

Des Moines Area Community College

## Open SPACE @ DMACC

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Board of Directors Meeting Minutes

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3-14-2022

### Board of Directors Meeting Minutes (March 14, 2022)

DMACC

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Board of Directors  
Des Moines Area Community College

Public Hearing  
March 14, 2022 – 4:00 p.m.

DMACC Newton Campus, Room 210A  
600 North 2<sup>nd</sup> Avenue West; Newton, Iowa

## Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Acknowledgment of public hearing.
5. Public comments.
6. Board Report 22-012. Public hearing, consideration and adoption of FY 2023 General and Plant Fund Budgets (Funds 1, 2, and 7) and Approval of FY 2023 tuition and fees.
7. Adjourn.

Board of Directors  
Des Moines Area Community College

PUBLIC HEARING  
March 14, 2022

A special meeting of the Des Moines Area Community College Board of Directors was held at our Newton campus on March 14, 2022. Board Chair Joe Pugel called the meeting to order at 4:04 p.m.

ROLL CALL

Members present: Felix Gallagher, Fred Greiner, Kevin Halterman, Joe Pugel, Madelyn Tursi.

Members connected electronically: Fred Buie, Jim Knott, Cheryl Langston, Denny Presnall\*.

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

CONSIDERATION OF  
TENTATIVE AGENDA

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

ACKNOWLEDGEMENT OF  
PUBLIC HEARING

Board Secretary Pro Tem Greg Martin reported that the notice of the time and place for the Public Hearing for the Budget was published in the Des Moines Register on Wednesday, February 23.

No written objections have been received.

PUBLIC COMMENTS

None.

FY 2023 BUDGET

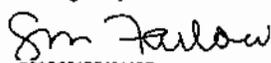
Board Report 22-012. Attachment #1. Halterman moved; seconded by Gallagher recommending that the Board pass a resolution adopting the proposed FY 2023 Budget (Funds 1, 2 and 7) and approving the proposed FY 2023 tuition and fee schedule.

*\*Presnall arrives at 4:08 p.m.*

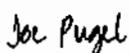
Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

ADJOURN

Greiner moved; seconded by Tursi to adjourn. Motion passed unanimously and at 4:11 p.m., Board Chair Joe Pugel adjourned the meeting. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

DocuSigned by:  
  
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CAROLYN FARLOW, Board Secretary

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JOE PUGEL, Board Chair

**RESOLUTION ADOPTING PROPOSED BUDGETS & TUITION & FEES  
FY2023**

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, that the proposed FY2023 General and Plant Fund budget estimates (Funds 1, 2 and 7), and the proposed tuition and fees rates for FY2023, are hereby adopted, and that the Board Secretary is hereby directed to forward copies of the budgets to county auditors as required by law.

PASSED AND APPROVED this 14th day of March, 2022.

Joe Pugel  
President, Board of Directors

ATTEST:

Sm Fallow  
Secretary, Board of Directors

ROLL CALL VOTE

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
March 14, 2022 – Immediately following Public Hearing

DMACC Newton Campus, Room 210A  
600 North 2<sup>nd</sup> Avenue West; Newton, Iowa

## Agenda

1. Call to order – Immediately following Public Hearing.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentation: Joe DeHart; Newton Campus  
  
Joe Raineri; Online Presence  
  
Kim Didier; Legacy Plaza Update
6. Consent Items.
  - a. Consideration of minutes from February 14, 2022 Budget Work Session and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 22-013. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **CreatiVision Inc. dba Performance Display and Millwork.**
8. Board Report 22-014. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **ATW Training and Consulting.**
9. Board Report 22-015. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Casey's Retail Company.**

10. Board Report 22-016. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **GTI USA, Inc., Project #2.**
11. Board Report 22-017. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Percival Scientific, Inc.**
12. Board Report 22-018. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schuring & Uitermarkt, PC.**
13. Board Report 22-019. 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 **Siegwerk USA, Inc., Project #3.**
14. Board Report 22-020. 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 **Central Iowa Televising LLC, Project #4.**
15. Board Report 22-021. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under **Chapter 260C**, Code of Iowa, for **United Services of Des Moines, LLC, Project #2.**
16. Presentation of financial report.
17. President's report.
18. Campus Updates.
19. Committee reports.
20. Board members' reports.
21. Information items:
  - April 11 – Regular Board Meeting; West Campus; 4:00 p.m.
  - July 20-22 – IACCT Conference hosted by Western Iowa Tech Community College.
22. Adjourn.

Strategy Session: The Board will hold a strategy meeting and pursuant to 20.17(3) this portion of the meeting is considered "exempt" under the provisions of Chapter 21.

## Board of Directors Des Moines Area Community College

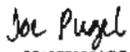
REGULAR MEETING March 14, 2022	The regular meeting of the Des Moines Area Community College Board of Directors was held at our Newton campus on March 14, 2022. Board Chair Joe Pugel called the meeting to order at 4:12 p.m.
ROLL CALL	Members present: Felix Gallagher, Fred Greiner, Kevin Halterman, Joe Pugel, Madelyn Tursi.  Members connected electronically: Fred Buie, Jim Knott, Cheryl Langston, Denny Presnall.  Others present: Rob Denson, President/CEO; Greg Martin, Board Treasurer; faculty and staff.
CONSIDERATION OF TENTATIVE AGENDA	Tursi moved; seconded by Halterman to approve the tentative agenda as presented. Motion passed unanimously. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.
PUBLIC COMMENTS	None.
PRESENTATIONS	Joe DeHart, Newton Campus Provost, welcomed the Board to the Newton campus and provided an overview of buildings and grounds, Jasper County Career Academy, Fall program expansion, social media presence, and recent events and volunteer activity in Newton.  Joe Raineri, Director of Distance Learning and Technology, and Kevin Patterson, Mortuary Science Faculty and Online Advisory Council member, provided an overview of the DMACC Online staff, online terminology, online enrollment trends, information on current programs that can be completed at DMACC fully online, most popular online courses, and number of active Blackboard users. They also presented information on where Iowa students go for online credits, factors students consider for online learning, DMACC's Online Advisory Council and next steps at DMACC.  Kim Didier, Executive Director of DMACC Business Resources, presented an update on Legacy Plaza. Topics covered included operations, leases, development and funding.
CONSENT ITEMS	Greiner moved; seconded by Tursi to approve the consent items: a) Minutes from the February 14, 2022 Budget Work Session and Regular Board Meeting; b) Human Resources report (Attachment #1); and c) Payables (Attachment #2).  Motion passed unanimously. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

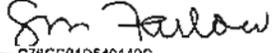
APPROVE RETRAINING OR TRAINING AGREEMENTS	Halterman moved; seconded by Greiner to approve Items #7-15 as one consent item. Motion passed on a roll call vote. Aye- Buie, Gallagher, Greiner, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.
<i>CreatiVision Inc. dba Performance Display and Millwork</i>	<u>Board Report 22-013.</u> Attachment #3. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>CreatiVision Inc. dba Performance Display and Millwork</b> .
<i>ATW Training and Consulting</i>	<u>Board Report 22-014.</u> Attachment #4. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>ATW Training and Consulting</b> .
<i>Casey's Retail Company</i>	<u>Board Report 22-015.</u> Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Casey's Retail Company</b> .
<i>GTI USA, Inc., Project #2</i>	<u>Board Report 22-016.</u> Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>GTI USA, Inc., Project #2</b> .
<i>Percival Scientific, Inc.</i>	<u>Board Report 22-017.</u> Attachment #7. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Percival Scientific, Inc.</b>
<i>Schuring &amp; Uitermarkt, PC</i>	<u>Board Report 22-018.</u> Attachment #8. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under <b>Chapter 260F</b> , Code of Iowa, for <b>Schuring &amp; Uitermarkt, PC</b> .
<i>Siegwerk USA, Inc., Project #3</i>	<u>Board Report 22-019.</u> Attachment #9. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under <b>Chapter 260C</b> , Code of Iowa, for <b>Siegwerk USA, Inc., Project #3</b> .
<i>Central Iowa Televising LLC, Project #4</i>	<u>Board Report 22-020.</u> Attachment #10. A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under <b>Chapter 260C</b> , Code of Iowa, for <b>Central Iowa Televising LLC, Project #4</b> .
<i>United Services of Des Moines, LLC, Project #2</i>	<u>Board Report 22-021.</u> Attachment #11 A resolution approving the form and content and execution and delivery of a Workforce Training and Economic Development Training Contract under <b>Chapter 260C</b> , Code of Iowa, for <b>United Services of Des Moines, LLC, Project #2</b> .
FINANCIAL REPORT	Because Controller Ben Voaklander was unable to attend this meeting, he provided the February 2022 Financial Report as seen in Attachment #12 to these minutes to the Board members electronically in advance of the meeting.
CAMPUS UPDATES	The following Deans and Provosts provided updates on activities and events at their campus/department: Art Brown, Rachel Erkkila and Joel Lundstrom.

COMMITTEE REPORTS      None.

ADJOURN                      Buie moved; seconded by Gallagher to adjourn. Motion passed unanimously and at 5:42 p.m., Board Chair Joe Pugel adjourned the meeting. Aye- Buie, Gallagher, Halterman, Knott, Langston, Presnall, Pugel, Tursi. Nay-none.

STRATEGY SESSION      The Board held a strategy meeting pursuant to the 20.17(3) provisions of Chapter 21.

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JOE PUGEL, Board Chair

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CAROLYN FARLOW, Board Secretary



# **BOARD REPORT**

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

*Date: March 14, 2022*

*Page: 1*

## **AGENDA ITEM**

Human Resources Report

## **BACKGROUND**

There are no personnel actions to report at this time.

Report: FWRR040  
 Date: 02/24/2022  
 Time: 08:07 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2022 to 23-FEB-2022

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Child Care	674593	\$5,462.12	\$5,462.12	2299	Payroll Office	Other Employee Deduc
Alliant Energy	674610	\$9,951.01	\$4,143.07	6190	Boone Campus Housing	Utilities
			\$1,566.54	6190	Boone Campus Housing	Utilities
			\$4,241.40	6190	Boone Campus Housing	Utilities
Baker Mechanical Inc	674619	\$5,595.00	\$5,595.00	6090	Physical Plant Opera	Maintenance/Repair o
Bascom Truck and Automoti	674620	\$4,646.59	\$195.94	6377	Transportation Insti	Materials/Supplies f
			\$1,187.64	6377	Transportation Insti	Materials/Supplies f
			\$42.40	6377	Transportation Insti	Materials/Supplies f
			\$226.28	6377	Transportation Insti	Materials/Supplies f
			\$1,111.94	6377	Transportation Insti	Materials/Supplies f
			\$1,361.43	6377	Transportation Insti	Materials/Supplies f
			\$520.96	6377	Transportation Insti	Materials/Supplies f
BMI Broadcast Music Inc	674623	\$3,357.43	\$3,357.43	6269	Organization & Opera	Other Company Servic
BSN Sports	674626	\$3,131.20	\$1,362.23	6322	Women's Basketball	Materials & Supplies
			\$142.12	6322	Men's Basketball	Materials & Supplies
			\$1,352.98	6322	Men's Basketball	Materials & Supplies
			\$273.87	6322	Boone Athletic Depar	Materials & Supplies
Building Works USA LLC	674627	\$14,032.75	\$8,748.90	6012	Urban Student Center	Architect's Fees
			\$5,283.85	6012	Bldg 13-Automotive R	Architect's Fees
CampuseAI	674630	\$146,471.00	\$146,471.00	6265	Non Tort Equip Maint	Software Service Agr
CDW Government Inc	674634	\$27,792.00	\$27,792.00	6323	Technical Update Equ	Minor Equipment
CenturyLink	674635	\$3,894.80	\$3,894.80	6150	Campus Communication	Communications

#2

Report: FWRR040  
 Date: 02/24/2022  
 Time: 08:07 AM

Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Certification Center	674637	\$5,447.00	\$5,447.00	6269	Continuing Ed, Healt	Other Company Servic
Christensen Development 1	674640	\$10,000.00	\$10,000.00	6015	Economic Development	Consultant's Fees
Christian Photo Inc	674641	\$3,599.99	\$3,599.99	1550	Office of Controller	Prepaid Expenses
City of Ankeny	674645	\$10,333.40	\$72.48	6190	Utilities	Utilities
			\$632.85	6190	Physical Plant Opera	Utilities
			\$2,575.24	6190	Trail Point-Facility	Utilities
			\$96.86	6190	Utilities	Utilities
			\$718.41	6190	Utilities	Utilities
			\$230.66	6190	Utilities	Utilities
			\$60.29	6190	Utilities	Utilities
			\$72.48	6190	Utilities	Utilities
			\$60.29	6190	Utilities	Utilities
			\$72.48	6190	Utilities	Utilities
			\$1,979.05	6190	Utilities	Utilities
			\$69.79	6190	Utilities	Utilities
			\$67.05	6190	Utilities	Utilities
			\$35.65	6190	Utilities	Utilities
			\$257.27	6190	Utilities	Utilities
			\$27.12	6190	Utilities	Utilities
			\$19.79	6190	Utilities	Utilities
\$2,966.60	6190	Utilities	Utilities			
\$96.86	6190	Utilities	Utilities			
\$222.18	6190	Utilities	Utilities			
Clapsaddle-Garber Associa	674647	\$7,500.00	\$7,500.00	7900	Newton Maytag Campus	Intangible Assets
Constellation NewEnergy G	674649	\$22,032.12	\$22,032.12	6190	Utilities	Utilities
Decision Innovation Consu	674651	\$5,425.00	\$5,425.00	6269	Economic Development	Other Company Servic

