and an exemption certificate to the contractor and/or subcontractors for the purchase or use of building materials, supplies, and equipment to be used on this project only. DO NOT include sales tax on your bid form.

No bid may be withdrawn for a period of 30 days after the date of the scheduled closing time for the receipt of bids.

Bidders shall be prepared to submit a performance bond and payment bond conditioned on the faithful performance of the contract. Out-of-state bidders shall be prepared to submit an Out-of-State Contractor Bond to the Iowa Division of Labor in accordance with Chapter 91C of the Code of Iowa.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa labor to the extent lawfully required under Iowa law.

**DMACC - Southridge Center 2021 Roofing Replacement
Project # 4203800**

It is the intent of the Owner to award a contract to the lowest responsible, responsive bidder provided the bid has been submitted in accordance with the bidding requirements. The Owner reserves the right to waive informalities or irregularities. The Owner reserves the right to reject any or all bids.

Published by order of the Des Moines Area Community College Board of Directors

Publish: No later than October 20, 2020

END OF SECTION

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Mid-States Material Handling & Fabrication, 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 \$45,000 Aggregate Principal Amount of New Jobs Training Certificates (Mid-States Material Handling & Fabrication, Inc. Project #2) 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$45,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (MID-STATES MATERIAL HANDLING & FABRICATION, INC. PROJECT #2) 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 Mid-States Material Handling & Fabrication, 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 \$45,000 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 \$45,000 of New Jobs Training Certificates (Mid-States Material Handling & Fabrication, Inc. Project #2) of the College (the "Certificates"), with \$32,500 of the Certificates issued under the Act and \$12,500 of the Certificates issued under the Supplemental Act; and

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

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

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

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

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(MID-STATES MATERIAL HANDLING & FABRICATION, INC. PROJECT #2)
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 \$45,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Mid-States Material Handling & Fabrication, Inc. Project #2) (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 Mid-States Material Handling & Fabrication, Inc. in Nevada, 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

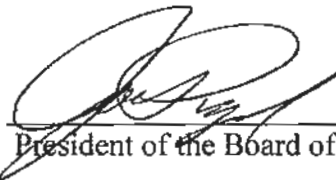
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary 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 \$45,000 of New Jobs Training Certificates (Mid-States Material Handling & Fabrication, Inc. Project #2) 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Mid-States Material Handling and Fabrication

Project # 2

Dated as of 10-12-20

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of Mid between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Mid-States Material Handling and Fabrication (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Randy Vier
Mid-States Material Handling and Fabrication
1113 South D Ave.
Nevada, IA 50201

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

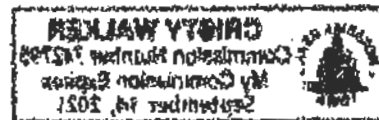
Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

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

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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



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

[END OF TEXT]

↓ EMPLOYER ↓

Mid-States Material Handling and Fabrication

[Printed Name of Employer] _____
 [Federal I.D. #] 45-2756885

By: Randall T. Vier
 [Printed Name] Randall T. Vier
 [Printed Title] Senior Vice President
 Email address rvier@
 Date: 7-24-2020


ATTEST:

By: Cristy Walker
 [Printed Name] Cristy Walker
 [Printed Title] Office Manager

State of Iowa
 County of Story :ss

On this date: 7/24/2020
 before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Randall T. Vier
 to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Senior Vice 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] 7/24/2020

[SEAL] 

Notary Public In and For Said County and State
 [Printed Name] Cristy Walker
 Commission Expires [Date] 9-14-2021

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Page
 [Printed Name] Joe Page
 [Printed Title] Board President
 Date: 10/12/2020

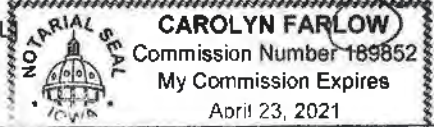
ATTEST:

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

State of Iowa
 County of Polk :ss

On this date: 10/12/2020
 before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Page
 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] 10/12/2020 Carolyn Farlow

[SEAL] 

Notary Public In and For said County and State
 [Printed Name] Carolyn Farlow
 Commission Expires [Date] 4/23/21

**TRAINING PLAN
AND
BUDGET
FOR
Mid-States Material Handling and Fabrication
PROJECT #2**

July 2020

**Prepared By:
Jeff Jones
Business Consultant
DMACC Business Resources
Des Moines Area Community College**

INTRODUCTION
Mid-States Material Handling and Fabrication
PROJECT # 2

COMPANY BACKGROUND

Mid-States Material Handling and Fabrication (MMF) was founded in 2011. The company was founded to build and supply agricultural grain handling equipment to COOP Elevators, Ethanol Plants and family farms. Products manufactured include structural steel support towers, steel catwalks, grain chain drag conveyors and other steel manufactured grain handling equipment.

LOCATION OF PROJECT

1113 South D Ave., Nevada, IA 50201

BASE HEAD COUNT

26

NUMBER OF NEW POSITIONS

6

PREVIOUS PROJECTS

Project #1 in 2018

SUPPLEMENTAL INFORMATION

1 of the 6 new positions will be paid a wage greater than the fiscal 2021 Nevada laborshed wage of \$22.56.

PRELIMINARY DATE

July 25, 2019

PROJECT END DATE

November 2023

LIST OF POSITIONS
Mid-States Material Handling and Fabrication
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Admin and Finance Director	1	\$60.10
Machine Operator	2	\$20
Shipping Assistant	1	\$20
Shipping Assistant	1	\$18
Office Assistant	1	\$15

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

- Healthcare
- Vision
- Dental
- Simple IRA with 3% match
- Annual Profit Sharing
- Steel toed boot allowance
- Clothing allowance

**TRAINING BUDGET
FOR
Mid-States Material Handling and Fabrication
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	\$13,000
II.	SUPERVISORY SKILLS	\$3,000
III.	TRAINING MATERIALS	\$1,438
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$17,437
	TOTAL TRAINING BUDGET	\$34,875

The training began 7/25/2019 and will continue to November 2023.

Upon receipt of proper documentation, reimbursement to Mid-States Material Handling and Fabrication for training expenses will be made if the requests meet the guidelines of Iowa Code 280E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Mid-States Material Handling and Fabrication with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

SMITH AND FAWCETT SECOND SD LOT 2 EX S27'

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

260E INFORMATION SHEET

Project Name Mid-States Material Handling and Fabrication Project # 2

Preliminary Date 7/25/19 Training Consultant Jeff Janes

Project Address 1113 South D Ave, Nevada, IA 50201 Story County
(City, County)

Contact Person Randy Vier Title Senior Vice President
Address 1113 South D Ave, Nevada, IA 50201
Phone 515-382-6280 FAX 515-382-4407
Email Address rvier@mmbiowa.com

Legal Name Mid-States Material Handling and Fabrication
Corporate Address 1113 South D Ave, Nevada, IA 50201
CEO Kevin Vier
Phone 515-382-1225 FAX

State and Year of Incorporation Iowa 2011 Fed ID # 45-2756685
Type of Corporation S Corporation NAICS# 332312

Product or Service Manufacture of parts for millwright and builders

Base Iowa Employment 26 Date 7/25/19
Projected # of New Positions 6 Avg. Starting Salary \$25.52
Bargaining Unit Yes No

Projected Categories of Skills Training Needed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturing Technology | <input checked="" type="checkbox"/> Organizational Change |
| <input checked="" type="checkbox"/> Workplace Skills | <input checked="" type="checkbox"/> Information Technology |
| <input checked="" type="checkbox"/> Management/Supervisory Skills | <input type="checkbox"/> Biotechnology |
| <input type="checkbox"/> Other _____ | |

Estimated Issuance \$45,000 Training Fund \$34,875

NEW POSITIONS: 6

TRAINING PLAN

TRAINING FUND: \$ 34,875.00
 DMACC FEE IV: 0.00
 AVAILABLE TRAINING: \$ 34,875.00

COMPANY: Mid-States Material Handling and Fabrication

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>Business Specific Technical Training Mid-States Material Handling and Fabrication is in a unique industry that requires its employees to have proper training regarding their business.</p>	<p>Expected Outcomes: - understanding of industry - knowledge of equipment used in the material handling and fabrication industry.</p>	<p>MMF will look for opportunities to pursue training as it relates to their business. This may include visits to conferences and/or trade shows where employees can obtain training as it relates to customers, competitors, and new technology. May include materials, travel, lodging, and training events.</p>	\$23,875.00	5,000.00		1,438.00	17,437.00
<p>Professional Skill Development Mid-States Material Handling workers to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.</p>	<p>The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently.</p>	<p>Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, and/or product knowledge. Materials such as videos, software, hardware, books, and travel and lodging may be included.</p>	\$3,000.00	3,000.00			
<p>Safety Training To ensure a safe work environment, Mid-States Material Handling needs to develop its safety program and provide training to its employees.</p>	<p>Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.</p>	<p>DMACC and/or outside vendors to help the company identify safety improvements and provide training. May include OSHA 10 hour and 30 hour, critical lifts in a shop, forklift certification. May include occupational safety and health training for managers and new employees.</p>	\$2,000.00	2,000.00			
TOTAL			\$28,875.00	10,000.00	0.00	1,438.00	17,437.00

TRAINING PLAN

COMPANY: Mid-States Material Handling and Fabrication

PROJECT #2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Computer Skills Training Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.</p> <p>Continuous Improvement Training MMF is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.</p> <p>Management/Supervisory Training MMF knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.</p>		BALANCE BROUGHT FORWARD	\$28,876.00	10,000.00	0.00	1,438.00	17,437.00
	<p>Expected outcomes:</p> <ul style="list-style-type: none"> - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively. 	<p>Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.</p>	\$1,000.00	1,000.00			
	<p>Expected outcomes:</p> <ul style="list-style-type: none"> - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - Improve quality. 	<p>Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.</p>	\$2,000.00	2,000.00			
	<p>Expected outcomes:</p> <ul style="list-style-type: none"> - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company. 	<p>DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.</p>	\$3,000.00		3,000.00		
			\$34,875.00	13,000.00	3,000.00	1,438.00	17,437.00

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Mid-States Millwright & Builders, 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 \$195,000 Aggregate Principal Amount of New Jobs Training Certificates (Mid-States Millwright & Builders, Inc. Project #2) 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$195,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (MID-STATES MILLWRIGHT & BUILDERS, INC. PROJECT #2) 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 Mid-States Millwright & Builders, 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 \$195,000 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 \$195,000 of New Jobs Training Certificates (Mid-States Millwright & Builders, Inc. Project #2) of the College (the "Certificates"), with \$120,000 of the Certificates issued under the Act and \$75,000 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
(MID-STATES MILLWRIGHT & BUILDERS, INC. PROJECT #2)
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 \$195,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Mid-States Millwright & Builders, Inc. Project #2) (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 Mid-States Millwright & Builders, Inc. in Nevada, 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

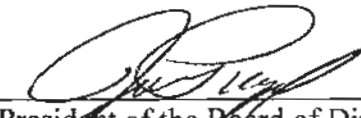
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary 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 \$195,000 of New Jobs Training Certificates (Mid-States Millwright & Builders, Inc. Project #2) 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Mid-States Millwright and Builders

Project # 2

Dated as of

10-12-20

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Mid-States Millwright and Builders (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Randy Vler
Mid-States Millwright and Builders
1116 South B Ave.
Nevada, IA 50201

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

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

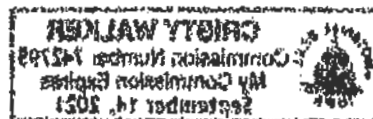
Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

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

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.8. 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 ↓

Mid-States Millwright and Builders

[Printed Name of Employer] _____
 [Federal I.D. #] 76-0707249

By: Randall T. Vier
 [Printed Name] RANDALL T. VIER
 [Printed Title] Senior Vice President
 Email address rvier@mmb.iaa.com
 Date: 7-24-2020


ATTEST:

By: Cristy Walker
 [Printed Name] Cristy Walker
 [Printed Title] Office Manager

State of Iowa
 County of Story :ss

On this date: 7/24/2020
 before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Randall T. Vier to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Senior Vice 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] 7/24/2020

[SEAL] 

Notary Public In and For Said County and State [Printed Name] Cristy Walker
 Commission Expires [Date] 9-14-2021

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Fugle
 [Printed Name] Joe Fugle
 [Printed Title] Board President
 Date: 10/12/2020

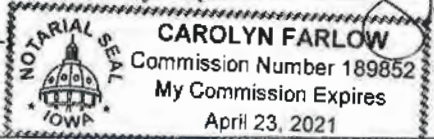
ATTEST:

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

State of Iowa
 County of Polk :ss

On this date: 10/12/2020
 before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Fugle 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] 10/12/2020

[SEAL] 

Notary Public In and For Said County and State [Printed Name] Carolyn Farlow
 Commission Expires [Date] 4/23/21

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
Mid-States Millwright and Builders
PROJECT #2**

July 2020

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

INTRODUCTION
Mid-States Millwright and Builders
PROJECT # 2

COMPANY BACKGROUND

Mid-States Millwright & Builders is a fully equipped millwright company that will take a project from design to finished construction. We own and operate our own fleet of cranes and trucks, which help us better serve our clients and keep costs low. We deliver an exceptional finished product and specialize in the construction of Brock grain bins, dryers, and grain handling equipment to meet our client's needs.

LOCATION OF PROJECT

1116 South B Ave., Nevada, IA 50201

BASE HEAD COUNT

35

NUMBER OF NEW POSITIONS

21

PREVIOUS PROJECTS

Project #1 in 2018

SUPPLEMENTAL INFORMATION

9 of the 21 new positions are to be paid a wage greater than the fiscal 2021 Nevada laborshed wage of \$22.56.

PRELIMINARY DATE

7/25/19

PROJECT END DATE

November 2023

LIST OF POSITIONS
Mid-States Millwright and Builders
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Vice President Capital Projects	1	\$72.12
*Safety Director	1	\$40.87
*Drafting/Design Manager	1	\$38.46
*Millwright Superintendent	2	\$28.85
*Drafter	1	\$27.88
*Project Manager	1	\$26.44
*Millwright Superintendent	1	\$25
*HR Generalist	1	\$23.08
Millwright II	1	\$22
Millwright Superintendent	1	\$21.50
Millwright	2	\$20
Millwright	1	\$18
Millwright	3	\$17.50
Millwright	2	\$17
Millwright	1	\$16.50
Millwright	1	\$16

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

- Healthcare
- Vision
- Dental
- Simple IRA with 3% match
- Annual Profit Sharing
- Steel toed boot allowance
- Clothing allowance

**TRAINING BUDGET
FOR
Mid-States Millwright and Builders
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	\$62,000
II.	SUPERVISORY SKILLS	\$10,000
III.	TRAINING MATERIALS	\$3,563
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$75,562
	TOTAL TRAINING BUDGET	\$151,125

The training began 7/25/2019 and will continue to November 2023.

Upon receipt of proper documentation, reimbursement to Mid-States Millwright and Builders 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 Mid-States Millwright and Builders with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

SMITH AND FAWCETT SECOND SD LOT 1 EX S27'

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

260E INFORMATION SHEET

Project Name Mid-States Millwright and Builders Project # 2

Preliminary Date 7/25/2019 Training Consultant Jeff Janes

Project Address 1116 South B Ave, Nevada, IA 50201 Story County
(City, County)

Contact Person Randy Vier Title Senior Vice President
Address 1116 South B Ave, Nevada, IA 50201
Phone 515-382-6280 FAX 515-382-4407
Email Address rvier@mmbiowa.com

Legal Name Mid-States
Corporate Address 1116 South B Ave, Nevada, IA 50201
CEO Kevin Vier
Phone 515-382-6280 FAX

State and Year of Incorporation Iowa 2001 Fed ID # 76-0707249
Type of Corporation S-Corporation NAICS# 238290

Product or Service Fully equipped millwright company

Base Iowa Employment 35 Date 7/25/19
Projected # of New Positions 21 Avg. Starting Salary \$25.34
Bargaining Unit Yes No

Projected Categories of Skills Training Needed:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturing Technology | <input checked="" type="checkbox"/> Organizational Change |
| <input checked="" type="checkbox"/> Workplace Skills | <input checked="" type="checkbox"/> Information Technology |
| <input checked="" type="checkbox"/> Management/Supervisory Skills | <input type="checkbox"/> Biotechnology |
| <input type="checkbox"/> Other _____ | |

Estimated Issuance \$195,000 Training Fund \$151,125

NEW POSITIONS: 21

TRAINING PLAN

TRAINING FUND: \$151,125.00
 DMACC FEE IV: 0.00
 AVAILABLE TRAINING: \$151,125.00

COMPANY: Mid-States Millwright and Builders

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>Business Specific Technical Training Mid-States Millwright and Builders is in a unique industry that requires its employees to have proper training regarding their industry.</p>	<p>Expected Outcomes: - understanding of MMB's industry. - knowledge of equipment used in the MMB's industry.</p>	<p>Mid-States Millwright and Builders may pursue training as it relates to their industry. This may include visits to conferences and/or trade shows where employees can obtain training as it relates to customers, competitors, and new technology. May include materials, travel, lodging, and training events. May include crane training.</p>	\$111,125.00	32,000.00		3,563.00	75,562.00
<p>Professional Skill Development Mid-States Millwright & Builders workers to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.</p>	<p>The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently.</p>	<p>Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, and/or product knowledge. Materials such as videos, software, hardware, books, and travel and lodging may be included.</p>	\$10,000.00	10,000.00			
<p>Safety Training To ensure a safe work environment, Mid-States Millwright needs to develop its safety program and provide training to its employees.</p>	<p>Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.</p>	<p>DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may include OSHA, PPE, critical lift training, and/or crane training. May include occupational safety and health training for managers and new employees.</p>	\$10,000.00	10,000.00			
		TOTAL	\$131,125.00	52,000.00	0.00	3,563.00	75,562.00

TRAINING PLAN

COMPANY: Mid-States Millwright and Builders

PROJECT # 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Computer Skills Training Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.</p> <p>Continuous Improvement Training MMB is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.</p> <p>Management/Supervisory Training Mid-States Millwright and Builders knows that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.</p>	<p>Expected outcomes: - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively.</p> <p>Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.</p> <p>Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.</p>	<p>BALANCE BROUGHT FORWARD</p> <p>Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.</p> <p>Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.</p> <p>DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.</p>	<p>\$131,125.00</p> <p>\$5,000.00</p> <p>\$5,000.00</p> <p>\$10,000.00</p> <p>\$151,125.00</p>	<p>52,000.00</p> <p>5,000.00</p> <p>5,000.00</p> <p>62,000.00</p>	<p>0.00</p> <p>10,000.00</p> <p>10,000.00</p>	<p>3,563.00</p> <p>3,563.00</p>	<p>75,562.00</p> <p>75,562.00</p>

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 U.S. Engineered Wood, 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 \$75,000 Aggregate Principal Amount of New Jobs Training Certificates (U.S. Engineered Wood, 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$75,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (U.S. ENGINEERED WOOD, 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 U.S. Engineered Wood, 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 \$75,000 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 \$75,000 of New Jobs Training Certificates (U.S. Engineered Wood, Inc. Project) of the College (the "Certificates"), with \$65,000 of the Certificates issued under the Act and \$10,000 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
(U.S. ENGINEERED WOOD, 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 \$75,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (U.S. Engineered Wood, 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 U.S. Engineered Wood, Inc. in Newton, Iowa.

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

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

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

By Order of the Board of Directors



Secretary of the Board of Directors

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

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$75,000 of New Jobs Training Certificates (U.S. Engineered Wood, 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

US Engineered Wood Inc.

Project # 1

Dated as of _____

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and US Engineered Wood 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 Iowa and is qualified to do business and is in good standing in the State.
- (b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.
- (c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.
- (d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Iowa New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.
- (e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.
- (f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.
- (g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Michael Stillwell, President
US Engineered Wood Inc
927 N 19th Ave.
Newton, IA 50208

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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

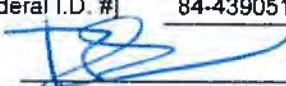
IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.