Report: FWRR040  
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Des Moines Area Comm College  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Decker Sports	674652	\$8,902.25	\$98.75	6322	Softball	Materials & Supplies
			\$1,352.00	6322	Softball	Materials & Supplies
			\$3,124.00	6322	Baseball	Materials & Supplies
			\$3,202.50	6322	Baseball Booster Clu	Materials & Supplies
			\$755.00	6322	Baseball Booster Clu	Materials & Supplies
			\$370.00	6322	Baseball	Materials & Supplies
Des Moines Register	674653	\$9,359.75	\$9,359.75	6110	Office of Dir, Marke	Information Svcs/Pub
Des Moines Water Works	674654	\$3,302.43	\$1,601.87	6190	Utilities	Utilities
			\$396.32	6190	Utilities	Utilities
			\$796.82	6190	Utilities	Utilities
			\$72.59	6190	Utilities	Utilities
			\$434.83	6190	Utilities	Utilities
DMACC Boone Campus Checki	674656	\$12,676.00	\$500.00	6930	Softball	Other Current Expens
			\$325.00	6930	Men's Cross Country	Other Current Expens
			\$251.00	6930	Boone Athletic Depar	Other Current Expens
			\$5,785.00	6267	Women's Basketball	Athletic Officials
			\$200.00	6930	Men's Basketball	Other Current Expens
			\$5,150.00	6267	Men's Basketball	Athletic Officials
			\$325.00	6930	Women's Cross Countr	Other Current Expens
			\$50.00	6267	Volleyball	Athletic Officials
\$90.00	6480	Golf Booster Club	Travel-In State			
Eagle Electric Inc	674657	\$14,936.53	\$4,979.52	6090	Buildings Equipment	Maintenance/Repair o
			\$4,983.89	6090	Buildings Equipment	Maintenance/Repair o
			\$4,973.12	6090	Buildings Equipment	Maintenance/Repair o
Fareway Stores	674661	\$19,003.03	\$1,479.11	6269	Fareway Stores #8 26	Other Company Servic
			\$670.00	6269	Fareway Stores #8 26	Other Company Servic

Report: FWRR040  
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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
Fareway Stores	674661	\$19,003.03	\$1,951.65	6269	Fareway Stores #8 26	Other Company Servic			
			\$1,197.00	6269	Fareway Stores #8 26	Other Company Servic			
			\$598.50	6269	Fareway Stores #8 26	Other Company Servic			
			\$493.43	6269	Fareway Stores #8 26	Other Company Servic			
			\$2,392.20	6269	Fareway Stores #8 26	Other Company Servic			
			\$591.72	6269	Fareway Stores #8 26	Other Company Servic			
			\$1,649.59	6269	Fareway Stores #8 26	Other Company Servic			
			\$708.23	6269	Fareway Stores #8 26	Other Company Servic			
			\$3,536.42	6269	Fareway Stores #8 26	Other Company Servic			
			\$3,046.32	6269	Fareway Stores #8 26	Other Company Servic			
			\$688.86	6269	Fareway Stores #8 26	Other Company Servic			
			Holmes Murphy & Associat	674676	\$4,050.00	\$4,050.00	6180	Tort Insurance	Insurance
			HP Inc	674677	\$2,890.00	\$2,720.00	6322	Non Tort Security In	Materials & Supplies
\$170.00	6322	PACE Program 260H				Materials & Supplies			
Igor Inc	674678	\$3,247.50	\$3,247.50	6269	IGOR Inc #1 260E Mgm	Other Company Servic			
Iowa Association of Commu	674679	\$31,121.00	\$31,121.00	6040	Board of Directors	Memberships			
Iowa Communications Netwo	674681	\$103,963.40	\$4.30	6150	Campus Communication	Communications			
			\$2.15	6150	Campus Communication	Communications			
			\$6.45	6150	Campus Communication	Communications			
			\$16,917.99	6150	Campus Communication	Communications			
			\$9,176.18	6150	Campus Communication	Communications			
			\$3.68	6150	Campus Communication	Communications			
			\$16,807.00	6150	Campus Communication	Communications			
			\$487.22	6150	Campus Communication	Communications			
			\$8,411.68	6150	Campus Communication	Communications			
			\$16,807.00	6150	Campus Communication	Communications			

Report: FWRR040  
 Date: 02/24/2022  
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Des Moines Area Comm College  
 List of checks over \$2,500.00 from 27-JAN-2022 to 23-FEB-2022

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Communications Netwo	674681	\$103,963.40	\$3.24	6150	Campus Communication	Communications
			\$9,176.18	6150	Campus Communication	Communications
			\$16,825.53	6150	Campus Communication	Communications
			\$3.97	6150	Campus Communication	Communications
			\$9,176.18	6150	Campus Communication	Communications
			\$47.06	6150	Campus Communication	Communications
			\$4.30	6150	Campus Communication	Communications
			\$4.39	6150	Campus Communication	Communications
			\$4.30	6150	Campus Communication	Communications
			\$6.45	6150	Campus Communication	Communications
			\$6.45	6150	Campus Communication	Communications
			\$6.45	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
JourneyEd.com Inc	674686	\$18,373.30	\$18,373.30	6324	Technology Fees	Computer Software
Kleis Consulting Group In	674690	\$6,000.00	\$6,000.00	6015	Softskills Training	Consultant's Fees
Man Up Iowa	674696	\$4,333.33	\$4,333.33	6269	United Way-Man Up Io	Other Company Servic
Maplesoft	674697	\$10,200.00	\$10,200.00	6265	Non Tort Equip Maint	Software Service Agr
Matheson Tri-Gas Inc	674699	\$22,679.95	\$3,547.99	6323	Perkins V-Equipment	Minor Equipment
			\$7,540.45	7100	Carroll Addition-Equ	Equipment
			\$382.21	6322	Perry Operations	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Matheson Tri-Gas Inc	674699	\$22,679.95	\$133.50	6322	Perry Operations	Materials & Supplies
			\$11,075.80	6323	Carroll Addition-Equ	Minor Equipment
Midwest Industrial Compon	674705	\$3,607.25	\$3,607.25	6322	Transportation	Materials & Supplies
National Curriculum & Tra	674711	\$15,925.31	\$15,925.31	6520	Driver Improvement B	Purchases for Resale
Okoboji Wines	674718	\$5,401.35	\$2,136.25	6930	Beverage Account	Other Current Expens
			\$966.50	6930	Beverage Account	Other Current Expens
			\$837.60	6930	Beverage Account	Other Current Expens
			\$1,461.00	6930	Beverage Account	Other Current Expens
OPN Architects	674719	\$21,510.59	\$180.00	6012	Newton Maytag Campus	Architect's Fees
			\$5,164.65	6012	Newton Maytag Campus	Architect's Fees
			\$14,415.94	6012	Newton Maytag Campus	Architect's Fees
			\$120.00	6012	Newton Maytag Campus	Architect's Fees
			\$360.00	6012	Newton Maytag Campus	Architect's Fees
			\$120.00	6012	Newton Maytag Campus	Architect's Fees
			\$1,150.00	6012	Newton Maytag Campus	Architect's Fees
Oracle Corporation	674720	\$2,516.96	\$2,516.96	6060	Non Tort Equip Maint	Maintenance/Repair o
Patterson Dental Supply I	674721	\$5,350.93	\$3,385.45	6460	Dental Hygiene	Other Materials and
			\$1,965.48	6460	Dental Assistant	Other Materials and
Quick Fuel	674726	\$2,886.20	\$815.77	6420	Transportation Insti	Vehicle Materials an
			\$2,070.43	6420	Transportation Insti	Vehicle Materials an
Ring-O-Matic Inc	674729	\$4,000.00	\$4,000.00	6269	Ring-O-Matic #1 WTED	Other Company Servic
Schabel Solutions Inc	674733	\$2,500.00	\$2,500.00	6015	Softskills Training	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Seafoods.com	674735	\$5,465.94	\$459.95	6518	Hospitality Careers	Gourmet Dinners
			\$1,800.00	6518	Hospitality Careers	Gourmet Dinners
			\$221.35	6518	Hospitality Careers	Gourmet Dinners
			\$1,396.50	6518	Hospitality Careers	Gourmet Dinners
			\$378.90	6518	Hospitality Careers	Gourmet Dinners
			\$1,209.24	6518	Hospitality Careers	Gourmet Dinners
SKC Communication Product	674740	\$105,827.60	\$102,189.80	6323	ARP-Institutional Fu	Minor Equipment
			\$3,637.80	6269	ARP-Institutional Fu	Other Company Servic
Slingshot Architecture, I	674741	\$75,057.83	\$75,057.83	7600	Newton Maytag Campus	Buildings and Fixed
Snyder Development LLC	674742	\$12,000.00	\$12,000.00	6015	Buildings Equipment	Consultant's Fees
State Steel Supply Co	674743	\$6,315.54	\$6,315.54	6322	Welding	Materials & Supplies
Summit Technologies LLC	674750	\$14,872.30	\$600.00	6269	Technical Update Equ	Other Company Servic
			\$8,751.30	6269	Technical Update Equ	Other Company Servic
			\$3,305.00	6269	Network Administrato	Other Company Servic
			\$2,216.00	6269	Food Assistance-SNAP	Other Company Servic
Sysco Food Services of Io	674752	\$4,473.56	\$476.14	6322	Jasper County Career	Materials & Supplies
			\$365.03	6322	Jasper County Career	Materials & Supplies
			-\$12.25	6322	Jasper County Career	Materials & Supplies
			\$101.25	6519	Bistro	College Inn
			\$746.63	6322	Culinary Arts	Materials & Supplies
			\$562.09	6322	Culinary Arts	Materials & Supplies
			\$120.22	6322	Culinary Arts	Materials & Supplies
			-\$9.86	6322	Jasper County Career	Materials & Supplies
			\$68.40	6518	Hospitality Careers	Gourmet Dinners
			\$1,255.35	6518	Hospitality Careers	Gourmet Dinners

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Sysco Food Services of Io	674752	\$4,473.56	\$695.32	6518	Hospitality Careers	Gourmet Dinners
			\$62.39	6518	Hospitality Careers	Gourmet Dinners
			\$42.85	6518	Hospitality Careers	Gourmet Dinners
Telligen Inc	674753	\$98,309.19	\$56,349.19	6269	Telligen #4 260E Mat	Other Company Servic
			\$40,660.00	6269	Telligen #4 260E Mgm	Other Company Servic
			\$1,300.00	6269	Telligen #4 260E Job	Other Company Servic
Turbine Technologies, Ltd	674757	\$80,625.06	\$80,625.06	7100	WTED-General Exp	Equipment
United Way of Central Iow	674759	\$12,500.00	\$12,500.00	6260	Office of the Presid	Sponsorships & Donat
Verizon Wireless	674763	\$14,380.62	\$14,380.62	6150	ARP-Institutional Fu	Communications
Viewpoint Screening	674764	\$3,848.65	\$910.00	6269	NLN Testing	Other Company Servic
			\$2,938.65	6269	NLN Testing	Other Company Servic
Wynn O Jones and Associat	674767	\$20,380.05	\$20,380.05	6322	Equipment Replacemen	Materials & Supplies
2012 USP Holdings Inc	674801	\$3,500.00	\$1,500.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$1,150.00	6110	Office of Dean, Scie	Information Svcs/Pub
			\$850.00	6110	Office of the Presid	Information Svcs/Pub
ABC Virtual Communication	674803	\$5,966.06	\$689.55	6269	Office of Exec Dir,	Other Company Servic
			\$2,462.31	6015	Economic Development	Consultant's Fees
			\$2,814.20	6265	Non Tort Equip Maint	Software Service Agr
Airgas North Central	674806	\$3,603.82	\$12.20	6322	WTED - Welding	Materials & Supplies
			\$2,392.92	6460	Continuing Ed, Trade	Other Materials and
			\$661.52	6322	WTED - Welding	Materials & Supplies
			\$107.77	6322	Perry Operations	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Airgas North Central	674806	\$3,603.82	\$299.36	6322	Welding	Materials & Supplies
			\$21.26	6322	Welding	Materials & Supplies
			\$20.37	6322	WTED - Welding	Materials & Supplies
			\$36.60	6322	WTED - Welding	Materials & Supplies
			\$51.82	6322	WTED - Welding	Materials & Supplies
Alliant Energy	674809	\$31,842.38	\$2,929.88	6190	Plant Operations, Pe	Utilities
			\$28,912.50	6190	Newton-Lease Operati	Utilities
American Heritage Life In	674812	\$4,600.00	\$1,917.20	2288	Payroll Office	Critical Illness Ins
			\$93.20	2289	Payroll Office	Hospitalization Insu
			\$671.50	2287	Payroll Office	Cancer Insurance Pay
			\$1,918.10	2286	Payroll Office	Accident Insurance P
Ankeny Sanitation	674815	\$4,901.06	\$3,716.90	6030	Custodial	Custodial Services
			\$74.31	6030	Plant Operations-Cap	Custodial Services
			\$67.18	6030	Plant Operations - E	Custodial Services
			\$321.64	6030	Physical Plant Opera	Custodial Services
			\$80.93	6030	Physical Plant Opera	Custodial Services
			\$74.31	6030	Transportation Insti	Custodial Services
			\$353.60	6030	Office of the Dir, P	Custodial Services
			\$212.19	6030	Plant Operations - S	Custodial Services
AVI Systems	674822	\$154,954.81	\$29,154.59	6323	Technical Update Equ	Minor Equipment
			\$21,213.72	6323	ARP-Institutional Fu	Minor Equipment
			\$22,272.69	6323	ARP-Institutional Fu	Minor Equipment
			\$82,313.81	6323	ARP-Institutional Fu	Minor Equipment
Baker Group Corp.	674823	\$38,400.46	\$32,819.00	6060	Storm Damage Repair	Maintenance/Repair o
			\$5,581.46	6060	Newton Maytag Campus	Maintenance/Repair o
Ball Seed Co	674824	\$5,650.40	\$5,650.40	6322	Equip Replacement In	Materials & Supplies

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Beissers Inc	674827	\$3,284.41	\$1,452.80	6511	Building Trades	Purchases for Resale
			\$1,650.73	6511	Building Trades	Purchases for Resale
			\$134.08	6511	Building Trades	Purchases for Resale
			\$46.80	6511	Building Trades	Purchases for Resale
Blackboard Inc	674828	\$12,000.00	\$12,000.00	6265	Non Tort Equip Maint	Software Service Agr
Business Publications Cor	674832	\$8,903.32	\$5,833.32	6110	Office of the Presid	Information Svcs/Pub
			\$1,080.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$1,990.00	6110	Office of Dir, Marke	Information Svcs/Pub
Canna Media Netork Inc/ e	674833	\$4,070.40	\$4,070.40	6269	Office of Exec Dean,	Other Company Servic
Cardtronics USA Inc	674839	\$2,750.00	\$2,750.00	6269	Student ID Card Offi	Other Company Servic
CDW Government Inc	674845	\$21,909.00	-\$1,468.26	6323	ARP-Institutional Fu	Minor Equipment
			\$11,746.06	6323	ARP-Institutional Fu	Minor Equipment
			-\$1,310.94	6323	Technical Update Equ	Minor Equipment
			\$1,157.83	6323	Technical Update Equ	Minor Equipment
			\$1,296.77	6323	ARP-Institutional Fu	Minor Equipment
			\$10,487.54	6323	Technical Update Equ	Minor Equipment
Choice Creative Solutions	674846	\$7,044.00	\$1,147.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$250.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$573.50	6110	Office of Dean, Heal	Information Svcs/Pub
			\$4,500.00	6110	PACE Program 260H	Information Svcs/Pub
			\$573.50	6110	Respiratory Therapy	Information Svcs/Pub
Delta Dental Plan of Iowa	674860	\$4,138.06	\$4,138.06	2285	Payroll Office	Vision Insurance Pay
EnergyCAP Inc	674869	\$2,774.51	\$2,774.51	6324	Utilities	Computer Software

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Fahey, Dylan S.	674871	\$3,398.33	\$3,398.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
FBG Service Corporation	674873	\$105,440.00	\$36,130.00	6030	ARP-Institutional Fu	Custodial Services
			\$6,811.00	6030	Physical Plant Opera	Custodial Services
			\$20,510.00	6030	Custodial	Custodial Services
			\$7,608.00	6030	Plant Operations, St	Custodial Services
			\$6,745.00	6030	Plant Operations - S	Custodial Services
			\$3,723.00	6030	Plant Operations, Pe	Custodial Services
			\$10,381.00	6030	Trail Point-Facility	Custodial Services
			\$2,942.00	6030	ARP-Institutional Fu	Custodial Services
			\$10,590.00	6030	Physical Plant Opera	Custodial Services
First Choice Distribution	674875	\$6,286.00	\$20.00	6410	Custodial	Janitorial Materials
			\$430.00	6410	Custodial	Janitorial Materials
			\$1,211.00	6410	Custodial	Janitorial Materials
			\$4,625.00	6322	ARP-Institutional Fu	Materials & Supplies
Gehling Welding and Repai	674876	\$3,068.36	\$159.22	6378	Carroll Welding Buil	Materials/Supplies f
			\$336.10	6378	Carroll Welding Buil	Materials/Supplies f
			\$2,573.04	6378	Carroll Welding Buil	Materials/Supplies f
Heartland Area Education	674883	\$3,333.34	\$3,333.34	6230	Mail Service	Postage and Expediti
HiTouch Business Services	674887	\$8,852.54	\$181.67	6322	Associates Degree Nu	Materials & Supplies
			\$151.83	6322	Office of Exec Dean,	Materials & Supplies
			\$82.08	6322	Office of Exec Dean,	Materials & Supplies
			\$25.09	6322	Office of the Dir, P	Materials & Supplies
			\$113.60	6322	Office of Controller	Materials & Supplies
			\$72.41	6322	Office of Controller	Materials & Supplies
			\$25.30	6322	Library	Materials & Supplies
			\$37.06	6322	Veterinary Technician	Materials & Supplies

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HiTouch Business Services	674887	\$8,852.54	\$74.28	6322	Admission Processing	Materials & Supplies
			\$72.86	6322	Admission Processing	Materials & Supplies
			\$68.64	6322	Office of the Dir, P	Materials & Supplies
			\$423.00	6322	Practical Nursing	Materials & Supplies
			\$96.22	6322	Web Based/Online-Hig	Materials & Supplies
			\$24.09	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$54.72	6322	Surgical Technician	Materials & Supplies
			\$706.79	6322	Surgical Technician	Materials & Supplies
			\$53.88	6322	High Tech Robotics	Materials & Supplies
			\$24.84	6322	Conference Center/Sp	Materials & Supplies
			\$27.14	6322	Conference Center/Sp	Materials & Supplies
			\$53.81	6322	Copy Center	Materials & Supplies
			\$72.03	6322	Trail Point-Facility	Materials & Supplies
			\$104.13	6322	Admissions/Registrat	Materials & Supplies
			\$44.03	6322	Office of Dir, Finan	Materials & Supplies
			\$29.71	6322	Office of Dir, Stude	Materials & Supplies
			\$56.10	6322	Ames High School	Materials & Supplies
			\$79.28	6322	Office of Dir, Marke	Materials & Supplies
			\$1,490.00	6322	Ankeny Career Academ	Materials & Supplies
			\$99.86	6322	Ankeny Career Academ	Materials & Supplies
			\$44.26	6322	Dean, Math and Scien	Materials & Supplies
			\$427.91	6322	Dean, Math and Scien	Materials & Supplies
			\$43.50	6322	Ankeny Testing Cente	Materials & Supplies
			\$14.58	6322	Ankeny Testing Cente	Materials & Supplies
			\$23.54	6322	Southridge-Career Ac	Materials & Supplies
			\$109.54	6322	Southridge-Credit Op	Materials & Supplies
			\$49.73	6322	Justice Impacted Com	Materials & Supplies
			\$1,545.72	6322	Dental Hygiene	Materials & Supplies
			\$19.84	6322	Corrections-Newton	Materials & Supplies
			\$19.13	6322	Corrections-Mitchell	Materials & Supplies
\$68.03	6322	Office of Exec Dir,	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
HiTouch Business Services	674887	\$8,852.54	\$102.70	6322	Dean, Business & Inf	Materials & Supplies
			\$70.02	6322	Dean, Business & Inf	Materials & Supplies
			\$510.99	6322	Office of Dean, Scie	Materials & Supplies
			\$173.56	6322	Office of Dean, Scie	Materials & Supplies
			\$14.52	6322	Office of Sr VP, Aca	Materials & Supplies
			\$153.38	6322	Office of Dean, Indu	Materials & Supplies
			\$64.67	6322	Office of Dean, Indu	Materials & Supplies
			\$78.95	6322	Transportation Insti	Materials & Supplies
			\$203.42	6322	Auto Service	Materials & Supplies
			\$65.31	6322	Auto Service	Materials & Supplies
			\$19.32	6322	Office of Dean, Heal	Materials & Supplies
			\$240.27	6322	Office of Dean, Heal	Materials & Supplies
			\$11.99	6322	Associates Degree Nu	Materials & Supplies
			\$174.93	6322	Associates Degree Nu	Materials & Supplies
			\$36.99	6322	Office of Exec Dean,	Materials & Supplies
\$259.93	6322	Student Services	Materials & Supplies			
IMEG Corp	674893	\$26,358.60	\$26,358.60	6015	HVAC Upgrade Project	Consultant's Fees
Iowa Independent Auto Dea	674898	\$8,125.00	\$8,125.00	6322	Workforce Developmen	Materials & Supplies
IP Pathways	674901	\$3,960.00	\$3,960.00	6269	Technical Update Equ	Other Company Servic
Kitchen Concepts	674909	\$14,814.14	\$10,499.12	6322	Carroll Addition-Equ	Materials & Supplies
			\$4,315.02	6322	Carroll Addition-Equ	Materials & Supplies
Kleis Consulting Group In	674910	\$3,350.00	\$3,350.00	6015	Softskills Training	Consultant's Fees
Lawn Pro	674915	\$3,837.50	\$3,837.50	6100	Plant Operations, St	Maintenance of Groun
Lenovo Inc	674916	\$10,175.00	\$10,175.00	6322	Equip Replacement In	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Matheson Tri-Gas Inc	674920	\$7,468.38	\$111.67	6322	Carroll Welding Buil	Materials & Supplies
			\$8.80	6322	Carroll Welding Buil	Materials & Supplies
			\$306.93	6322	Carroll Welding Buil	Materials & Supplies
			\$194.32	6322	Carroll Welding Buil	Materials & Supplies
			\$38.61	6322	Building Rental for	Materials & Supplies
			\$1,739.27	6322	Building Rental for	Materials & Supplies
			\$440.86	6322	Building Rental for	Materials & Supplies
			\$79.66	6322	Building Rental for	Materials & Supplies
			\$40.71	6322	Building Rental for	Materials & Supplies
			-\$4,200.00	6322	Carroll Welding Buil	Materials & Supplies
			\$3.63	6322	Carroll Welding Buil	Materials & Supplies
			\$4.30	6322	Carroll Welding Buil	Materials & Supplies
			\$6.03	6322	Carroll Welding Buil	Materials & Supplies
			\$13.28	6322	Carroll Welding Buil	Materials & Supplies
			\$16.08	6322	Carroll Welding Buil	Materials & Supplies
			\$20.09	6322	Carroll Welding Buil	Materials & Supplies
			\$22.31	6322	Carroll Welding Buil	Materials & Supplies
			\$34.76	6322	Carroll Welding Buil	Materials & Supplies
			\$50.94	6322	Carroll Welding Buil	Materials & Supplies
			\$60.04	6322	Carroll Welding Buil	Materials & Supplies
			\$61.63	6322	Carroll Welding Buil	Materials & Supplies
			\$120.08	6322	Carroll Welding Buil	Materials & Supplies
			\$204.13	6322	Carroll Welding Buil	Materials & Supplies
			\$1,021.72	6322	Carroll Welding Buil	Materials & Supplies
			\$1,390.06	6322	Carroll Welding Buil	Materials & Supplies
			\$1,476.66	6322	Carroll Welding Buil	Materials & Supplies
			\$1,658.73	6322	Carroll Welding Buil	Materials & Supplies
			\$1,865.78	6322	Carroll Welding Buil	Materials & Supplies
			\$110.44	6460	Dental Hygiene	Other Materials and
			\$566.86	6322	Equipment Replacemen	Materials & Supplies
Mediacom	674922	\$3,504.11	\$3,504.11	6190	Boone Campus Housing	Utilities