[END OF TEXT]

↓ EMPLOYER ↓

US Engineered Wood Inc

[Printed Name of Employer]
[Federal I.D. #] 84-4390511


By: 
[Printed Name] Brian Iverson
[Printed Title] CEO
Email address brian@tstud.com
Date: September 1, 2020

ATTEST:
By: 
[Printed Name] Sarah Jordahl
[Printed Title] AVP

State of MN
County of Anoka :ss

On this date: 1st day of September 2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Brian Neil Iverson to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] CEO of the above named Employer, a corporation organized in the State of MN ; 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] 9/1/2020

[SEAL] 

Notary Public In and For Said County and State
[Printed Name] Sarah Jordahl
Commission Expires [Date] Jan 31, 2025

↓ DMACC ↓

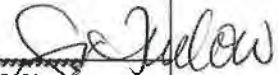
DES MOINES AREA COMMUNITY COLLEGE

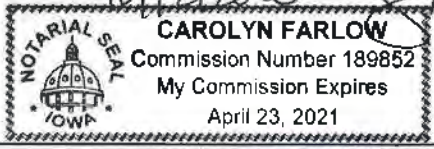
By: 
[Printed Name] Joe Pucal
[Printed Title] Board President
Date: 10/12/2020

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

State of Iowa
County of Polk :ss

On this date: 10/12/2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Pucal 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] 10/12/2020 

[SEAL] 

Notary Public In and For Said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4/23/21

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR
US Engineered Wood Inc
PROJECT #1**

Newton, IA

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

**INTRODUCTION
US Engineered Wood Inc
PROJECT # 1**

COMPANY BACKGROUND

Tstud.com is the product website and the company is the exclusive manufacture of the Tstud Technology

LOCATION OF PROJECT

Newton, IA

BASE HEAD COUNT

4

NUMBER OF NEW POSITIONS

15

PREVIOUS PROJECTS

n/a

SUPPLEMENTAL INFORMATION

2 of 15 new positions are eligible for the 1 ½% supplemental

PRELIMINARY DATE

7/14/2020

PROJECT END DATE

Dec 2023 (estimated bond sale timeframe)

**LIST OF POSITIONS
US Engineer Wood Inc
PROJECT #1**

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Gantry 1 Fulltime	1	\$18.00
Gantry 1 Fulltime	1	\$18.00
Forklift Mechanic Dowel making Fulltime	1	\$20.00
Gantry 2 Fulltime	1	\$18.00
Gantry 2 Fulltime	1	\$18.00
Forklift Mechanic Dowel making Fulltime	1	\$20.00
Gantry 3	1	\$19.00
Gantry 3	1	\$19.00
Forklift Mechanic Dowel making Fulltime	1	\$20.00
Gantry 4	1	\$19.00
Gantry 4	1	\$19.00
Gantry 5	1	\$19.00
Gantry 5	1	\$19.00
*Mechanic	1	\$22.00
*HR Bookkeeper Jack of all Trades	1	\$21.00

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:
 EverydayCARE 100% by employer \$500.00 deductible
 Sedera Select 100% by employer
 \$140 into HSA/HMA account monthly
 GoAll life insurance and retirement benefits package with matching dollars starting at \$100/month

**TRAINING BUDGET
FOR
US Engineered Wood Inc
PROJECT #1**

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 \$17,437

Because this is an entirely new product line, the overall skill set required has never been completed before. Management will hire and train and manuals will be created. Safety is number one, not wearing out the employee is number two. All redundant tasks will be operated by a robot in the future so all employees will be trained in their respective jobs first, then they will be taught on how to train a robot. Doesn't remove the employee, just upgrades the employees skillset.

II. SUPERVISORY SKILLS \$5,813

All supervisors will be instructed to move the employees around so that they do not get bored with their individual job. This will require constant training of not just the employee, but also of the supervisor by senior management. Growth of the employee will lead to growth of the company as we bring on up to 23 distinct product lines.

III. TRAINING MATERIALS \$5,813

As previously mentioned, there are no courses to make Tstud's. We will be training on the fly and drafting employee manuals at the same time. We will also be drafting equipment repair and operational manuals at the same time. Safety manuals will be produced for every machine as they are built.

IV. DMACC FEE \$0

0%

V. ON THE JOB TRAINING (50% or less of total project) \$29,062

Besides a quality control manual that is required to be maintained at all times to keep the Technical Evaluation Reports current, every employee will be required to preform all of the tests needed to maintain the structural integrity of the products. At all times. All employees will be trained to preform EVERY task required, and EVERY position required, to build ALL of the products.

TOTAL TRAINING BUDGET \$58,125

The training began 7/14/20 and will continue to Dec 2023 (est. bond sale date).

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

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

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

THAT PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, WHICH IS BORDERED ON THE EAST BY THE COUNTY ROAD DESIGNATED AS E. 19TH STREET NORTH AND BORDERED ON THE SOUTH BY THE CITY STREET DESIGNATED AS N. 19TH AVENUE EAST AND BORDERED ON THE NORTHWEST BY THE CHICAGO, ROCK ISLAND & PACIFIC RAILROAD RIGHT OF WAY.

Parcel 2:

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, WHICH LIES NORTH AND WEST AND SOUTH AND EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, OF SECTION 26, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA. EXCEPT: THAT PART OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ SOUTH AND EAST OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY BEING PART OF, AND NOW KNOWN AS, RDC SUBDIVISION OF PARCEL .H. IN THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA., AS SHOWN IN PLAT CABINET .A., PAGE 666 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

Parcel 3 & 4:

LOT 3 OF RDC SUBDIVISION OF PARCEL .H. IN THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 26, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., CITY OF NEWTON, JASPER COUNTY, IOWA., AS SHOWN IN PLAT CABINET .A., PAGE 666., EXCEPT: PARCEL .A. OF LOT 3, RDC SUBDIVISION AS SHOWN IN BOOK 1156, PAGE 190, AND EXCEPT: PARCEL .B. OF LOT 3, RDC SUBDIVISION AS SHOWN IN BOOK 1157, PAGE 54, IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

Parcel 5:

LOTS 9, 10 AND 11 OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED IN PLAT BOOK B, PAGE 274 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA. AND PARCEL .A. IN LOTS 7 & 8 OF THE SUBDIVISION OF THE NORTHEAST ¼ OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA AS SHOWN IN FILE 2009-00002178 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA. EXCEPT: THAT PART DEEDED TO THE CITY OF NEWTON FOR RIGHT OF WAY PURPOSES IN FILE 2009- 00004936 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

Parcel 6:

PART OF LOT 2 OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, AS APPEARS IN PLAT RECORDED IN PLAT BOOK B PAGE 274 IN THE OFFICE OF THE RECORDER OF SAID COUNTY DESCRIBED AS: FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF EAST 8TH STREET NORTH IN THE CITY OF NEWTON, IOWA (FORMERLY THE COLLEGE FARM ROAD) WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, WHICH POINT IS 158.7 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, RUN THENCE NORTH ALONG THE CENTER LINE OF SAID STREET, 922.2 FEET, THENCE, RUN EAST 583.2 FEET TO THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING RUN SOUTH PARALLEL TO THE CENTER LINE OF SAID STREET, 384.9 FEET TO THE NORTH BOUNDARY LINE OF THE CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD RIGHT OF WAY, THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE 561 FEET, THENCE WEST 402.9 FEET TO THE PLACE OF BEGINNING AND THAT PART OF SAID LOT 2 DESCRIBED AS: FROM THE POINT OF INTERSECTION OF THE CENTER LINE OF EAST 8TH STREET NORTH IN THE CITY OF NEWTON, IOWA (FORMERLY THE COLLEGE FARM ROAD) WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 27, WHICH POINT IS 158.7 FEET WEST OF THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 27, RUN THENCE NORTH ALONG THE CENTER LINE OF SAID STREET, 922.2 FEET TO THE POINT OF BEGINNING; FROM THIS POINT OF BEGINNING RUN NORTH 360 FEET TO THE NORTHWEST CORNER OF SAID LOT 2, THENCE EAST 1352 FEET TO THE NORTHEAST CORNER OF SAID LOT 2, THENCE SOUTHWESTERLY ALONG THE NORTH LINE OF THE CHICAGO, ROCK ISLAND & PACIFIC RAILROAD RIGHT OF WAY 510.3 FEET, THENCE WEST 986.1 FEET TO THE PLACE OF BEGINNING. EXCEPT: THAT PART DEEDED TO THE CITY OF NEWTON FOR RIGHT OF WAY PURPOSES IN FILE 2009- 00004936 IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

Parcel 7:

THE NORTH 257.9 FEET OF THE WEST 583.2 FEET OF THE SOUTH 11 ACRES OF LOT 2, SUBDIVISION OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 80 NORTH, RANGE 19 WEST OF THE 5TH P.M., JASPER COUNTY, IOWA, AS APPEARS IN PLAT BOOK D, PAGE 119, IN THE OFFICE OF THE RECORDER OF JASPER COUNTY, IOWA.

DESCRIPTION OF PERSONAL PROPERTY

2018 Line 1 framer gantry and components
2020 Line 2 framer gantry and components
2018 moulder for dowel making
Dust collection systems

260E INFORMATION SHEET

Project Name US Engineered Wood Inc **Project #** 1

Preliminary Date 07/14/20 Training Consultant Kelly Mitchell

Project Address Newton, Jasper
(City, County)

Contact Person Brian Iverson **Title** CEO
Address 14048 Terrace Road NE Ham Lake MN 55304
Phone 612.978.8011 **FAX**
Email Address brian@tstud.com

Legal Name US Engineered Wood Inc.
Corporate Address 927 North 19th Ave., Newton, IA 50208
CEO Brian Iverson
Phone 612.978.8011 **FAX**

State and Year of Incorporation Wyoming **Fed ID #** 84-4390511
Type of Corporation C Corp **SIC#** 2499

Product or Service

Base Iowa Employment 0 **Date** 7/14/2020
Projected # of New Positions 15 **Avg. Starting Salary** 19.27
Bargaining Unit Yes No

Projected Categories of Skills Training Needed:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Manufacturing Technology | <input type="checkbox"/> Organizational Change |
| <input checked="" type="checkbox"/> Workplace Skills | <input type="checkbox"/> Information Technology |
| <input checked="" type="checkbox"/> Management/Supervisory Skills | <input type="checkbox"/> Biotechnology |
| <input type="checkbox"/> Other _____ | |

Estimated Issuance 75,000 **Training Fund** 58,125

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

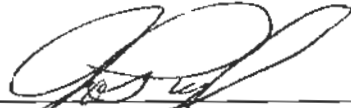
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Accu-Mold LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$270,000 Aggregate Principal Amount of New Jobs Training Certificates (Accu-Mold LLC Project #10) 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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"/>

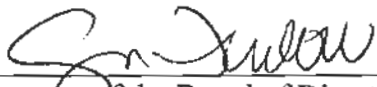
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

* * * * *



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 \$270,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (ACCU-MOLD LLC PROJECT #10) 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 Accu-Mold LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

the issuance by the College of not to exceed \$270,000 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 \$270,000 of New Jobs Training Certificates (Accu-Mold LLC Project #10) of the College (the "Certificates"), with \$185,000 of the Certificates issued under the Act and \$85,000 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
(ACCU-MOLD LLC PROJECT #10)
OF DES MOINES AREA COMMUNITY COLLEGE

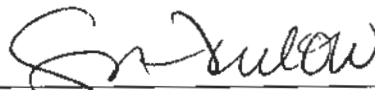
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$270,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Accu-Mold LLC Project #10) (the "Certificates"). 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 Accu-Mold LLC in Ankeny, 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 \$270,000 of New Jobs Training Certificates (Accu-Mold LLC Project #10) 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Accu-mold, LLC.

Project # **10**

Dated as of **October 12, 2020**

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of October 12, 2020 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Accu-Mold, LLC., Ankeny, Iowa (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Accu-mold, LLC.
1711 SE Oralabor Rd.
Ankeny, IA 50021
Attn: Scott Canfield, Director of Finance

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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

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

[END OF TEXT]

↓ EMPLOYER ↓

Accu-mold, LLC.