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MidAmerican Energy Co	674927	\$3,299.40	\$2,750.75	6190	Plant Operations - S	Utilities
			\$548.65	6190	Plant Operations, Pe	Utilities
Ozella, Mikaela	674942	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Perry Area Chamber of Com	674950	\$3,000.00	\$2,000.00	6210	Youth At Risk-Youth	Rental of Buildings
			\$1,000.00	6210	Perry Operations	Rental of Buildings
Primo Heating and Cooling	674956	\$4,800.00	\$4,800.00	7600	Criminal Justice Tra	Buildings and Fixed
Purfoods LLC	674960	\$153,787.95	\$153,787.95	6269	PurFoods #3 260E Mgt	Other Company Servic
Quadient, Inc	674961	\$5,837.98	\$5,837.98	6060	Non Tort Equip Maint	Maintenance/Repair o
R & B Hydraulics LLC	674963	\$2,559.22	\$2,559.22	6060	Physical Plant Opera	Maintenance/Repair o
RJB Limited Family Partne	674966	\$3,000.00	\$3,000.00	6210	Building Rental for	Rental of Buildings
Robinette, Reghan Christi	674967	\$3,398.33	\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Runner Enterprise Data Qu	674970	\$12,667.47	\$12,667.47	6265	Non Tort Equip Maint	Software Service Agr
Seuferer, Kent Lee.	674972	\$4,289.28	\$156.00	6230	Skills USA	Postage and Expediti
			\$847.39	6321	Skills USA	Food
			\$13.74	6150	Skills USA	Communications
			\$556.53	6480	Skills USA	Travel-In State
			\$1,250.00	6019	Iowa HOSA - Fiscal A	Prof Svcs-Individual
			\$1,416.67	6019	Skills USA	Prof Svcs-Individual
\$48.95	6322	Skills USA	Materials & Supplies			

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SKC Communication Product	674976	\$55,010.59	\$8,900.85	6323	CRRSAA-Institutional	Minor Equipment
			\$1,797.76	6323	CRRSAA-Institutional	Minor Equipment
			\$44,311.98	6323	CRRSAA-Institutional	Minor Equipment
Smith, Sydney	674978	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Storey Kenworthy	674982	\$76,862.89	\$81,208.24	6323	Carroll Addition-Equ	Minor Equipment
			-\$4,345.35	6323	Carroll Addition-Equ	Minor Equipment
Summerfield Hotel LLC	674984	\$6,585.60	\$6,585.60	6269	Continuing Ed, 2 Day	Other Company Servic
USI Insurance Services LL	674995	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Veel Hoeden Consulting LL	674997	\$6,350.00	\$6,350.00	6015	Softskills Training	Consultant's Fees
Viewpoint Screening	674998	\$13,232.00	\$13,232.00	6269	ARP-Institutional Fu	Other Company Servic
WHO TV13	675006	\$3,500.00	\$3,400.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$100.00	6110	Office of Dir, Marke	Information Svcs/Pub
Wilson, Cole Mitchell.	675008	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
WorkSpace Inc	675012	\$15,753.94	\$15,753.94	6323	Urban Student Ctr-Fu	Minor Equipment
Yankee Book Peddler Inc	675013	\$6,157.63	\$260.81	6310	Equip Replacement Li	Library Books/Electr
			\$1,241.50	6310	Equip Replacement Li	Library Books/Electr
			\$716.59	6310	Equip Replacement Li	Library Books/Electr
			\$1,100.10	6310	Equip Replacement Li	Library Books/Electr
			\$593.75	6310	Equip Replacement Li	Library Books/Electr

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Yankee Book Peddler Inc	675013	\$6,157.63	\$1,284.19	6310	Equip Replacement Li	Library Books/Electr
			\$554.61	6310	Equip Replacement Li	Library Books/Electr
			\$406.08	6310	Equip Replacement Li	Library Books/Electr
Zahourek Systems, Inc	675014	\$55,901.04	\$549.00	6323	Mathematics & Scienc	Minor Equipment
			\$55,352.04	6323	Equipment Replacemen	Minor Equipment
DMACC Child Care	675031	\$5,462.12	\$5,462.12	2299	Payroll Office	Other Employee Deduc
Mandiant, Inc	675036	\$16,000.00	\$16,000.00	6269	Technical Update Equ	Other Company Servic
Ahlers and Cooney PC	675043	\$3,000.00	\$3,000.00	6015	Softskills Training	Consultant's Fees
Airgas North Central	675044	\$2,789.94	\$299.39	6322	Jasper County Career	Materials & Supplies
			\$1,246.21	6322	Jasper County Career	Materials & Supplies
			\$312.60	6322	Jasper County Career	Materials & Supplies
			-\$981.09	6322	Jasper County Career	Materials & Supplies
			\$386.50	6322	Welding	Materials & Supplies
			\$442.09	6322	Welding	Materials & Supplies
			\$278.70	6322	Welding	Materials & Supplies
			\$805.54	6322	Welding	Materials & Supplies
Alfred's Carpet & Decorat	675045	\$4,229.64	\$4,229.64	6378	Civil Engineering Te	Materials/Supplies f
All Makes Office Interior	675046	\$2,949.36	\$2,071.76	6323	Equipment Replacemen	Minor Equipment
			\$877.60	6322	Dean, Math and Scien	Materials & Supplies
Ames Municipal Utilities	675051	\$3,553.76	\$3,553.76	6190	Utilities	Utilities
Anchor Fasteners	675052	\$7,806.75	\$3,285.39	6322	Ankeny Career Academ	Materials & Supplies
			\$4,521.36	6322	Ankeny Career Academ	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	675054	\$4,970.61	\$755.64	6322	Hunziker Center-Care	Materials & Supplies
			\$577.40	6322	Hunziker Center-Care	Materials & Supplies
			\$133.74	6322	Hunziker Center-Care	Materials & Supplies
			\$35.08	6511	Auto Mechanics	Purchases for Resale
			-\$22.96	6511	Auto Mechanics	Purchases for Resale
			-\$225.44	6511	Auto Mechanics	Purchases for Resale
			\$36.22	6511	Auto Mechanics	Purchases for Resale
			\$50.15	6511	Auto Mechanics	Purchases for Resale
			\$22.96	6511	Auto Mechanics	Purchases for Resale
			\$55.11	6511	Auto Mechanics	Purchases for Resale
			\$9.00	6511	Auto Mechanics	Purchases for Resale
			\$9.74	6511	Auto Mechanics	Purchases for Resale
			\$16.99	6511	Auto Mechanics	Purchases for Resale
			\$9.90	6511	Auto Mechanics	Purchases for Resale
			\$25.26	6511	Auto Mechanics	Purchases for Resale
			\$2.75	6511	Auto Mechanics	Purchases for Resale
			\$2.75	6511	Auto Mechanics	Purchases for Resale
			\$2.75	6511	Auto Mechanics	Purchases for Resale
			\$21.21	6322	Auto Body	Materials & Supplies
			\$24.50	6322	Auto Body	Materials & Supplies
			-\$48.00	6322	Heavy Diesel Equipme	Materials & Supplies
			\$340.42	6322	Heavy Diesel Equipme	Materials & Supplies
			\$174.76	6322	Heavy Diesel Equipme	Materials & Supplies
			\$344.22	6322	Heavy Diesel Equipme	Materials & Supplies
			\$1,160.60	6322	Heavy Diesel Equipme	Materials & Supplies
			\$1,159.44	6322	Heavy Diesel Equipme	Materials & Supplies
			\$18.18	6322	Building Rental for	Materials & Supplies
			\$16.77	6322	Auto Body	Materials & Supplies
			\$146.99	6322	High School Auto Pro	Materials & Supplies
			\$18.20	6511	Auto Mechanics	Purchases for Resale
			\$89.99	6322	High School Auto Pro	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	675054	\$4,970.61	\$6.29	6322	High School Auto Pro	Materials & Supplies
Ascend Learning Holdings	675055	\$203,215.06	\$10,575.00	6269	NLN Testing	Other Company Servic
			\$6,462.50	6269	NLN Testing	Other Company Servic
			\$10,575.00	6269	NLN Testing	Other Company Servic
			\$11,733.26	6269	NLN Testing	Other Company Servic
			\$13,512.50	6269	NLN Testing	Other Company Servic
			\$12,337.50	6269	NLN Testing	Other Company Servic
			\$11,750.00	6269	NLN Testing	Other Company Servic
			\$12,337.50	6269	NLN Testing	Other Company Servic
			\$1,175.00	6269	NLN Testing	Other Company Servic
			\$18,212.50	6269	NLN Testing	Other Company Servic
			\$22,325.00	6269	NLN Testing	Other Company Servic
			\$24,675.00	6269	NLN Testing	Other Company Servic
			\$26,437.50	6269	NLN Testing	Other Company Servic
			\$11,162.50	6269	NLN Testing	Other Company Servic
			-\$43.20	6269	NLN Testing	Other Company Servic
			\$9,987.50	6269	NLN Testing	Other Company Servic
Badding Construction Inc.	675058	\$22,930.18	\$22,930.18	7600	Carroll Welding Buil	Buildings and Fixed
Business Publications Cor	675068	\$5,908.27	\$5,833.32	6930	Hospitality Careers	Other Current Expens
			\$74.95	6110	Office of Dir, Marke	Information Svcs/Pub
Capital Sanitary Supply C	675070	\$3,593.23	\$39.55	6377	Custodial	Materials/Supplies f
			\$1,684.04	6410	Trail Point-Facility	Janitorial Materials
			\$629.74	6410	Custodial	Janitorial Materials
			\$65.39	6410	Custodial	Janitorial Materials
			\$1,117.87	6410	Custodial	Janitorial Materials
			\$56.64	6410	Custodial	Janitorial Materials
CDW Government Inc	675073	\$27,724.30	\$262.68	6322	Equipment Replacemen	Materials & Supplies

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CDW Government Inc	675073	\$27,724.30	\$27,461.62	6323	Technical Update Equ	Minor Equipment
CenturyLink	675074	\$3,089.00	\$3,089.00	6150	Campus Communication	Communications
Chestnut Sign Company Inc	675077	\$3,175.00	\$3,175.00	6322	Urban Student Ctr-Fu	Materials & Supplies
Choice Creative Solutions	675078	\$27,725.00	\$26,000.00	6110	Office of Dir, Marke	Information Svcs/Pub
			\$1,725.00	6110	Office of Dir, Marke	Information Svcs/Pub
Crow Canyon Systems Inc	675088	\$13,148.00	\$13,148.00	6265	Non Tort Equip Maint	Software Service Agr
Dallas County Hospital	675090	\$3,602.67	\$3,602.67	6269	Perry Operations	Other Company Servic
Ebsco Subscription Servic	675103	\$47,369.75	\$45,454.48	6269	Equipment Replacemen	Other Company Servic
			-\$85.00	6340	Library	Periodicals
			\$2,000.27	6269	Library	Other Company Servic
Edge Commercial LLC	675105	\$63,006.36	\$63,006.36	6090	Newton Maytag Campus	Maintenance/Repair o
Ellucian Company LP	675109	\$14,971.50	\$5,311.50	6269	Ellucian-Cloud/Self	Other Company Servic
			\$9,545.00	6269	Ellucian-Cloud/Self	Other Company Servic
			\$115.00	6265	Ellucian-Cloud/Self	Software Service Agr
Famic Technologies Inc	675113	\$3,401.00	\$3,401.00	6265	Network Administrato	Software Service Agr
Pastenal Co	675115	\$2,786.84	\$235.34	6322	Hunziker Center-Care	Materials & Supplies
			\$2,551.50	6322	Southridge-Credit Op	Materials & Supplies
FHEG Ankeny Bookstore #10	675117	\$731,785.89	\$407.00	6322	Physics/Chemistry/Bi	Materials & Supplies
			\$108.50	6322	Business Administrat	Materials & Supplies
			\$507.39	6322	Office of Dir, Marke	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
FHEG Ankeny Bookstore #10	675117	\$731,785.89	\$1,649.85	6322	Perry Operations	Materials & Supplies
			\$680.00	6322	Hunziker Center-Care	Materials & Supplies
			\$20,874.50	6322	Southridge-Career Ac	Materials & Supplies
			\$336.00	6322	Justice Impacted Com	Materials & Supplies
			\$730.45	6322	DOL-Job Corp Scholar	Materials & Supplies
			\$205.61	6322	Web Based/Online-Hig	Materials & Supplies
			\$26,372.54	6322	Web Based/Online-Hig	Materials & Supplies
			\$599.75	6322	DE-GEER II Funding	Materials & Supplies
			\$1,247.75	6322	Economic Development	Materials & Supplies
			\$178.25	6322	Criminal Justice	Materials & Supplies
			\$927.50	6322	Manufacturing Skills	Materials & Supplies
			\$135.22	6322	STRIVE	Materials & Supplies
			\$1,995.88	6322	Jasper County Career	Materials & Supplies
			\$2,729.33	6322	PACE Program 260H	Materials & Supplies
			\$389.90	6322	Info Tech/Network Ad	Materials & Supplies
			\$1,520.75	6322	Civil Engineering Te	Materials & Supplies
			\$55.75	6322	Humanities	Materials & Supplies
			\$11,179.46	6322	Ankeny Career Academ	Materials & Supplies
			\$164.75	6322	Pharmacy Tech	Materials & Supplies
			\$8,331.67	6322	Carroll Career Advan	Materials & Supplies
			\$2,782.35	6322	Diversity Commission	Materials & Supplies
			\$4,775.31	4027	Budgeted Revenue	Tuition Waived
			\$4,431.03	2019	Follett Bookstore	Accounts Payable Acc
			\$814.62	2019	Follett Bookstore	Accounts Payable Acc
			\$760.73	2019	Follett Bookstore	Accounts Payable Acc
			\$6,666.61	2019	Follett Bookstore	Accounts Payable Acc
			\$3,870.45	2019	Follett Bookstore	Accounts Payable Acc
			\$570.23	2019	Follett Bookstore	Accounts Payable Acc
			\$112.36	2019	Follett Bookstore	Accounts Payable Acc
			\$571.59	2019	Follett Bookstore	Accounts Payable Acc
			\$768.83	2019	Follett Bookstore	Accounts Payable Acc