[Printed Name of Employer]
[Federal I.D. #] 20-5688630

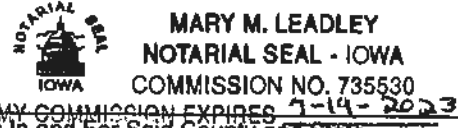
By: [Signature]
[Printed Name] Scott Canfield
[Printed Title] Director of Finance
Email address scanfield@accu-mold.com
Date: September 2, 2020

ATTEST:
By: [Signature]
[Printed Name] Mary M Leadley
[Printed Title] Accounting

State of Iowa
County of Polk :ss

On this date: _____
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Scott Canfield
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Director of Finance
of the above named Employer, a corporation organized in the State of Delaware ;
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] 9-2-2020

[SEAL]  **MARY M. LEADLEY**
NOTARIAL SEAL - IOWA
COMMISSION NO. 735530
MY COMMISSION EXPIRES 7-14-2023

Notary Public In and For Said County and State
[Printed Name] Mary M Leadley
Commission Expires [Date] 7-14-2023

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

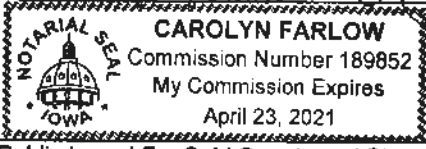
By: [Signature]
[Printed Name] Joe Puzel
[Printed Title] Board President
Date: 10/12/2020

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

State of Iowa
County of Polk :ss

On this date: 10/12/2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Puzel
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] 10/12/2020 [Signature]

[SEAL]  **CAROLYN FARLOW**
Commission Number 189852
My Commission Expires
April 23, 2021

Notary Public In and For Said County and State
[Printed Name] Carolyn Farlow
Commission Expires [Date] 4/23/21

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR**

ACCU-MOLD, LLC.

PROJECT #10

**Prepared By:
Melissa Chavas-Miller
Business Consultant
DMACC Business Resources
Des Moines Area Community College**

INTRODUCTION

Accu-mold

PROJECT # 10

COMPANY BACKGROUND

Accumold was founded in 1985. Dedication to quality has enhanced Accumold's recognition as a global leader in plastic injection micro molding. The company occupies a world-class, high-tech 130,000 square foot manufacturing facility with 3 class 10k and 6 class 100k capable clean rooms. The manufacturing area in "Building #3" has been designed to resist wind loads up to 250 MPH and missile impact consistent with an EF5 tornado. Future expansion space will accommodate and additional 100,000 square feet of production capacity.

Accumold is a world leader in super-micro, ultra-precision components and is an exporter to over 20 foreign countries. Component sizes range from .005" to 3". Production runs can be from 1,000 to over 500,000,000 parts and can include the design and building of molds, along with production of components all in one Iowa facility. The Company is ISO 9001, 14001 and 13485 Certified.

LOCATION OF PROJECT

1711 SE Oralabor Road, Ankeny IA

BASE HEAD COUNT

331

NUMBER OF NEW POSITIONS

38

PREVIOUS PROJECTS

9 previous projects

SUPPLEMENTAL INFORMATION

12 jobs will receive the supplemental 1½ %

PRELIMINARY DATE

6/16/2020

PROJECT END DATE

12/23

**LIST OF POSITIONS
ACCU-MOLD
PROJECT #10**

* Denotes jobs that receive the supplemental 1.5 %

POSITION TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Molding System Operators	2	\$15.00
Molding System Operators	2	\$15.00
Molding System Operators	2	\$15.00
Molding System Operators	2	\$15.00
Molding System Operators	2	\$15.00
Manufacturing Engineer	1	*\$35.00
OGP Operators / Inspectors	2	\$15.90
Quality Technicians	1	\$18.70
Quality Technicians	1	\$18.70
Quality Technicians	1	\$18.70
Mold Designer	1	*\$28.00
Automation Technician	1	\$23.50
Automation Technician	1	\$23.50
Automation Technician	1	\$23.50
Automation Technician	1	\$23.50
Automation Program Engineer	1	*\$43.00
Tool Mold Maker	2	*\$28.00
Tool Mold Maker	2	*\$28.00
Tool Mold Maker	2	*\$28.00
Machinists - Mold Maint.	1	\$25.50
Machinists - Mold Maint.	1	\$25.50
Machinists - Mold Maint.	1	\$25.50
Machinists - Mold Maint.	1	\$25.50
Machinists - Mold Maint.	1	\$25.50
Project Engineer	1	*\$36.00
Quality Engineer	1	*\$35.00
Financial Analyst	1	*\$28.00

Please list all company benefits below:

- Medical insurance
- Dental insurance
- Vision insurance
- Life insurance
- Short term and/ or long term disability coverage
- 401(k) plan and/or a pension plan
- Other benefits- Please describe: PTO, tuition reimbursement, Wellness

**TRAINING BUDGET
FOR
Accu-Mold, LLC.
PROJECT #10**

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	\$120,000.00
II.	SUPERVISORY SKILLS	\$50,000.00
III.	TRAINING MATERIALS	\$39,250.00
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$
	TOTAL TRAINING BUDGET	\$209,250.00

The training began 6/16/2020 and will continue to December 2023.

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

TRAINING PLAN

PROJECT #10

TRAINING FUND: \$ 270,000.00
 DMACC FEE IV: -
 AVAILABLE TRAINING: \$ 209,250.00

BUDGET CATEGORY

ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>new employee orientation program continues to be updated to reflect current information and include new procedures along with the company history.</p> <p>new employees will be better prepared to assume job responsibilities after they complete the formal orientation.</p>	<p>Human resource consultants will be identified to assist company officials with updating the new employee onboarding procedures. Project funds will be used to pay for the development of these materials and staff development time.</p>	\$10,000.00	\$ 10,000.00			
<p>new employees will become proficient using the various software programs required to do their jobs including but not limited to: IQMS, Mastercam, SolidWorks, MS Project, Outlook and other Microsoft Office applications.</p>	<p>DMACC will work with Accumold to provide training in the software area along with other external vendors specializing in specific software programs.</p>	\$5,000.00	\$ 5,000.00			
<p>training including, but not limited to the following may be provided: communications, managing conflict, behavior styles, team work, diversity, sales and marketing, and using influence without authority.</p>	<p>Employees may receive classroom, consulting and other forms of training to develop and enhance job expertise.</p>	\$5,000.00	\$ 5,000.00			
TOTAL		\$20,000.00	\$ 20,000.00	0.00	0.00	0.00

TRAINING PLAN

PAGE 2

PROJECT #10

BUDGET CATEGORY

ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
	BALANCE BROUGHT FORWARD	\$20,000.00	\$20,000.00	\$0.00	\$0.00	\$0.00
<p>accumold will become compliant in various quality certifications and standards as they become required current and new customers.</p> <p>How employees will be trained in Lean manufacturing concepts so that there can be a company-wide initiative in this area.</p> <p>accumold will retain existing customers and gain new customers because of their focus on quality. This will enable the company to continue to grow by adding new products and customers.</p> <p>The office is another area where the company would like to establish an initiative.</p>	<p>DMACC will work with Accumold to assist the company in becoming compliant to various quality standards as well as conducting additional Lean manufacturing techniques workshops and SPC training and consulting.</p> <p>Accumold will work with DMACC on their Office Lean training program to satisfy this objective.</p> <p>Project funds will be used to pay for the consulting and instruction required to continue producing high quality products.</p>	\$5,000.00	\$ 5,000.00			
<p>Outcomes will include:</p> <ul style="list-style-type: none"> improved material handling safety Hot oil machine safety training CPR/first aid updates <p>How employees will learn how to safely perform their responsibilities and reduce the risk for injury.</p>	<p>Training materials, videos, and books will be purchased to keep current on all new safety issues. DMACC and other safety training vendors will provide training to meet the needs in this area.</p>	\$5,000.00	\$ 5,000.00			
	TOTAL	\$30,000.00	\$30,000.00	\$0.00	\$0.00	\$0.00

TRAINING PLAN

PROJECT #10

ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
	BALANCE BROUGHT FORWARD	\$30,000.00	\$ 30,000.00	0.00	0.00	0.00
<p>cumold trainers and the new tool makers and production workers will receive extensive training on the new equipment. This will enable new employees to become productive sooner.</p> <p>new employees will learn the most effective and efficient way to use each piece of equipment. This will allow the company to continue to produce the best high-tech plastic parts in the industry.</p> <p>cumold will continue to implement the scholars program. Current candidates will continue enrollment in DMACC courses with the potential for additional candidates to be selected.</p> <p>new employees will become skilled and efficient in operation of current and new equipment.</p>	<p>Because of the complex nature of each piece of production equipment, the specific equipment vendor will be required to provide needed training. Project funds will be used to pay for the cost of vendor training and associated expenses. Additional training opportunities will be identified and could include CNC programming, and Master Cam.</p> <p>Identified scholars will have tuition paid for technical courses required in the DMACC Tool and Die program.</p> <p>New employees will participate in Boy School and Sumotomo training to improve efficiency on the job and increase production to meet new customer demands.</p>	\$30,000.00	\$ 30,000.00			
	TOTAL	\$60,000.00	\$ 60,000.00	0.00	0.00	0.00

TRAINING PLAN

PROJECT #10

ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
	Balance Brought Forward	\$60,000.00	\$60,000.00	\$0.00	\$0.00	\$0.00
<p>7 employees and company trainers learn the high-end manufacturing skills that are needed in this high-tech industry. This will allow new employees meet the strict product specifications required in this industry and increase customer satisfaction.</p>	<p>DMACC will work with Accumold to provide training in Industrial Measurement, Statistical Process Control (both basic and more advanced), GD & T, blueprint reading, CNC machining, welding, boiler maintenance, HVAC, PLCs, and root cause problem solving.</p> <p>Other experts and/or vendors will be used as needed to provide training in injection molding design, calibration, Gage R&R, systematic and scientific molding, and other advanced manufacturing techniques required to keep Accumold on the cutting edge in this field.</p>	\$60,000.00	\$ 60,000.00			
	TOTAL	\$120,000.00	\$ 120,000.00	0.00	0.00	0.00

TRAINING PLAN

PROJECT #10

ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
	Balance Brought Forward	\$120,000.00	\$120,000.00	\$0.00	\$0.00	\$0.00
Managers will develop their skills in managing the members of their team and how to more effectively coach and lead new employees.	Managers will attend courses and seminars that will help them develop the skills that are needed to effectively lead their teams. DMACCs Leadership Foundations Series will be considered as well as other outside Leadership consultants.	\$50,000.00		\$ 50,000.00		
Training materials will be used to help enhance the successful delivery of job-specific, basic skill, and management training.	Funds from this project will be used to purchase/develop the training materials and equipment needed to support the training in this plan.	\$39,250.00			\$ 39,250.00	
	TOTAL	\$209,250.00	\$ 120,000.00	\$ 50,000.00	\$ 39,250.00	0.00

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

1711 SE Oralabor Road, Ankeny IA 50021

Lot 3 Metro North Air Park Ankeny, Iowa

DESCRIPTION OF PERSONAL PROPERTY

260E INFORMATION SHEET

Project Name Accu-mold, LLC #10 Project # 10
 Preliminary Date 6/16/2016 Business Consultant Melissa Chavas-Miller
 Project Address 1711 SE Oralabor Road, Ankeny IA 50021 Polk
 (City, County)

Contact Person	<u>Grace Swanson</u>	Title	<u>VP of Human Capital</u>
Address	<u>1711 SE Oralabor Road, Ankeny IA 50021</u>		
Phone	<u>515-963-2246</u>	FAX	<u>515-964-6742</u>
Email Address	<u>gswanson@accu-mold.com</u>		

Legal Name	<u>Accu-Mold, LLC.</u>		
Corporate Address	<u>1711 SE Oralabor Road Ankeny, IA 50021</u>		
CEO	<u>Roger Hargens</u>		
Phone	<u>(515) 964-5741</u>	FAX	<u>515-964-6742</u>

State and Year of Incorporation	<u>2006, Delaware</u>	Fed ID #	<u>20-5688630</u>
Type of Corporation	<u>Limited Liability Corporation</u>	NAICS#	<u>326199</u>

Product or Service	<u>Creating plastic injection molds & manufacturing high-tech plastic components</u>
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Base Iowa Employment	<u>331</u>	Date	<u>6/16/2020</u>
Projected # of New Positions	<u>36</u>	Avg. Starting Salary	<u>\$23.12</u>
Bargaining Unit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Projected Categories of Skills Training Needed:

- | | | | |
|-------------------------------------|-------------------------------|-------------------------------------|------------------------|
| <input checked="" type="checkbox"/> | Manufacturing Technology | <input checked="" type="checkbox"/> | Organizational Change |
| <input checked="" type="checkbox"/> | Workplace Skills | <input checked="" type="checkbox"/> | Information Technology |
| <input checked="" type="checkbox"/> | Management/Supervisory Skills | <input type="checkbox"/> | Biotechnology |
| <input type="checkbox"/> | Other _____ | | |

Estimated Issuance	<u>\$270,000.00</u>	Training Fund	<u>\$209,250.00</u>
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October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Allegiant Air, LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$730,000 Aggregate Principal Amount of New Jobs Training Certificates (Allegiant Air, LLC 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$730,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (ALLEGIANT AIR, LLC 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 Allegiant Air, LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

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

the issuance by the College of not to exceed \$730,000 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 \$730,000 of New Jobs Training Certificates (Allegiant Air, LLC Project) of the College (the "Certificates"), with \$420,000 of the Certificates issued under the Act and \$310,000 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
(ALLEGIANT AIR, LLC 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 \$730,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Allegiant Air, LLC 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 Allegiant Air, LLC 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 \$730,000 of New Jobs Training Certificates (Allegiant Air, LLC 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Allegiant Air, LLC

Project # **1**

Dated as of _____

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Allegiant Air, LLC (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Keith Hansen, VP Government Affairs and Airports
Allegiant Air
1201 North Town Center Drive
Las Vegas, NV 89144

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

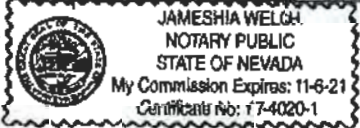
Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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

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

[END OF TEXT]

↓ EMPLOYER ↓	
Allegiant Air, LLC	
[Printed Name of Employer]	
[Federal I.D. #]	20-0808621
By:	<i>[Signature]</i>
[Printed Name]	Keith Hansen
[Printed Title]	VP, Government Affairs and Airports
Email address	Keith.Hansen@allegiantair.com
Date:	7/15/2020
ATTEST:	
By:	<i>[Signature]</i>
[Printed Name]	<i>[Signature]</i>
[Printed Title]	<i>[Signature]</i>
State of	Nevada
County of	Clark :ss
On this date:	September 15, 2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Keith Hansen</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>VP, Government Affairs and Airports</u>	
of the above named Employer, a corporation organized in the State of <u>Nevada</u> ;	
that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	September 15, 2020
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Jameshia Welch
Commission Expires [Date]	11-06-21

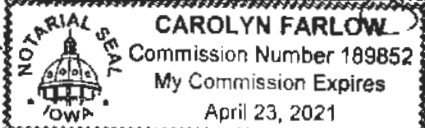
↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
[Printed Name of Employer]	
By:	<i>[Signature]</i>
[Printed Name]	Joe Pugh
[Printed Title]	Board President
Date:	10-12-2020
ATTEST:	
By:	
[Printed Name]	
[Printed Title]	
State of Iowa	
County of Polk	:ss
On this date:	10-12-2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] <u>Joe Pugh</u>	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] <u>Board President</u>	
of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.	
Given under my hand and seal this date:	
[Date]	10-12-2020
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4/23/21

EXHIBIT "A"

**TRAINING PLAN
AND
BUDGET
FOR**

Allegiant Air, LLC

PROJECT #1

**Prepared By:
Emily Betz
Business Consultant
DMACC Business Resources
Des Moines Area Community College**

**INTRODUCTION
Allegiant Air, LLC
PROJECT # 1**

COMPANY BACKGROUND

Allegiant was founded in 1997 and is certified by the U.S. Department of Transportation (DOT) as a "Scheduled Air Carrier" with authority to fly scheduled and charter airline operations throughout the U.S. Allegiant was incorporated in 2004, but Des Moines was one of Allegiant's first airports; Allegiant started Des Moines to Las Vegas flights in June of 2003.

LOCATION OF PROJECT

Des Moines, IA

BASE HEAD COUNT

33

NUMBER OF NEW POSITIONS

49

PREVIOUS PROJECTS

No previous projects

SUPPLEMENTAL INFORMATION

Of the 49 positions, 22 are above the current laborshed wage of \$26.54 for Des Moines, IA

PRELIMINARY DATE

9/30/2019

PROJECT END DATE

Training Fund Expiration: December 2023
Withholding Expiration: June 2030

LIST OF POSITIONS

PROJECT #1

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Pilots	15	84.33
Flight Attendant	26	19.09
*A&P Mechanic	4	33.38
*Inflight Manager	1	30.02
*Team Lead	1	35.51
*Line MX Manager	1	42.76
Material Lead Specialist	1	18.47

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

Health insurance

Dental insurance

Vision insurance

Life insurance

401k

Flight benefits

Education reimbursement

**TRAINING BUDGET
FOR
Allegiant Air, LLC
PROJECT #1**

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	\$389,651.50
II. SUPERVISORY SKILLS	\$3,837
III. TRAINING MATERIALS	\$37,891.50
IV. DMACC FEE	\$
V. ON THE JOB TRAINING	\$111,700
TOTAL TRAINING BUDGET	\$543,080

The training began 9/30/2019 and will continue to December 2023.