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FHEG Ankeny Bookstore #10	675117	\$731,785.89	\$382.24	2019	Follett Bookstore	Accounts Payable Acc
			\$624,222.18	2019	Follett Bookstore	Accounts Payable Acc
Fortune International LLC	675124	\$2,716.38	\$518.43	6519	Bistro	College Inn
			\$286.00	6519	Bistro	College Inn
			\$1,818.01	6519	Bistro	College Inn
			\$93.94	6519	Bistro	College Inn
G.M., LLC	675125	\$2,500.00	\$2,500.00	6269	Upward Bound Year 27	Other Company Servic
Gehling Welding and Repai	675126	\$7,015.51	\$58.40	6322	Building Rental for	Materials & Supplies
			\$2,759.73	6322	Building Rental for	Materials & Supplies
			\$269.48	6322	Building Rental for	Materials & Supplies
			\$1,917.00	6322	Building Rental for	Materials & Supplies
			\$306.38	6322	Building Rental for	Materials & Supplies
			\$244.00	6322	Building Rental for	Materials & Supplies
Granite Telecommunication	675129	\$8,971.66	\$190.83	6150	Campus Communication	Communications
			\$404.68	6150	Campus Communication	Communications
			\$493.18	6150	Campus Communication	Communications
			\$7,446.83	6150	Campus Communication	Communications
			\$436.14	6150	Campus Communication	Communications
Heartland Business System	675133	\$26,726.53	\$1,110.00	6269	Technical Update Equ	Other Company Servic
			\$16,423.60	6323	Technical Update Equ	Minor Equipment
			\$9,054.18	6323	Technical Update Equ	Minor Equipment
			\$138.75	6269	Technical Update Equ	Other Company Servic
Impact, LLC	675139	\$2,964.18	\$580.00	6269	Graphic Arts	Other Company Servic
			\$1,835.07	6322	Equip Replacement Sc	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Impact, LLC	675139	\$2,964.18	\$549.11	6322	Perry Operations	Materials & Supplies
IP Pathways	675145	\$32,248.01	\$1,796.00	6269	Technical Update Equ	Other Company Servic
			\$20,652.01	6269	Technical Update Equ	Other Company Servic
			\$9,800.00	6269	Technical Update Equ	Other Company Servic
Jordan Creek JV LLC	675151	\$6,600.00	\$6,600.00	6110	Office of Dir, Marke	Information Svcs/Pub
Lincoln Electric Company	675156	\$2,904.37	\$664.00	6322	Southridge-Credit Op	Materials & Supplies
			\$2,240.37	6322	Southridge-Career Ac	Materials & Supplies
Lincoln National Life Ins	675157	\$76,370.46	\$10,648.47	2257	Payroll Office	Emp Opt Life Ins Pay
			\$1,551.70	2259	Payroll Office	Dep Supp Life Ins Pa
			\$12,111.06	2256	Payroll Office	ST Disability - B In
			\$18,411.31	2254	Payroll Office	Long Term Disability
			\$26,644.64	2253	Payroll Office	Basic Life Insurance
			\$2,825.00	2258	Payroll Office	Spouse Opt Life Ins
			\$4,178.28	2255	Payroll Office	ST Disability - A In
Mandiant, Inc	675159	\$100,580.00	\$100,580.00	6269	Technical Update Equ	Other Company Servic
MidAmerican Energy Co	675163	\$21,141.96	\$3,716.41	6190	Utilities	Utilities
			\$10,182.29	6190	Trail Point-Facility	Utilities
			\$4,819.83	6190	Utilities	Utilities
			\$2,164.42	6190	Utilities	Utilities
			\$259.01	6190	Utilities	Utilities
Mittera Group	675167	\$5,589.47	\$1,175.71	6120	Admission Processing	Printing/Reproductio
			\$2,287.00	6120	Admission Processing	Printing/Reproductio
			\$1,125.76	6120	Ankeny Career Academ	Printing/Reproductio
			\$1,001.00	6120	Admission Processing	Printing/Reproductio

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE			
OPN Architects	675183	\$21,652.93	\$480.00	6012	Newton Maytag Campus	Architect's Fees			
			\$672.75	6012	Newton Maytag Campus	Architect's Fees			
			\$4,209.96	6012	Newton Maytag Campus	Architect's Fees			
			\$180.00	6012	Newton Maytag Campus	Architect's Fees			
			\$9,923.04	6012	Newton Maytag Campus	Architect's Fees			
			\$360.00	6012	Newton Maytag Campus	Architect's Fees			
			\$180.00	6012	Newton Maytag Campus	Architect's Fees			
			\$344.35	6012	Newton Maytag Campus	Architect's Fees			
			\$180.00	6012	Newton Maytag Campus	Architect's Fees			
			\$3,466.85	6012	Newton Maytag Campus	Architect's Fees			
			\$1,655.98	6012	Newton Maytag Campus	Architect's Fees			
			Oracle Corporation	675184	\$4,376.01	\$1,681.96	6060	Non Tort Equip Maint	Maintenance/Repair o
						\$2,694.05	6060	Non Tort Equip Maint	Maintenance/Repair o
Performance Food Group In	675186	\$2,690.82	\$2,690.82	6321	Snack Bar - Boone	Food			
Pratum Inc	675192	\$12,895.00	\$12,895.00	6269	Pratum #1 260E Job S	Other Company Servic			
Seafoods.com	675202	\$4,566.53	\$518.00	6322	Conference Center/Sp	Materials & Supplies			
			\$664.32	6322	Conference Center/Sp	Materials & Supplies			
			\$105.75	6322	Conference Center/Sp	Materials & Supplies			
			-\$79.50	6518	Hospitality Careers	Gourmet Dinners			
			\$335.15	6322	Culinary Arts	Materials & Supplies			
			\$318.00	6518	Hospitality Careers	Gourmet Dinners			
			\$429.95	6518	Hospitality Careers	Gourmet Dinners			
			\$622.44	6518	Hospitality Careers	Gourmet Dinners			
			\$376.39	6322	Conference Center/Sp	Materials & Supplies			
			\$456.86	6322	Conference Center/Sp	Materials & Supplies			
			\$363.77	6322	Conference Center/Sp	Materials & Supplies			
\$105.75	6322	Conference Center/Sp	Materials & Supplies						

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Seafoods.com	675202	\$4,566.53	\$145.85	6322	Conference Center/Sp	Materials & Supplies
			\$309.55	6322	Conference Center/Sp	Materials & Supplies
			-\$105.75	6322	Conference Center/Sp	Materials & Supplies
Securitas Security Servic	675203	\$65,846.12	\$25,871.45	6261	Non Tort Security In	Contracted Security
			\$33,012.96	6261	Non Tort Security In	Contracted Security
			\$994.80	6261	Office of Exec Dean,	Contracted Security
			\$2,608.99	6261	Non Tort Security In	Contracted Security
			\$2,729.49	6261	Non Tort Security In	Contracted Security
\$628.43	6261	Non Tort Security In	Contracted Security			
Siemens Industry Inc	675206	\$67,133.00	\$67,133.00	6060	Buildings Equipment	Maintenance/Repair o
State Steel Supply Co	675212	\$5,248.75	\$1,388.16	6322	Southridge-Credit Op	Materials & Supplies
			\$2,517.50	6322	Southridge-Career Ac	Materials & Supplies
			\$1,343.09	6322	Southridge-Career Ac	Materials & Supplies
Storey Kenworthy	675213	\$82,723.86	\$82,723.86	7100	Carroll Addition-Equ	Equipment
Symetra Financial	675215	\$14,073.98	\$1,724.70	6269	Symetra Life #3 260E	Other Company Servic
			\$1,042.18	6269	Symetra Life #3 260E	Other Company Servic
			\$1,042.18	6269	Symetra Life #4 260E	Other Company Servic
			\$1,124.41	6269	Symetra Life #4 260E	Other Company Servic
			\$2,670.59	6269	Symetra Life #4 260E	Other Company Servic
			\$4,548.34	6269	Symetra Life #4 260E	Other Company Servic
\$1,921.58	6269	Symetra Life #4 260E	Other Company Servic			
Sysco Food Services of Io	675216	\$5,151.49	\$198.94	6322	Culinary Arts	Materials & Supplies
			\$37.75	6322	Culinary Arts	Materials & Supplies
			\$805.04	6322	Culinary Arts	Materials & Supplies
			\$32.58	6518	Hospitality Careers	Gourmet Dinners

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Sysco Food Services of Io	675216	\$5,151.49	\$29.79	6322	Culinary Arts	Materials & Supplies
			\$150.03	6322	Culinary Arts	Materials & Supplies
			\$85.12	6322	Culinary Arts	Materials & Supplies
			-\$32.58	6518	Hospitality Careers	Gourmet Dinners
			\$880.63	6322	Jasper County Career	Materials & Supplies
			\$72.69	6322	Jasper County Career	Materials & Supplies
			\$1,158.02	6322	Jasper County Career	Materials & Supplies
			\$135.03	6518	Hospitality Careers	Gourmet Dinners
			\$613.71	6519	Bistro	College Inn
			\$209.72	6519	Bistro	College Inn
			\$409.18	6322	Culinary Arts	Materials & Supplies
			\$365.84	6519	Bistro	College Inn
			Vertex Software	675232	\$47,038.50	\$9,000.00
\$38,038.50	6269	Vertex Software #1 2				Other Company Servic
Viewpoint Screening	675233	\$2,917.73	\$2,917.73	6323	NLN Testing	Minor Equipment
Volz, Todd	675234	\$7,008.00	\$7,008.00	6019	Dallas County Farm O	Prof Svcs-Individual
Walsh Door and Security	675236	\$35,900.00	\$35,900.00	6090	Non Tort Security In	Maintenance/Repair o
West Des Moines Chamber o	675238	\$2,500.00	\$2,500.00	6040	Office of Exec Dean,	Memberships
WorkSpace Inc	675244	\$3,865.92	\$3,865.92	7100	Equip Replacement We	Equipment
3 Bridge Holding Corp	675317	\$4,388.50	\$2,656.00	6269	Office of VP, Info S	Other Company Servic
			\$1,732.50	6269	Office of VP, Info S	Other Company Servic
Alliant Energy	675323	\$42,098.80	\$4,390.54	6190	Utilities	Utilities
			\$3,858.95	6190	Utilities	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	675323	\$42,098.80	\$569.13	6190	Building Rental for	Utilities
			\$4,725.62	6190	Utilities	Utilities
			\$2,085.16	6190	Utilities	Utilities
			\$2,501.93	6190	Utilities	Utilities
			\$11,742.33	6190	Utilities	Utilities
			\$12,167.53	6190	Utilities	Utilities
			\$57.61	6190	Utilities	Utilities
Baker Mechanical Inc	675327	\$5,766.89	\$5,766.89	6060	Mechanical Maintenanc	Maintenance/Repair o
Capital Sanitary Supply C	675333	\$2,606.02	\$642.48	6410	Physical Plant Opera	Janitorial Materials
			\$191.36	6410	Physical Plant Wareh	Janitorial Materials
			\$181.04	6410	Physical Plant Wareh	Janitorial Materials
			\$105.30	6410	Custodial	Janitorial Materials
			\$72.12	6410	Custodial	Janitorial Materials
			\$62.64	6410	Custodial	Janitorial Materials
			\$502.90	6322	ARP-Institutional Fu	Materials & Supplies
			\$269.73	6322	ARP-Institutional Fu	Materials & Supplies
			\$21.72	6377	Physical Plant Opera	Materials/Supplies f
			\$50.00	6377	Physical Plant Opera	Materials/Supplies f
			\$311.86	6410	Custodial	Janitorial Materials
			\$158.20	6377	Custodial	Materials/Supplies f
			\$36.67	6410	Physical Plant Opera	Janitorial Materials
CenturyLink	675338	\$2,997.13	\$374.04	6150	Campus Communication	Communications
			\$227.76	6150	Campus Communication	Communications
			\$168.62	6150	Campus Communication	Communications
			\$94.49	6150	Campus Communication	Communications
			\$2,132.22	6150	Campus Communication	Communications
Collaborative Leadership	675346	\$22,875.10	\$22,875.10	6015	Workforce Developmen	Consultant's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Constellation NewEnergy G	675347	\$12,093.53	\$2,303.22	6190	Utilities	Utilities
			\$9,790.31	6190	Newton-Lease Operati	Utilities
Dentons Davis Brown PC	675352	\$4,881.50	\$4,881.50	6013	IA Comm College Athl	Legal Fees
Electrical Engineering &	675359	\$9,869.76	\$9,769.76	6323	Equipment Replacemen	Minor Equipment
			\$100.00	6060	Non Tort Equip Maint	Maintenance/Repair o
Elite Glass & Metal LLC	675360	\$3,950.00	\$3,950.00	6378	Newton Maytag Campus	Materials/Supplies f
EMC Insurance Companies	675362	\$6,783.00	\$6,783.00	6269	Non Tort Insurance	Other Company Servic
Evisions Inc	675363	\$27,210.00	\$27,210.00	6265	Non Tort Equip Maint	Software Service Agr
FBLA PBL Iowa State Chapt	675364	\$20,000.00	\$20,000.00	6803	Future Business Lead	Intrafund Transfers
Grainger	675371	\$2,825.00	\$2,825.00	6323	Equip Replacement Co	Minor Equipment
Heartland Business System	675374	\$33,240.85	-\$792.35	6323	Technical Update Equ	Minor Equipment
			\$1,000.00	6269	Technical Update Equ	Other Company Servic
			\$185.00	6269	Technical Update Equ	Other Company Servic
			\$32,848.20	6323	Technical Update Equ	Minor Equipment
Heartland Finishes Inc	675375	\$12,143.70	\$12,143.70	6090	Equipment Replacemen	Maintenance/Repair o
IMEG Corp	675380	\$54,292.20	\$54,292.20	6015	HVAC Upgrade Project	Consultant's Fees
Impact, LLC	675381	\$10,864.20	\$362.34	6322	Equip Replacement Sc	Materials & Supplies
			\$125.00	6323	Equip Replacement On	Minor Equipment
			\$1,269.00	6323	Equip Replacement On	Minor Equipment
			\$9,107.86	6323	Equipment Replacemen	Minor Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Association of Busin	675383	\$5,000.00	\$5,000.00	6260	Office of the Presid	Sponsorships & Donat
Kardex Remstar LLC	675389	\$48,728.73	\$48,728.73	6323	Urban Student Ctr-Fu	Minor Equipment
KCCI TV	675390	\$5,050.00	\$5,050.00	6110	Office of Dir, Marke	Information Svcs/Pub
MidAmerican Energy Co	675396	\$15,935.93	\$10,784.61	6190	Utilities	Utilities
			\$1,958.73	6190	Plant Operations - E	Utilities
			\$3,192.59	6190	Plant Operations - E	Utilities
Midwest Office Technology	675397	\$3,668.00	\$3,668.00	6323	Equip Replacement In	Minor Equipment
Okoboji Wines	675403	\$5,694.15	\$167.00	6930	Beverage Account	Other Current Expens
			\$218.00	6930	Beverage Account	Other Current Expens
			\$5,309.15	6930	Beverage Account	Other Current Expens
Oracle Corporation	675406	\$4,420.60	\$249.08	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$4,171.52	6265	Non Tort Equip Maint	Software Service Agr
Seafoods.com	675418	\$2,790.83	\$633.33	6322	Conference Center/Sp	Materials & Supplies
			\$1,055.61	6518	Hospitality Careers	Gourmet Dinners
			\$1,101.89	6518	Hospitality Careers	Gourmet Dinners
Securitas Security Servic	675419	\$66,738.35	\$2,687.14	6261	Non Tort Security In	Contracted Security
			\$34,385.03	6261	Non Tort Security In	Contracted Security
			\$1,167.54	6261	Office of Exec Dean,	Contracted Security
			\$23,423.56	6261	Non Tort Security In	Contracted Security
			\$1,205.08	6261	Non Tort Security In	Contracted Security
			\$3,870.00	6261	Non Tort Security In	Contracted Security
Snap On Industrial	675420	\$13,375.04	\$5,111.91	7100	Motorcycle and Moped	Equipment