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

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILLS	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OUT V
Orientation is imperative that new team members feel welcome and excited about working for Allegiant. During the onboarding process, new team members learn about Allegiant's culture, business model, employee programs and benefits.	Allegiant team members understand the history and structure of Allegiant's role in the organization. Team members can locate pertinent information and resources to support them and their job. Team members are able to explain Allegiant's business model and discuss Allegiant's core values.	New hire Allegiant team members attend a half-day new hire orientation. Depending on the team member's position and location, the orientation could be held on-site at either Allegiant's headquarters or via a synchronous web session.	\$4,850.00	\$4,370.00		\$480.00	
Company Compliance: Allegiant requires team members to comply with all Company policies and any local, state and federal workplace requirements. New employees are trained in safety and security policies, harassment and discrimination code of ethics.	Allegiant team members understand their responsibilities as employees and the regulations that govern their employment. Team members can easily find and interpret information regarding policy and procedures and know how and where to report unacceptable behavior.	All Company required training is delivered via computer-based training to new hires. Team members are notified via email of enrollment into courses. Training must be completed within 30 days of hire. People Services (HR) is responsible for ensuring team member compliance. External auditors also ensure compliance annually.	\$5,548.00	\$5,548.00			
IT Awareness: IT is committed to protecting team members and customer information. All new team members are provided information security training including IT security policies, phishing awareness and social engineering awareness. Team members in customer-facing roles are also trained to ensure Payment Card Industry compliance.	Allegiant team members understand the importance of information security. Team members are able to identify areas of risk both at home and work. Team members understand and comply with Company security policies including password protection, email caution, and device safety. Customer-facing team members apply procedures to protect customer data.	New hire team members receive information security awareness training via computer-based training. In addition, all team members receive quarterly training on critical subjects. Allegiant measures the effectiveness of its comprehensive awareness campaign by evaluating team members' vulnerability using fabricated email tests.	\$1,225.00				
Leadership Training: Allegiant team members in a leadership role are expected to follow Company procedures related to supervising team members. This includes corrective counseling, management-specific prevention of harassment and discrimination, performance management, and use of HR tools to manage team members.	Allegiant leaders effectively manage team members. Leaders apply Company policy and interpret policy and procedure for team members. Leaders assist team members in professional growth through forward look conversations.	New team members with a designation of supervisor or above are automatically enrolled in a leadership curriculum delivered via computer-based training. Some leaders are provided additional training via LinkedIn Learning courses. Allegiant also subjects leaders to participate in DESC training.	\$1,234.00	\$2,950.00	\$444.00		
Job-Specific: Flight Operations: Allegiant pilots must be trained to the highest level to ensure the safety of our passengers. In order to ensure pilots from a variety of backgrounds and experience levels can meet Allegiant's performance standards, the training program is robust. During the intensive five-week program, pilots study related regulations and Company policy, master aircraft systems, and practice emergency procedures. Pilots apply knowledge and demonstrate proficiency through a variety of simulated experiences to ensure readiness.	Pilots understand their duties and responsibilities as a crew member. Pilots understand and can apply Federal Aviation Reg 121 regulations. Pilots operate A320 family aircraft without error while applying applicable Company operations specifications and crew resource management techniques. Pilots demonstrate proficiency in applying emergency procedures.	New hire pilots progress through the 170-hour training program as a class-by-class. Pilots are grouped by the date and they train with pilots that will be based at various Allegiant locations around the country. All new hire pilots train at Allegiant's West Coast Training Center in Las Vegas, NV. The program is divided into segments: Basic Identification, Aircraft Ground Training, Emergency Training, Security Training, and Hazardous Materials Training. The training program includes practical application through the use of a variety of training devices. Flight Training Devices (FTD) and Simulators replicate the cockpit experience. New Hires are evaluated using exams, proficiency checks, CFTs, IOE, Line Checks and Line Observation.	\$318,200.00	\$218,100.00	\$8,000.00	\$8,000.00	\$75,480.00
Job-Specific: Inflight: Flight Attendants are responsible for the safety of Allegiant passengers. The new hire training program provides new team members with the knowledge and skills to support both crew and passengers during Allegiant flights. The comprehensive four-week program includes training related to Company policies and procedures, flight attendant responsibilities and standards, emergency duties and responsibilities, customer-service standards, aircraft familiarization, emergency readiness and procedures, security, hazardous materials, and first-aid/CPR.	Flight Attendants successfully execute safety procedures while providing high-quality customer service to passengers. Flight attendants employ de-escalation techniques to resolve conflict in-flight and are able to accommodate passengers with a variety of special needs. Flight attendants can confidently operate applicable aircraft equipment and are prepared to employ emergency procedures.	New hire flight attendants complete the four-week basic indoctrination program as part of a cohort. The training program is delivered at one of two Allegiant training facilities. Team members are required to demonstrate proficiency in subject areas throughout the course of the training program. Failure to meet program standards results in removal from the program. Trainee Flight Attendants participate in practical application through simulated activities and use of a cabin trainer. Prior to graduating from the training program, all Trainee Flight Attendants must pass an end competency exam. Upon completion of the program, Flight Attendants are evaluated in the Initial Operational Excellence (IOE). Flight attendants demonstrate the knowledge and skills acquired during the training program on an Allegiant flight.	\$167,860.50	\$142,248.00	\$887.00	\$17,877.50	\$8,240.00
Job-Specific: Airline: Maintenance technicians are essential to ensure aircraft performance, safety and flight are consistently optimal. Allegiant maintenance technicians must consistently complete a rigorous training program which consists of general familiarization of the aircraft, maintenance policies and procedures, human factors, and safety. In addition, technicians are required to complete specific training approved by the Federal Aviation Administration (such as Task Safety, N334, ERTS and Emergency Evacuation Systems). Technicians also complete a six-month Structured On-the-Job Training program, 120-hour Airline Company Training, and Principles of Troubleshooting courses. Some technicians will also receive additional qualification training in order to perform specific tasks. Examples include Power Industrial Truck, Engine Run and Test, Required Inspection Items, Bleeding Inspection, Airworthiness Release Authorization, and OJT Instructor.	Technicians understand maintenance policy and procedures, related manual tasks and resources that guide the maintenance of aircraft. Technicians perform a wide variety of work with a high level of proficiency, reducing maintenance-related errors and ensuring safety standards. Technicians possess the skills needed to proficiently perform maintenance tasks. Consistently troubleshoot system, issuer, and comply with all Company and regulatory requirements.	Newly hired technicians will be automatically enrolled in the regulatory basic indoctrination curriculum delivered via computer-based training and scheduled to take the first available instructor-led general familiarization course. Upon completion, technicians will be released to the structured on-the-job training program (SOJT). Under the supervision of a qualified SOJT instructor, technicians will demonstrate competence on tasks ranging from routine to complex. Technician progress and compliance are monitored via multiple methods including audits, reporting, and compliance dashboards.	\$52,766.00	\$15,886.00		\$10,390.00	\$26,510.00
Job-Specific: Stores: Material Specialists manage the parts inventory at Allegiant base that performs maintenance. Base team members must have an understanding of maintenance, Base Company policies and procedures and proficiency use aircraft-specific and Company manuals to identify, order and manage parts needed to repair aircraft. This job is critical to ensuring Allegiant aircraft remain in service.	Material Specialists understand Company policy and procedures. Team members utilize Company and manufacturer resources to correctly identify parts. Inventory is accurately reflected in Allegiant systems. Parts are ordered and received without error.	Material Specialist receives initial training via computer-based training and OJT. Team members are evaluated through their ability to accurately maintain inventory using the knowledge acquired via OJT and OJT.	\$3,707.60	\$237.60			\$3,470.00
			TOTAL	\$443,810.00	\$3,877.00	\$37,884.50	\$111,700.00

LEGAL DESCRIPTION OF PROJECT SITE

Des Moines International Airport
5800 Fleur Drive, Des Moines, IA 50321

DESCRIPTION OF PERSONAL PROPERTY

260E INFORMATION SHEET

Project Name Allegiant Air, LLC Project # 1

Preliminary Date 9/30/2019 Training Consultant Emily Betz

Project Address Des Moines, Polk
(City, County)

Contact Person	<u>Eric Fletcher</u>	Title	<u>Director, Gov't Affairs</u>
Address	<u>1201 North Town Center Drive, Las Vegas, NV 89144</u>		
Phone	<u>702-830-8161</u>	FAX	
Email Address	<u>Eric.Fletcher@allegiantair.com</u>		

Legal Name	<u>Allegiant Air, LLC</u>		
Corporate Address	<u>1201 North Town Center Drive, Las Vegas, NV 89144</u>		
VP	<u>Keith Hansen, VP Government Affairs and Airports</u>		
Phone	<u>702-830-8446</u>	FAX	

State and Year of Incorporation	<u>NV, 2004</u>	Fed ID #	<u>20-0808621</u>
Type of Corporation	<u>LLC</u>	NAICS#	<u>481111</u>

Product or Service	<u>Air Transportation</u>
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Base Iowa Employment	<u>33</u>	Date	<u>9/30/2019</u>
Projected # of New Positions	<u>49</u>	Avg. Starting Salary	<u>85,808</u>
Bargaining Unit	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		

Projected Categories of Skills Training Needed:

- | | | | |
|-------------------------------------|-------------------------------|-------------------------------------|------------------------|
| <input type="checkbox"/> | Manufacturing Technology | <input checked="" type="checkbox"/> | Organizational Change |
| <input checked="" type="checkbox"/> | Workplace Skills | <input type="checkbox"/> | Information Technology |
| <input checked="" type="checkbox"/> | Management/Supervisory Skills | <input type="checkbox"/> | Biotechnology |
| <input type="checkbox"/> | Other | | |

Estimated Issuance	<u>\$730,000</u>	Training Fund	<u>\$543,080</u>
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October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Amcor Rigid Packaging USA, LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$160,000 Aggregate Principal Amount of New Jobs Training Certificates (Amcor Rigid Packaging USA, LLC 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$160,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (AMCOR RIGID PACKAGING USA, LLC 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 Amcor Rigid Packaging USA, LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

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

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$160,000 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 \$160,000 of New Jobs Training Certificates (Amcor Rigid Packaging USA, LLC Project) of the College (the "Certificates"), with \$102,500 of the Certificates issued under the Act and \$57,500 of the Certificates issued under the Supplemental Act; and

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

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

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

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

NOTICE OF INTENTION TO ISSUE
NEW JOBS TRAINING CERTIFICATES
(AMCOR RIGID PACKAGING USA, LLC 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 \$160,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Amcors Rigid Packaging USA, LLC 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 Amcor Rigid Packaging USA, LLC in Ames, 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 \$160,000 of New Jobs Training Certificates (Amcor Rigid Packaging USA, LLC 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 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Ancor Rigid Packaging USA, LLC

Project # 1

Dated as of October 12, 2020

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Amcor Rigid Packaging USA, LLC (the "Employer").

WITNESSETH:

WHEREAS, pursuant to Chapter 280E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

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

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

- (i) **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 ***if Employer fails to make payments as required hereunder and fails to cure the same within thirty (30) days after written notice thereafter, then with respect to such deficient payment(s) and future payments required*** to be made by it hereunder are a lien upon the Employer's

business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Blake Good
Amcor Rigid Packaging USA, LLC
520 Bell Ave
Ames, IA 50010

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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


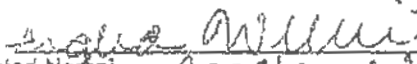
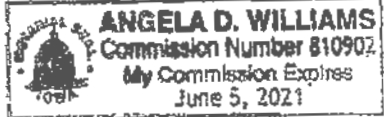
Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

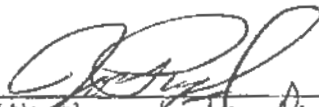

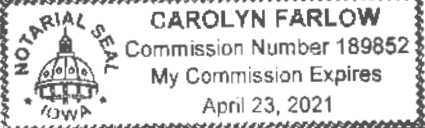
and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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

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

[END OF TEXT]

↓ EMPLOYER ↓	
Amcor Rigid Packaging USA, LLC	
[Printed Name of Employer]	
[Federal I.D. #]	981455367
By:	
[Printed Name]	Blake Good
[Printed Title]	HR Manager
Email address	blake.good@amcor.com
Date:	September 3, 2020
ATTEST:	
By:	
[Printed Name]	Angela Williams
[Printed Title]	MSR
State of	Iowa
County of	Story :ss
On this date:	September 3, 2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Blake Good	
to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] HR Manager	
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]	September 3, 2020
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Angela Williams
Commission Expires [Date]	June 5, 2021

↓ DMACC ↓	
DES MOINES AREA COMMUNITY COLLEGE	
By:	
[Printed Name]	Joe Puzel
[Printed Title]	Board President
Date:	10-12-2020
ATTEST:	
By:	
[Printed Name]	
[Printed Title]	
State of Iowa	
County of Polk	:ss
On this date:	10-12-2020
before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Joe Puzel	
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]	10-12-2020 
[SEAL]	
Notary Public In and For Said County and State	
[Printed Name]	Carolyn Farlow
Commission Expires [Date]	4/23/21

**TRAINING PLAN
AND
BUDGET
FOR
Amcor Rigid Packaging USA, LLC
PROJECT #1**

August 2020

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

INTRODUCTION
Amcor Rigid Packaging USA, LLC
PROJECT # 1

COMPANY BACKGROUND

Amcor's history dates to the 1860's when Samuel Ramsden, a young stone mason from Yorkshire, arrived in Australia and established Victoria's first paper mill. The company became known as APM, or Australia Paper Manufacturers. The company later became known as Amcor and added a range of diverse packaging interests. In the 2000's, Amcor focused on the packaging business and made several acquisitions.

LOCATION OF PROJECT

520 Bell Ave., Ames, IA 50010

BASE HEAD COUNT

95

NUMBER OF NEW POSITIONS

17

PREVIOUS PROJECTS

NA

SUPPLEMENTAL INFORMATION

7 of the new positions are to be paid a wage greater than the fiscal 2021 Ames laborshed wage of \$23.06.

PRELIMINARY DATE

3/6/20

PROJECT END DATE

November 2023

**LIST OF POSITIONS
Amcor
PROJECT #2**

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Plant Controller	1	\$48
*Maintenance Supervisor	1	40
*Extrusion Specialist	1	37.55
*Cycle Counter	1	32.85
*Mold Specialist	1	32.85
*Quality Technician	1	28.25
*Maintenance Technician	1	26.75
Machine Operator	10	19.25

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below.

- Medical
- Dental
- Life Insurance
- Vision
- Prescription Coverage
- 401K Match
- Short Term Disability
- Long Term Disability
- Voluntary Life Insurance
- Employee Assistance Program
- Flexible Spending Account
- Critical Illness Plan
- Wellness Benefits

**TRAINING BUDGET
FOR
Amcor Rigid Packaging USA, LLC
PROJECT #1**

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	\$47,000
II.	SUPERVISORY SKILLS	\$10,000
III.	TRAINING MATERIALS	\$5,000
IV.	DMACC FEE	
V.	ON THE JOB TRAINING	\$62,000
	TOTAL TRAINING BUDGET	\$124,000

The training began 3/6/20 and will continue to November 2023

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

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

520 Bell Avenue, Ames, IA 50010

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

260E INFORMATION SHEET

Project Name Amcor Rigid Packaging USA, LLC Project # 1

Preliminary Date 3/6/20 Training Consultant Jeff Janes

Project Address 520 Bell Avenue, Ames, IA 50010 Story County
(City, County)

Contact Person	<u>Blake Good</u>	Title	<u>HR Manager</u>
Address	<u>520 Bell Avenue, Ames, IA 50010</u>		
Phone	<u>515-239-9649</u>	FAX	
Email Address	<u>Blake.Good@amcor.com</u>		

Legal Name	<u>Amcor Rigid Packaging USA, LLC</u>		
Corporate Address	<u>Levell 11, 60 City Road, Victoria, 3006 Southbank, Australia</u>		
CEO	<u>Ron Delia</u>		
Phone	<u>+61 3 9226 9000</u>	FAX	

State and Year of Incorporation	<u>2019 New Jersey</u>	Fed ID #	<u>98-1455367</u>
Type of Corporation	<u>Publicly Traded</u>	NAICS#	<u>561910</u>

Product or Service	<u>Packaging</u>
--------------------	------------------

Base Iowa Employment	<u>95</u>	Date	<u>3/6/20</u>
Projected # of New Positions	<u>17</u>	Avg. Starting Salary	<u>\$26.10</u>
Bargaining Unit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Projected Categories of Skills Training Needed:

<input checked="" type="checkbox"/>	Manufacturing Technology	<input checked="" type="checkbox"/>	Organizational Change
<input checked="" type="checkbox"/>	Workplace Skills	<input checked="" type="checkbox"/>	Information Technology
<input checked="" type="checkbox"/>	Management/Supervisory Skills	<input type="checkbox"/>	Biotechnology
<input type="checkbox"/>	Other _____		

Estimated Issuance	<u>\$160,000</u>	Training Fund	<u>\$124,000</u>
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NEW POSITIONS: 17

TRAINING PLAN

TRAINING FUND: \$ 124,000.00
 DMACC FEE IV: 0.00
 AVAILABLE TRAINING: \$ 124,000.00

COMPANY: Amcor

PROJECT #1

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>Business Specific Technical Training Amcor is in a unique industry that requires its employees to have proper training regarding their industry. regarding their industry.</p>	<p>Expected Outcomes: - understanding of Amcor's industry. - knowledge of equipment used in the Amcor's industry.</p>	<p>Amcor understands the need to pursue training as it relates to their industry. This may include visits to conferences and/or trade shows where employees can obtain training as it relates to customers, competitors, and new technology. May include materials, travel, lodging, and training events. May include one-the-job training.</p>	<p>\$87,000.00</p>	<p>20,000.00</p>		<p>5,000.00</p>	<p>62,000.00</p>
<p>Professional Skill Development Amcor workers understand the need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.</p>	<p>The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently.</p>	<p>Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, and/or product knowledge. May also include HR Compliance and Code of Conduct training.</p>	<p>\$10,000.00</p>	<p>10,000.00</p>			
<p>Safety Training To ensure a safe work environment, Amcor understands the need to develop its safety program and provide training to its employees.</p>	<p>Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.</p>	<p>DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may include OSHA, PPE, first aid, cranes, and/or hazardous waste. May also include job safety analysis.</p>	<p>\$10,000.00</p>	<p>10,000.00</p>			
TOTAL			<p>\$107,000.00</p>	<p>40,000.00</p>	<p>0.00</p>	<p>5,000.00</p>	<p>62,000.00</p>

TRAINING PLAN

COMPANY: Amcor

PROJECT # 1

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Computer Skills Training Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.</p>	<p>Expected outcomes: - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively.</p>	<p>BALANCE BROUGHT FORWARD Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.</p>	<p>\$107,000.00 \$2,000.00</p>	<p>40,000.00 2,000.00</p>	<p>0.00</p>	<p>5,000.00</p>	<p>62,000.00</p>
<p>Continuous Improvement Training Amcor is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.</p>	<p>Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.</p>	<p>Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.</p>	<p>\$5,000.00</p>	<p>5,000.00</p>			
<p>Management/Supervisory Training Amcor knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.</p>	<p>Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.</p>	<p>DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videos, and software.</p>	<p>\$10,000.00</p>		<p>10,000.00</p>		
			<p>\$124,000.00</p>	<p>47,000.00</p>	<p>10,000.00</p>	<p>5,000.00</p>	<p>62,000.00</p>

October 12, 2020

The Board of Directors of the Des Moines Area Community College met in regular session on the 12th day of October, 2020, at 4:00 p.m., by telephonic and video conference. The Board determined that it is impossible and impractical for all members to be physically present at this meeting due to the COVID-19 pandemic, and that it is necessary to conduct the meeting by electronic means. The Board has provided public access to the telephonic conversation. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 Burke Marketing Corporation. 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 \$735,000 Aggregate Principal Amount of New Jobs Training Certificates (Burke Marketing Corporation Project #5) 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"/>
Felix Gallagher	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Buie	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<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 \$735,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (BURKE MARKETING CORPORATION PROJECT #5) 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 Burke Marketing Corporation (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 \$735,000 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 \$735,000 of New Jobs Training Certificates (Burke Marketing Corporation Project #5) of the College (the "Certificates"), with \$525,000 of the Certificates issued under the Act and \$210,000 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
(BURKE MARKETING CORPORATION PROJECT #5)
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 \$735,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Burke Marketing Corporation Project #5) (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 Burke Marketing Corporation in Nevada, 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 \$735,000 of New Jobs Training Certificates (Burke Marketing Corporation Project #5) 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.

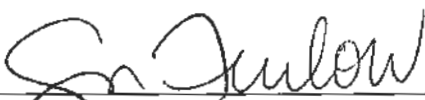
Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 12th day of October, 2020.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA)
) SS:
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on October 12, 2020, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 12th day of October, 2020.



Secretary of the Board of Directors

**IOWA NEW JOBS
TRAINING AGREEMENT**

between

DES MOINES AREA COMMUNITY COLLEGE
Ankeny, Iowa

and

Burke Marketing Corporation

Project # **5**

Dated as of **October 12, 2020**

IOWA NEW JOBS TRAINING AGREEMENT

This Iowa New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Burke Marketing Corporation (the "Employer").

WITNESSETH:

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

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

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

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

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

ARTICLE I

REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

- (a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").
- (b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.
- (c) It is empowered to enter into the transactions contemplated by this Agreement.

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

Section 1.2. The Employer represents and warrants that:

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

person, except the Area School.

- (h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.
- (i) Employer agrees that it shall provide all information requested by the College, the Iowa Economic Development Authority or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Economic Development Authority.
- (j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

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

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

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

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

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

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

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

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

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

payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

ARTICLE III

PAYMENTS AND SECURITY

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

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

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

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

Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES

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

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

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and

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

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

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

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

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

ARTICLE V

MISCELLANEOUS

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

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

If to the Employer: Shelli Seibert
Burke Marketing Corporation
1516 South D Ave. PO Box 209
Nevada, IA 50201

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

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

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

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

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

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

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

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

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

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this

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

ARTICLE VI

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

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

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

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

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

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

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

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates,

and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

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

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

(END OF TEXT)

↓ EMPLOYER ↓

Burke Marketing Corporation
Burke Corporation

(Printed Name of Employer)
(Federal I.D. #) 42-1024034

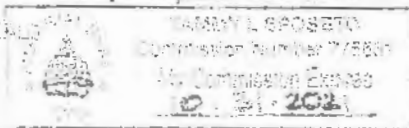
By: Chad Randick
(Printed Name) Chad Randick
(Printed Title) President
E-mail address: randick@burkemark.com
Date: 5/27/2020

ATTEST:

By: TAMMY L. SPOSETO
(Printed Name) TAMMY L. SPOSETO
(Printed Title) EXECUTIVE ADMIN.
State of IOWA
County of STORY

On this day 5/27/2020
before me, a Notary Public in and for the county and state personally appeared (name) CHAD RANDICK
to me personally known, who, acting by the duly sworn upon oath, to wit 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) 5/27/2020

SEAL:  TAMMY L. SPOSETO
Commission Number 71880
My Commission Expires 10-31-2021

Notary Public in and for Said County and State
(Printed Name) TAMMY L. SPOSETO
Commission Expires (Date) 10-31-2021

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

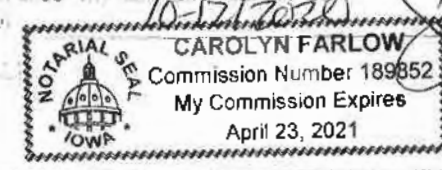
By: Joe Pugel
(Printed Name) Joe Pugel
(Printed Title) Board President
Date: 10-12-2020

ATTEST:

By: _____
(Printed Name) _____
(Printed Title) _____
State of Iowa
County of Polk

On this day 10-12-2020
before me, a Notary Public in and for the above specified County and State, personally appeared (Name) Joe Pugel
to me personally known, who, acting by the duly sworn upon oath, to wit that he or she is the (Title) Board President
of Des Moines Area Community College. Anyhow laws, 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) 10-17-2020

SEAL:  CAROLYN FARLOW
Commission Number 189852
My Commission Expires April 23, 2021

Notary Public in and for Said County and State
(Printed Name) Carolyn Farlow
Commission Expires (Date) 4/23/21

**TRAINING PLAN
AND
BUDGET
FOR
Burke Marketing Corporation
PROJECT #5**

August 2020

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

INTRODUCTION
Burke Marketing Corporation
PROJECT # 5

COMPANY BACKGROUND

Burke Marketing Corporation was established in 1966 when William Burke, Sr. purchased Pronto Foods Kitchens, a manufacturer of frozen pizzas and frozen meat toppings in Ames, IA. In 1974, it was renamed Burke Marketing Corporation and the frozen pizza line was sold. This marked the beginning of the company's effort in custom manufacturing meat toppings and other meat products. In 1984, the company moved from Ames to Nevada. The company has seen a great deal of growth over the years and was purchased by Hormel in 2007.