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Snap On Industrial	675420	\$13,375.04	\$97.50	1550	Office of Controller	Prepaid Expenses
			\$3,707.01	6323	Motorcycle and Moped	Minor Equipment
			\$1,028.79	1550	Office of Controller	Prepaid Expenses
			\$31.86	1550	Office of Controller	Prepaid Expenses
			\$2.94	1550	Office of Controller	Prepaid Expenses
			\$26.00	1550	Office of Controller	Prepaid Expenses
			\$51.94	1550	Office of Controller	Prepaid Expenses
			\$193.84	1550	Office of Controller	Prepaid Expenses
			\$42.97	1550	Office of Controller	Prepaid Expenses
			\$18.98	1550	Office of Controller	Prepaid Expenses
			\$861.90	1550	Office of Controller	Prepaid Expenses
			\$226.80	1550	Office of Controller	Prepaid Expenses
			\$95.48	1550	Office of Controller	Prepaid Expenses
			\$283.74	1550	Office of Controller	Prepaid Expenses
			\$10.76	6322	Hunziker Center-Care	Materials & Supplies
			\$397.47	6230	Motorcycle and Moped	Postage and Expediti
\$415.20	1550	Office of Controller	Prepaid Expenses			
\$769.95	6322	Equip Replacement In	Materials & Supplies			
State Steel Supply Co	675423	\$2,799.73	\$1,628.06	6322	Continuing Ed, Trade	Materials & Supplies
			\$1,171.67	6322	Welding	Materials & Supplies
Storey Kenworthy	675425	\$6,655.48	\$6,655.48	6322	Carroll Addition-Equ	Materials & Supplies
Studio Iowa LLC	675426	\$6,463.75	\$6,463.75	6110	Office of Dir, Marke	Information Svcs/Pub
Summit Technologies LLC	675427	\$7,300.00	\$400.00	6269	Technical Update Equ	Other Company Servic
			\$6,900.00	6269	Technical Update Equ	Other Company Servic
Sysco Food Services of Io	675429	\$4,347.49	\$409.78	6518	Hospitality Careers	Gourmet Dinners
			\$62.15	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	675429	\$4,347.49	\$44.93	6322	Culinary Arts	Materials & Supplies
			\$29.55	6322	Culinary Arts	Materials & Supplies
			\$1,781.62	6322	Culinary Arts	Materials & Supplies
			\$61.75	6322	Culinary Arts	Materials & Supplies
			\$157.48	6322	Culinary Arts	Materials & Supplies
			\$44.25	6322	Culinary Arts	Materials & Supplies
			\$99.65	6322	Conference Center/Sp	Materials & Supplies
			\$235.31	6322	Conference Center/Sp	Materials & Supplies
			\$954.86	6518	Hospitality Careers	Gourmet Dinners
			\$73.24	6518	Hospitality Careers	Gourmet Dinners
			\$48.15	6518	Hospitality Careers	Gourmet Dinners
			\$344.77	6519	Bistro	College Inn
			The Waldinger Corporation	675431	\$19,695.00	\$19,695.00
Trimarc Security LLC	675433	\$56,750.00	\$56,750.00	6269	Technical Update Equ	Other Company Servic
Verizon Wireless	675440	\$18,671.58	\$40.01	6150	Manufacturing Techno	Communications
			\$74.84	6150	Carroll Career Advan	Communications
			\$47.18	6150	Web Based/Online Lea	Communications
			\$180.32	6150	Boone Campus Nurse	Communications
			\$311.18	6150	Southridge Miscellan	Communications
			\$651.25	6150	YouthBuild Project	Communications
			\$101.60	6150	Boone Campus Housing	Communications
			\$231.97	6150	Jobs for the Future-	Communications
			\$40.01	6150	United Way-COVID Eve	Communications
			\$132.40	6150	Perry Operations	Communications
			\$316.40	6150	College & Career Tra	Communications
			\$51.60	6150	Newton-Lease Operati	Communications
			\$111.60	6150	Hunziker Center-Care	Communications
\$213.20	6150	Southridge-Credit Op	Communications			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	675440	\$18,671.58	\$410.80	6150	Non Tort Security In	Communications
			\$50.80	6150	Work Based Learning	Communications
			\$80.02	6150	Iowa College Aid-LCA	Communications
			\$266.76	6150	Career Advantage-Enr	Communications
			\$160.10	6150	Equip Replacement Sc	Communications
			\$90.81	6150	Office of Exec Dir,	Communications
			\$37.18	6150	Continuing Ed, 2 Day	Communications
			\$40.01	6150	Continuing Ed, Healt	Communications
			\$37.18	6150	Director, Nursing	Communications
			\$40.05	6150	Child Care	Communications
			\$421.56	6150	Office of Dean, Scie	Communications
			\$40.01	6150	Chrysler Apprentice	Communications
			\$40.01	6150	Agri Business	Communications
			\$50.80	6150	Office of Dean, Heal	Communications
			\$100.81	6150	Student Records/Serv	Communications
			\$111.60	6150	Office of Exec Dean,	Communications
			\$60.80	6150	Office of Exec Dean,	Communications
			\$60.80	6150	Associate Dean, Urba	Communications
			\$40.80	6150	Student Services	Communications
			\$40.01	6150	Communications	Communications
			\$114.89	6150	Office of Exec Dean,	Communications
			\$148.78	6150	Office of Exec Dean,	Communications
			\$179.58	6150	Grounds	Communications
			\$268.92	6150	Office of the Dir, P	Communications
			\$50.80	6150	Transportation	Communications
			\$701.54	6150	Mechanical Maintenanc	Communications
			\$45.01	6150	Safety Committee	Communications
			\$127.85	6150	Physical Plant Opera	Communications
			\$189.58	6150	Physical Plant Opera	Communications
			\$50.80	6150	Office of Exec Dir,	Communications
			\$50.80	6150	Office of Exec Dir,	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	675440	\$18,671.58	\$40.01	6150	Boone Athletic Depar	Communications
			\$120.07	6150	Volleyball	Communications
			\$70.03	6150	Veterinary Techician	Communications
			\$101.60	6150	Special Needs	Communications
			\$45.03	6150	Baseball Booster Clu	Communications
			\$60.80	6150	Jasper County Career	Communications
			\$40.01	6150	Golf Booster Club	Communications
			\$47.18	6150	Workforce Developmen	Communications
			\$50.80	6150	Plant Operations - S	Communications
			\$200.11	6150	Urban Academic Achie	Communications
			\$975.28	6150	WTED-General Exp	Communications
			\$475.62	6150	TSA Officer Educatio	Communications
			\$40.01	6150	Softball Booster Clu	Communications
			\$203.20	6150	Non Tort Security In	Communications
			\$141.61	6150	PACE Program 260H	Communications
			\$60.80	6150	Water Treatment	Communications
			\$1,166.64	6150	Recruiting	Communications
			\$40.01	6150	Summer Institute	Communications
			\$58.98	6150	Upward Bound Year 27	Communications
			\$111.60	6150	Special Projects	Communications
			\$50.80	6150	Vice President, Enro	Communications
			\$45.01	6150	CPI Office	Communications
			\$815.27	6150	Civil Engineering Te	Communications
			\$40.01	6150	Title IX Compliance	Communications
			\$114.37	6150	Dental Assistant	Communications
			\$111.60	6150	Respiratory Therapy	Communications
			\$141.65	6150	Office of the Presid	Communications
			\$80.04	6150	Office of Dir, Stude	Communications
			\$40.05	6150	WLAN Support	Communications
			\$74.36	6150	Custodial	Communications
			\$47.18	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	675440	\$18,671.58	\$2,904.20	6150	WLAN Support	Communications			
			\$50.80	6150	Motorcycle and Moped	Communications			
			\$80.02	6150	Office of Dir, Marke	Communications			
			\$1,716.67	6150	Ankeny Career Academ	Communications			
			\$102.12	6150	Judicial Office	Communications			
			\$60.80	6150	Office of Exec Dean,	Communications			
			\$111.60	6150	Physical Plant Opera	Communications			
			\$60.80	6150	Office Exec Dir, Ins	Communications			
			\$40.01	6150	Honors Program	Communications			
			\$335.40	6150	Trail Point-Facility	Communications			
			\$80.02	6150	ARP-Institutional Fu	Communications			
			\$469.05	6150	DOL-Job Corp Scholar	Communications			
			\$437.34	6150	Economic Development	Communications			
			Wex Bank	675443	\$6,670.66	\$282.49	6420	Office of the Dir, P	Vehicle Materials an
						\$362.32	6420	Ankeny Career Academ	Vehicle Materials an
\$111.17	6420	WLAN Support				Vehicle Materials an			
\$179.78	6420	Campus Communication				Vehicle Materials an			
\$458.00	6420	Non Tort Security In				Vehicle Materials an			
\$492.89	6420	Non Tort Security In				Vehicle Materials an			
\$466.02	6420	Auto Service				Vehicle Materials an			
\$986.70	6420	Grounds				Vehicle Materials an			
\$1,338.61	6420	Vehicle Pool				Vehicle Materials an			
\$1,562.35	6420	Mechanical Maintenanc				Vehicle Materials an			
\$38.65	6420	Physical Plant Opera				Vehicle Materials an			
\$273.40	6420	Physical Plant Opera				Vehicle Materials an			
\$118.28	6420	Physical Plant Opera	Vehicle Materials an						
Windstream	675447	\$2,726.93	\$2,085.84	6150	Campus Communication	Communications			
			\$641.09	6150	Newton-Lease Operati	Communications			
Your Clear Next Step LLC	675450	\$10,047.00	\$297.00	6015	Softskills Training	Consultant's Fees			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
-----	-----	-----	-----	-----	-----	-----
Your Clear Next Step LLC	675450	\$10,047.00	\$9,750.00	6015	Softskills Training	Consultant's Fees
			-----			
	REPORT TOTAL		\$4,567,753.02			

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

*Joe Pugel*  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

*Sm Fallow*  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CREATIVISION, INC. D/B/A PERFORMANCE DISPLAY AND MILLWORK

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

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

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$49,999; and

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

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

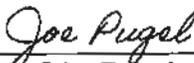
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 (date) between Creativision Inc. dba Performance Display and Millwork, Grimes, IA, (the "Community College" and its location), and Des Moines Area Community College, Ankeny, IA, (the "Employer" and its location), is entered into under the following circumstances:

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

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

### **ARTICLE I REPRESENTATIONS**

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

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

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

- (A) It is a business duly qualified to do business in Iowa;

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

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

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The Employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

(I) The Employer is an equal opportunity employer which complies will all local, state, and federal affirmative action requirements.