LOCATION OF PROJECT

1516 South D Ave., PO Box 209, Nevada, IA 50201

BASE HEAD COUNT

334

NUMBER OF NEW POSITIONS

104

PREVIOUS PROJECTS

Project 1, training completed and bonds retired
Project 2, training completed and bonds retired
Project 3, training completed and bonds retired
Project 4, training completed and bonds retired

SUPPLEMENTAL INFORMATION

31 of the new positions are to be paid a wage greater than the fiscal 2021 Nevada laborshed wage of \$22.56.

PRELIMINARY DATE

1/1/20

PROJECT END DATE

November 2023

LIST OF POSITIONS
Burke Marketing Corporation
PROJECT #5

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Lead Supervisor	1	\$42.50
*Lead Supervisor	1	39.88
*Supervisor	1	37.70
*Associate IE	1	36.00
*Maintenance Planner	1	35.50
*Supervisor	1	34.65
*Utility Supervisor	1	32.88
*Maintenance Supervisor	4	31.75
*Supervisor	1	28.25
*Associate QA Supervisor	1	28.25
*PLC Technician	1	28.00
*Utility Technician	2	28.00
*PLC Technician	1	27.60
*Utility Technician	2	27.44
*Associate QA Supervisor	1	27.00
*Maintenance Technician	2	25.00
*Maintenance Technician	3	23.80
*Maintenance Technician	2	23.60
*Grindroom Lead	1	23.15
*Distribution Lead	3	23.15
Oven Operator	1	22.16
Triangle Operator	1	21.71
Truck Driver	1	21.71
Facility Technicians	2	20.70
QA Lead	1	20.43
RTE Operator	1	20.31
Formulation Grinder Operator	2	20.31
QA Lead	1	20.20
Pallet Jack Operator	1	19.94
Technical Services Coordinator	1	19.58
Oven Assistant	1	19.11
Pack Relief	1	19.11
Freezer Operator	1	19.11
Mixing Operator	4	19.11
Spice Tech	1	19.11
Shipping Utility	9	19.11
Lube Technician	1	18.94
Maintenance Clerk	1	18.00
Trainer	1	17.94
Box Erector Operator	1	17.94
Receiving Dock Service Driver	2	17.94
Service Driver-Inspection	1	17.94
PreBlend Grinder Operator	2	17.94
Service Driver Preblend Cooler	1	17.94
Service Driver Emulsion	1	17.94
Wip Cooler Forklift	2	17.94

Warehouse Clerk	3	17.94
Purchasing Assistant	1	17.00
Office Distribution Clerks	1	17.00
Janitor	1	16.74
Pack Room Team Member	6	16.74
Raw Inspection-Trash	3	16.74
Service Driver Meat Runner	2	16.74
Utility Operators	6	16.74
Sanitation Team Members	6	16.74
Store Room Clerk	1	16.50

* Denotes jobs that receive the supplemental 1.5 %

Please list all company benefits below:

- Health
- Life Insurance
- Vacation Pay
- 401 (K)
- Flexible Spending
- Profit Sharing
- Employee Assistance Program
- Vision
- Dental
- Short and Long Term Disability
- Educational Assistance Program
- Paid Vacation and Holidays
- Fitness Center
- Product Discounts

**TRAINING BUDGET
FOR
Burke Marketing Corporation
PROJECT #5**

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	\$230,000
II.	SUPERVISORY SKILLS	\$34,813
III.	TRAINING MATERIALS	\$20,000
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$284,812
	TOTAL TRAINING BUDGET	\$569,625

The training began 1/1/20 and will continue to November 2023.

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

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

All that Part of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section Seventeen (17), Township Eighty-Three (83) North, Range Twenty-two (22) West of the 5th P.M., Iowa, that lies North and West of the present established North Right-of-Way Line of Road No U.S. 30, now in the City of Nevada, Iowa EXCEPT that part given to the City of Nevada, IA by Quit Claim Deed 01-18094, and Subject to County Roads

DESCRIPTION OF PERSONAL PROPERTY

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

260E INFORMATION SHEET

Project Name Burke Marketing Corporation Project # 5

Preliminary Date 1/1/20 Training Consultant Jeff Janes

Project Address 1516 South D Ave, PO Box 209, Nevada, IA 50201
(City, County)

Contact Person	<u>Shelli Seibert</u>	Title	<u>HR Manager</u>
Address	<u>1516 South D Ave, PO Box 209, Nevada, IA</u>		
Phone	<u>515-382-8543</u>	FAX	
Email Address	<u>skseibert@burkecorp.com</u>		

Legal Name	<u>Burke Marketing Corporation</u>		
Corporate Address	<u>1516 South D Ave., Nevada, IA 50201</u>		
CEO	<u>Chad Randick</u>		
Phone	<u>515-382-8543</u>	FAX	

State and Year of Incorporation	<u>Iowa 1974</u>	Fed ID #	<u>42-1024234</u>
Type of Corporation	<u>Subchapter S Corp.</u>	NAICS#	<u>311999</u>

Product or Service	<u>Manufacture of Beef and Pork Pizza Toppings</u>
--------------------	--

Base Iowa Employment	<u>334</u>	Date	<u>1/1/20</u>
Projected # of New Positions	<u>104</u>	Avg. Starting Salary	<u>\$21.42</u>
Bargaining Unit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Projected Categories of Skills Training Needed:

- | | | | |
|-------------------------------------|-------------------------------|-------------------------------------|------------------------|
| <input checked="" type="checkbox"/> | Manufacturing Technology | <input checked="" type="checkbox"/> | Organizational Change |
| <input checked="" type="checkbox"/> | Workplace Skills | <input checked="" type="checkbox"/> | Information Technology |
| <input checked="" type="checkbox"/> | Management/Supervisory Skills | <input type="checkbox"/> | Biotechnology |
| <input type="checkbox"/> | Other _____ | | |

Estimated Issuance	<u>\$735,000</u>	Training Fund	<u>\$569,625</u>
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NEW POSITIONS: 104

TRAINING PLAN

TRAINING FUND: \$ 569,625.00
 DMACC FEE IV: 0.00
 AVAILABLE TRAINING: \$ 569,625.00

COMPANY: Burke Marketing Corporation

PROJECT #5

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>Business Specific Technical Training In order for new employees to become productive, a wide variety of skill training will need to be provided depending on the particular job.</p>	<p>New employees will learn the skills needed to effectively perform the job including but not limited to:</p> <ul style="list-style-type: none"> - Software applications - Premix operations - Grinder operations - Batching operations - Purchasing Procedures - Electrical - Welding - Wiring Techniques 	<p>Burke will work with DMACC to provide job skill training where appropriate. Specific equipment vendors may conduct training on their products. May include materials and travel expenses.</p>	\$404,812.00	100,000.00		20,000.00	284,812.00
<p>Safety Training To ensure a safe work environment, the company needs to improve its safety program and provide training to new employees. Training may concentrate on OSHA regulations, HACCP, HAZMAT, and repetitive motion injuries.</p>	<p>Outcomes may include:</p> <ul style="list-style-type: none"> - reduced workplace accidents - OSHA compliance - decrease in workers comp claims - more effective safety teams 	<p>Project funds may be used to provide training in the areas identified. Burke will also consider DMACC to assist with initiatives in the safety area. May include cost of materials and possibly travel expenses.</p>	\$50,000.00	50,000.00			
<p>Product Development Training Burke is looking to continually expand by increasing their research and development capabilities</p>	<p>Outcomes may include:</p> <ul style="list-style-type: none"> - better control of allergen process by developing new formulas which will help scheduling. - improved scheduling will reduce charge-over costs and increase productivity. 	<p>Project funds may be used to cover costs of consulting and training for product development. May include costs of materials and travel expenses.</p>	\$50,000.00	50,000.00			
		TOTAL	\$504,812.00	200,000.00	0.00	20,000.00	284,812.00

TRAINING PLAN

COMPANY: Burke Marketing Corporation

PROJECT # 5

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Supervisory Training Burke needs to develop the leadership of their supervisors. The better prepared these supervisors are in both people and organizational skills, the faster new employees will learn their jobs and retention will be positively impacted. It will help the company prepare their employees for future continued growth.</p> <p>Professional and Job Skill Training Burke Corporation understands that it needs its employees to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors as well as front-line employees.</p>	<p>With increased supervision skills, Burke may experience better internal communications, lower turnover, increased productivity, and improved conflict resolution.</p> <p>Expected outcomes: - employees able to deal with changes in the workplace - communication skills to be improved among its employees - employees able to deal with difficult internal and external customers. - supervisors and managers to have the proper skills to lead the company.</p>	<p>BALANCE BROUGHT FORWARD</p> <p>DMACC will work with the company to provide training for their supervisors to develop the skills necessary to lead and manage their employee teams.</p> <p>DMACC and Burke Corporation may explore many training options. DMACC and/or outside vendors to provide training classes, or seminars that will focus on a variety of professional skills. Topics may include conflict management change in the workplace, leadership, getting along with coworkers, communication, time management, project management, customer service training, violence in the workplace, and tuition reimbursement.</p>	<p>\$504,812.00</p> <p>\$34,813.00</p> <p>\$10,000.00</p> <p>\$549,625.00</p>	<p>200,000.00</p> <p></p> <p>10,000.00</p> <p>210,000.00</p>	<p>0.00</p> <p>34,813.00</p> <p></p> <p>34,813.00</p>	<p>20,000.00</p> <p></p> <p></p> <p>20,000.00</p>	<p>284,812.00</p> <p></p> <p></p> <p>284,812.00</p>

TRAINING PLAN

COMPANY: Burke Marketing Corporation

PROJECT #5

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p>Continuous Improvement Training Burke Corporation is in a very competitive industry, and its important that they make their processes as efficient as possible. This will allow them to be more profitable and may help foster further growth.</p>	<p>Expected Outcomes: - Identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.</p>	<p>Balance Brought Forward Utilize Lean training and other continuous improvement methods to improve processes, control inventory, and improve quality. Materials and related expenses to be included.</p>	<p>\$549,625.00</p>	<p>210,000.00</p>	<p>34,813.00</p>	<p>20,000.00</p>	<p>284,812.00</p>
<p>Computer Hardware and Software Training Burke has an ever increasing need to keep its employees software and hardware skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively. In turn, the company will be better able to effectively sustain growth.</p>	<p>Expected Outcomes: - employees skilled in various types of hardware and software. - improve efficiency at which work is done in the organization.</p>	<p>Training may be provided through outside vendors and/or DMACC. Training may include Microsoft products training and other business specific software training. May include travel expenses and/or training materials.</p>	<p>\$10,000.00</p>	<p>10,000.00</p>			
TOTAL			\$569,625.00	230,000.00	34,813.00	20,000.00	284,812.00