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

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

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

by the approved application.

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$49,999 is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

#### **ARTICLE VI EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Creativision Inc, dba Performance Display and Millwork  
David Lewis, Owner/ Jim Hogan, Gen Mgr  
1400 SE 11th St,  
Grimes, IA 50111

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

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

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

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

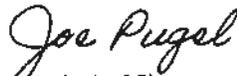
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion

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

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

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

Des Moines Area Community College  
Community College

  
Authorized Signature

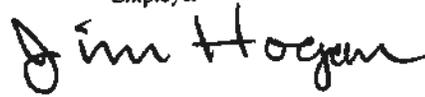
Joe Pugel, Board President  
Type Name And Title

2006 S Ankeny Blvd Ankeny, IA 50023  
Address

3/14/22

Date

Creativision Inc. dba Performance Display & Millwork  
Employer

  
Authorized Signature

Jim Hogan General Manager  
Type Name And Title

1400 SE 11th St, Grimes, IA 50111  
Address

02/02/2022

Date

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

20220106163215

Project Loan ID Number From Approval Letter

Des Moines Area Community College  
Community College

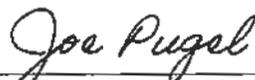
CreatiVision Inc. dba Performance Display & Millwork  
Business

Melissa Chavas-Miller, Business Consultant  
College Contact Person

2006 S Ankeny Blvd Ankeny, IA 50026  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 49,999 to fund this project.



Authorized Signature

3/14/22

Date

Approved for allocation by the Iowa Economic Development Authority:

Authorized Signature

Date

**IMPORTANT!**

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

## Training Plan and Budget For 260F Project

The following Training Plan reflects the expected training activities for CreatiVision Inc. dba Performance Display and Millwork (PDM) The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by PDM staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>		
Lead Installer Training	1000	1000
Installer Training	1000	1000
Woodworking and Millwork Training	22,389*	22389
Global Shop ERP	42,500*	15,577
*Denotes I.40 Training		
<b>II. Management/Supervisory Skills</b>		
 <b>III. Materials and Supplies</b>		
 <b>IV. Administrative Costs</b>	<b>\$ 10,033</b>	<b>\$10,033</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$76,922</b>	<b>\$49,999</b>

The training began 7/23/2021 with completion anticipated by 7/22/2023. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 30 unduplicated employees and will show, at the completion of the contract, \$26,923 in-kind cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Pugsel  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND ATW TRAINING AND CONSULTING, INC.**

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

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

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$7,475; and

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

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

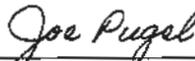
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

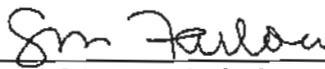
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and ATW Training and Consulting, Inc., Urbandale, IA, (the "Employer" and its location), is entered into under the following circumstances:

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;

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

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

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The Employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

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### **ARTICLE III PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$7,475.00, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

## **ARTICLE VI EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

Community College:

Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer:

ATW Training and Consulting

4414 114<sup>th</sup> St.

Urbandale, IA 50322

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

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

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

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

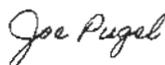
Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect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

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

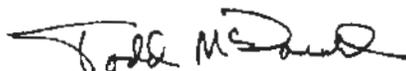
IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

\_\_\_\_\_  
Des Moines Area Community College  
Community College

\_\_\_\_\_  
ATW Training and Consulting, Inc.  
Employer



Authorized Signature  
Joe Pugel, Board President  
Type Name And Title



Authorized Signature  
Todd McDonald, President

\_\_\_\_\_  
2006 South Ankeny Blvd.

\_\_\_\_\_  
4414 114<sup>th</sup> St.

\_\_\_\_\_  
Ankeny, IA 50023  
Address

\_\_\_\_\_  
Urbandale, IA 50322  
Address

3/14/22  
Date

Date 2-8-22

# IOWA JOBS TRAINING PROGRAM (260F)

## REQUEST FOR RELEASE OF FUNDS

\_\_\_\_ 20220128200318 \_\_\_\_

Project ID Code From Approval Letter

\_\_\_\_ Des Moines Area Community College \_\_\_\_  
Community College

\_\_\_\_ ATW Training and Consulting \_\_\_\_  
Business

\_\_\_\_ Emily Betz, Business Consultant 515-229-9718 \_\_\_\_  
College Contact Person/Phone

\_\_\_\_ 4414 114<sup>th</sup> St., Urbandale, IA 50322 \_\_\_\_  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provided job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 7,475.00 to fund this project.

*Joe Pugel*

Authorized Signature

3/14/22

Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

### IMPORTANT!

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

**Training Plan and Budget  
For ATW Training and Consulting  
260F Project 2**

The following Training Plan reflects the expected training activities for ATW Training and Consulting. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by ATW Training and Consulting staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$10,000</b>	<b>\$4,475</b>
The following training activities are intended to assist employees of ATW Training with improving their knowledge and training in a variety of professional development content areas including, but not limited to: situational leadership, legendary service, DISC, influencer skills/vital smarts, and Mind Lab (DISC, Wiley), Change Quest, SLII Experience, Five Behaviors of a Cohesive Team.		
Training may include classes, seminars, workshops or consulting.		
<b>II. Management/Supervisory Skills</b>	<b>0</b>	<b>0</b>
<b>III. Materials and Supplies</b>	<b>0</b>	<b>0</b>
<b>IV. Administrative Costs</b>	<b>\$ 1,500</b>	<b>\$1,500</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$11,500</b>	<b>\$5,975</b>

The training began 12/1/2021 with completion anticipated by 11/30/2023. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 2 unduplicated employees and will show, at the completion of the contract, \$4,025 in-kind cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Puzel  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CASEY'S RETAIL COMPANY

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

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

WHEREAS, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$26,910; and

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

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

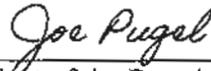
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

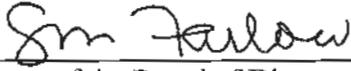
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Casey's Retail Company, Ankeny, IA, (the "Employer" and its location), is entered into under the following circumstances:

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (A) It is a business duly qualified to do business in Iowa;

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

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

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The Employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

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

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

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

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

by the approved application.

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$26,910, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI  
EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

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(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

Community College:

Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer:

Casey's Retail Company

1 SE Convenience Blvd

Ankeny, IA 50021

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

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

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

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

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

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

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

Des Moines Area Community College	Casey's Retail Company
Community College	Employer
<i>Joe Pugel</i>	
Joe Pugel, Board President Authorized Signature	Authorized Signature
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DocuSigned by:</small>  <b>KORY ROSS</b> </div>	
3/1/2022	<b>Kory Ross, Sr Director, Accounting</b>
<small>Type/Name And Title</small>	<small>Type Name And Title</small>

2006 South Ankeny Blvd.	1 SE Convenience Blvd
Ankeny, IA 50023	Ankeny, IA 50021
<small>Address</small>	<small>Address</small>
3/14/22	
<small>Date</small>	<small>Date</small>

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

**REQUEST FOR RELEASE OF FUNDS**

\_\_\_\_\_ 20220201231351 \_\_\_\_\_  
Project ID Code From Approval Letter

\_\_\_\_ Des Moines Area Community College \_\_\_\_\_  
Community College

\_\_\_\_ Casey's Retail Company \_\_\_\_\_  
Business

\_\_\_\_ Emily Betz, Business Consultant 515-229-9718 \_\_\_\_\_  
College Contact Person/Phone

\_\_\_\_ 1 SE Convenience Blvd, Ankeny, IA 50021 \_\_\_\_\_  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provided job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 26,910.00 to fund this project.

Joe Pugel  
Authorized Signature

3/14/22  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

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

**Training Plan and Budget  
For Casey's Retail Company  
260F Project 1**

The following Training Plan reflects the expected training activities for Casey's Retail Company. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Casey's Retail Company staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$36,000</b>	<b>\$21,510</b>
The following activities are intended to assist employees of Casey's Retail Company with training in CDL Driver skills and certifications.		
Training may include classes, seminars, workshops or consulting.		
<b>II. Management/Supervisory Skills</b>	<b>0</b>	<b>0</b>
<b>III. Materials and Supplies</b>	<b>0</b>	<b>0</b>
<b>IV. Administrative Costs</b>	<b>\$5,400</b>	<b>\$5,400</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$41,400</b>	<b>\$26,910</b>

The training began 2/1/2022 with completion anticipated by 1/30/2024. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 6 unduplicated employees and will show, at the completion of the contract, \$14,490 in-kind cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Pugal  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

Sam Fallow  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND GTI USA, INC.

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

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

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

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

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

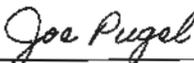
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 between Des Moines Area Community College, Ankeny Iowa, (the "Community College" and its location), and GTI USA Inc. West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (A) It is a business duly qualified to do business in Iowa;

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

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

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The Employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

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

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

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

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

by the approved application.

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI  
EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: GTI USA Inc.  
7601 Office Plaza Drive N  
Suite 100  
West Des Moines, IA 50266

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

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

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

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

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or

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

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

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

Des Moines Area Community College  
Community College  
Joe Pugel  
Authorized Signature

Joe Pugel, Board President  
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023  
Address

3/14/22  
Date

GTI USA Inc.  
Business  
Janel Horeyman  
Authorized Signature

Janel Horeyman Director of Admin  
Type Name and Title

janel.horeyman@thegtigrap.com  
Email Address

7601 Office Plaza Dr N. Suite 100

West Des Moines, IA 50266  
Address

1/31/2022  
Date

260F-4 (REV: 08/21)

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

20220112142856 \_\_\_\_\_  
Project Loan ID Number From Approval Letter

\_\_\_\_\_  
Des Moines Area Community College  
Community College

\_\_\_\_\_  
GTI USA Inc.  
Business

\_\_\_\_\_  
Aaron Chittenden, Business Consultant  
College Contact Person

7601 Office Plaza Drive N. Suite 100 West Des  
Iowa, 50266  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

\_\_\_\_\_  
*Joe Pugel*  
Authorized Signature

\_\_\_\_\_  
3/14/22  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

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

**Training Plan and Budget  
For GTI USA Inc.  
260F Project 2**

The following Training Plan reflects the expected training activities for GTI USA Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by GTI USA Inc. staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$12,650</b>	<b>\$12,650</b>
<p>Training and onboarding to new Accounting Software: general ledger functions, basic accounting processes in the software, data/reporting manipulation and generation, forecast tools, multi-currency conversion tools, international payment tools.</p>		
<b>II. Management/Supervisory Skills</b>	<b>\$20,795</b>	<b>\$7,333</b>
<p>Training and onboarding in Leadership: leading winning teams, the art of negotiation, sales and persuasion, real colors personality training. DMACC Emerging Leaders Series.</p>		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 5,017</b>	<b>\$5,017</b>
<p>DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.</p>		
<b>Total</b>	<b>\$38,462</b>	<b>\$25,000</b>

The training began 1/6/2022 with completion anticipated by 1/5/2024. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 10 unduplicated employees and will show, at the completion of the contract, \$13,462 in cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Pugel  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND PERCIVAL SCIENTIFIC, INCORPORATED**

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

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

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$3,628; and

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

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

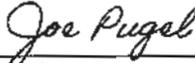
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

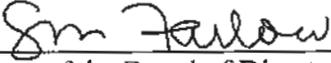
Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of (date) between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Percival Scientific Incorporated, Perry, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

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

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (A) It is a business duly qualified to do business in Iowa;

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

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

(D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.

(E) The Employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.

(F) The Employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.

(G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.

(H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.

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

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

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

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

by the approved application.

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$3,628, is issued by EDA as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Iowa Economic Development Authority shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

## **ARTICLE VI EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

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

Employer: Percival Scientific Incorporated  
505 Research Drive  
Perry, IA 50220

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

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

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

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

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

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

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

Des Moines Area Community College

Community College

*Joe Pugel*  
Authorized Signature

Joe Pugel, Board President

Type Name And Title

2006 S. Ankeny Blvd  
Ankeny, IA 50023

Address

3/14/22

Date

Percival Scientific Incorporated  
Employer

*Jesse Smith*  
Authorized Signature

Jesse Smith, VP of Manufacturing

Type Name And Title

505 Research Drive  
Perry, IA 50220

Address

2/16/22

Date

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

20220209162803 \_\_\_\_\_  
Project Loan ID Number From Approval Letter

\_\_\_\_\_  
Des Moines Area Community College  
Community College

\_\_\_\_\_  
Percival Scientific Inc.  
Business

\_\_\_\_\_  
Aaron Chittenden, Business Consultant  
College Contact Person

\_\_\_\_\_  
505 Research Drive, Perry, IA 50220  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 3,628 to fund this project.

\_\_\_\_\_  
*Joe Pugel*  
Authorized Signature

\_\_\_\_\_  
3/20/22  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

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

**Training Plan and Budget  
For Percival Scientific Inc.  
260F Project 1**

The following Training Plan reflects the expected training activities for Percival Scientific Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Percival Scientific Inc. staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$4,855</b>	<b>\$2,900</b>
EPA Section 608 Refrigerant training		
<b>II. Management/Supervisory Skills</b>	<b>\$0</b>	<b>\$0</b>
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$728</b>	<b>\$728</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$5,583</b>	<b>\$3,628</b>

The training began 2/2/2022 with completion anticipated by 2/1/2024. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 10 unduplicated employees and will show, at the completion of the contract, \$1,955 in cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m. at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<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 checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Pugel  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

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

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

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

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

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

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

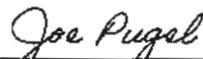
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is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

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

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

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 (date) between Des Moines Area Community College, Ankeny, (the "Community College" and its location), and Schuring & Uitermarkt PC, Pella, (the "Employer" and its location), is entered into under the following circumstances:

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

B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

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

**ARTICLE I  
REPRESENTATIONS**

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

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

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

- (A) It is a business duly qualified to do business in Iowa;

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

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

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

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

by the approved application.

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

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

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

### **ARTICLE III PAYMENT AND SECURITY**

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

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

### **ARTICLE IV CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

## **ARTICLE VI EVENTS OF DEFAULT**

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

(A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the Employer.

(B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.

(C) If both (A) and (B) occur, both penalties shall apply.

(D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.

(E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.

(F) The Employer directly or indirectly makes any material false or misleading representations or

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

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

(H) An Employer takes corporate action to effect any of the preceding conditions of default.

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

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

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Economic Development Authority for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

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

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

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

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

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

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

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

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed,

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

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

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

Des Moines Area Community College

Community College



Joe Pugel, Board President

Authorized Signature

Kim Didier, Executive Director

Type Name And Title

Schuring & Uitermarkt PC

Employer



Authorized Signature

Wendy Sims, CEO

Type Name And Title

2006 S Ankeny Blvd. Ankeny, IA 50023

Address

3/14/22

Date

916 W 16<sup>th</sup> St., Pella, IA 50219

Address

2/24/22

Date

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

20220105163425  
Project Loan ID Number From Approval Letter

Des Moines Area Community College  
Community College

Schuring & Uitermarkt PC  
Business

Kelly Mitchell, Business Consultant  
College Contact Person

2006 S Ankeny Blvd Ankeny, IA 50026  
Business Location

The above-referenced Community College and Business have agreed to implement an Iowa Jobs Training Program (260F) training project to provide job training to employees of the Business. A **Training Contract**, Form 260F-4, has been finalized and signed by authorized representatives of the Community College and the Business.

The Iowa Economic Development Authority is therefore requested to allocate \$ 25,000 to fund this project.

Joe Pugel  
Authorized Signature

3/14/22  
Date

Approved for allocation by the Iowa Economic Development Authority:

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**IMPORTANT!**

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

**Training Plan and Budget  
For Schuring & Uitermarkt PC  
260F Project #3**

The following Training Plan reflects the expected training activities for Schuring & Uitermarkt PC. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by Schuring & Uitermarkt PC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>		
New Business Development & Sales Training	<b>\$13,185</b>	<b>\$7,993</b>
<b>II. Management/Supervisory Skills</b>		
Leadership Development	<b>\$20,260</b>	<b>\$11,990</b>
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$ 5,017</b>	<b>\$5,017</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$38,462.00</b>	<b>\$25,000</b>

The training began 11/18/21 with completion anticipated by 11/17/23. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

The company will train at least 23 unduplicated employees and will show, at the completion of the contract, \$13,462 in-kind cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m., at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton, Iowa, 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" 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 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

\* \* \* \* \*

Joe Pugel  
President of the Board of Directors

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND SIEGWERK USA INC.**

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

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

**WHEREAS**, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$19,812; and

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

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

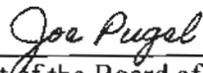
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

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

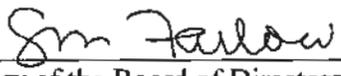
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

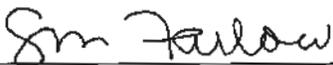
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
Secretary of the Board of Directors

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Siegwerk USA, Inc. Des Moines, IA, (the "Business" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE III  
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$19,812, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI  
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

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

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

## **ARTICLE VII MISCELLANEOUS**

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

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Business: Siegwerk USA Inc.

3535 SW 56<sup>th</sup> Street

Des Moines, IA 50321

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

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

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

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

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

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

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

Des Moines Area Community College  
Community College

Siegwerk USA Inc.  
Business

*Joe Pugel*  
Authorized Signature

*[Signature]*  
Authorized Signature

Joe Pugel, Board President  
Type Name and Title

*Ethan Vaas HR Business Partner*  
Type Name and Title

*ethan.vaas@siegwerk.com*  
Email Address

2006 South Ankeny Blvd.

3535 SW 56<sup>th</sup> Street

Ankeny, IA 50023  
Address

Des Moines, IA 50321  
Address

3/14/22  
Date

*02/07/2022*  
Date

**Training Plan and Budget  
For Siegwark USA Inc.  
WTED Project 3**

The following Training Plan reflects the expected training activities for Siegwark USA Inc. The company will participate in some, if not all, of the following activities.

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

This training plan has been designed by Siegwark USA Inc staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>	<b>\$16,520</b>	<b>\$9,916</b>
Anti-Harassment		
OSHA 10		
Pneumatics.		
Excel training		
<b>II. Management/Supervisory Skills</b>	<b>\$6,450</b>	<b>\$6,450</b>
Legal Aspects of Management		
Leadership Day		
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$3,446</b>	<b>\$3,446</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$26,416</b>	<b>\$19,812</b>

The training began 11/11/21\_\_ with completion anticipated by 11/10/22 \_\_. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 8 unduplicated employees and will show, at the completion of the contract, \$6,604 in cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m., at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton, Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

\* \* \* \* \*

*Joe Pugal*

\_\_\_\_\_  
President of the Board of the Directors

Attest:

*Sm Fallow*

\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND CENTRAL IOWA TELEVISIONING LLC**

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

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

**WHEREAS**, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$17,757; and

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

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

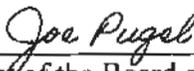
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

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

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

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
Secretary of the Board of Directors

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of 3-14-22 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Central Iowa Televising L.L.C., McCallsburg, IA, (the "Business" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

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

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

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

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

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

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

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

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

**ARTICLE III  
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$17,757 (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

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

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

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

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

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

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

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

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

**ARTICLE VI  
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

Section 8.8. Whenever an event of default has occurred and is unresolved, the Community College may engage a collection agency for appropriate collection action.

#### **ARTICLE VII MISCELLANEOUS**

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

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

Business: Central Iowa Televising L.L.C.  
180 1<sup>st</sup> St.  
McCallsburg, IA 50154

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

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

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

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

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

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

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

Des Moines Area Community College  
Community College

Central Iowa Televising  
Business

*Joe Pugel*

*Kevin Jacobson*

Authorized Signature

Authorized Signature

Joe Pugel, Board President

*Kevin Jacobson CEO*

Type Name and Title

Type Name and Title

*kevin.j.cit@gmail.com*  
Email Address

2006 South Ankeny Blvd.

*530 Dubois Ave. Box 203*

Ankeny, IA 50023

*McCallsburg, IA 50154*

Address

Address

3/14/22

*2-2-22*

Date

Date

**Training Plan and Budget  
Central Iowa Televising  
WTED Project #4**

The following Training Plan reflects the expected training activities for *Central Iowa Televising*. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by *Central Iowa Televising* staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b> * Safety Training	<b>\$21,060</b>	<b>\$14,598</b>
<b>IV. Administrative Costs</b>	<b>\$3,159</b>	<b>\$3,159</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$24,219</b>	<b>\$17,757</b>

The training will begin after February 3, 2022 with completion anticipated by February 2, 2023. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 10 unduplicated employees and will show, at the completion of the contract, **\$6,462** in-kind cash match. This match will be linked to the training as outlined in this plan.

Newton, Iowa  
March 14, 2022

The Board of Directors of the Des Moines Area Community College (Merged Area XI) in the Counties of Adair, Audubon, Boone, Carroll, Cass, Clarke, Crawford, Dallas, Greene, Guthrie, Hamilton, Hardin, Jasper, Lucas, Madison, Mahaska, Marion, Marshall, Polk, Poweshiek, Shelby, Story and Warren, State of Iowa met in regular session on the 14th day of March, 2022, at 4:00 p.m., at the Newton Campus, 600 N. 2<sup>nd</sup> Avenue West, Room 210A, Newton, Iowa 50208. 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 checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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

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

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

\* \* \* \* \*

Joe Pugel  
President of the Board of the Directors

Attest:

Sm Fallow  
Secretary of the Board of Directors

## RESOLUTION

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT TRAINING CONTRACT BETWEEN THE COLLEGE AND UNITED SERVICES OF DES MOINES LLC**

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

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

**WHEREAS**, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$9,358; and

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

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

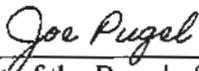
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

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

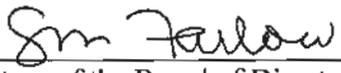
Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

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

Passed and approved this 14th day of March, 2022.

  
\_\_\_\_\_  
President of the Board of Directors

ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF JASPER                )

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 March 14, 2022, 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 14th day of March, 2022.

  
\_\_\_\_\_  
Secretary of the Board of Directors

# WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of March 14, 2022 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and United Services of Des Moines, LLC Des Moines, Iowa, (the "Business" and its location), is entered into under the following circumstances:

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

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

## ARTICLE I REPRESENTATIONS

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

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

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

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Business to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Business's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Business is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Business and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Business.
- (C) There is no threatened, pending, or actual litigation or proceeding against the Business or any other person which affects, in any manner whatsoever, the right of the Business to execute the Contract or to otherwise comply with its obligations contained in the Contract.

- (D) The Business is engaged in interstate or intrastate commerce for those purposes allowable under 260C.18A 2.
- (E) The Business, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The Business is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the Business for which the Business pays state withholding tax or in those cases of start-up companies, those receiving the training are owners of the business.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The Business is an equal opportunity Business which complies with all local, state, and federal affirmative action requirements.

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

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

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

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

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

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

**ARTICLE III  
PAYMENT AND SECURITY**

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

Section 3.2. The Business and the Community College agree that the project award, in the amount of \$9,358, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

**ARTICLE IV  
CONTRACT MODIFICATION**

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

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

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

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

)

;

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

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

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

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

**ARTICLE VI  
EVENTS OF DEFAULT**

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

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

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

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

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

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

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

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

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

**ARTICLE VII  
MISCELLANEOUS**

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

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

Business: United Services of Des Moines LLC  
3150 SE Gateway Drive  
Grimes, IA 50111

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

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

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

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

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of

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

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

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

Des Moines Area Community College  
Community College

Joe Pugel  
Authorized Signature

Joe Pugel, Board President  
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023  
Address

3/14/22  
Date

United Services of Des Moines LLC  
Business

[Signature]  
Authorized Signature

Kent McMillan, President  
Type Name and Title

kentm@restore4u.com  
Email Address

3150 SE Gateway Drive

Grimes, IA 50111  
Address

2/09/22  
Date

**Training Plan and Budget  
For United Services of Des Moines LLC  
WTED Project 2**

The following Training Plan reflects the expected training activities for United Services of Des Moines LLC. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses. This training plan has been designed by United Services of Des Moines LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>WTED Cost</b>
<b>I. Job Skill Training</b>		
Process Mapping Kaizen Event and 3 months CI Consulting.	<b>\$10,850</b>	<b>\$7,730</b>
<b>II. Management/Supervisory Skills</b>	<b>\$0</b>	<b>\$0</b>
<b>III. Materials and Supplies</b>		
<b>IV. Administrative Costs</b>	<b>\$1,628</b>	<b>\$1,628</b>
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.		
<b>Total</b>	<b>\$12,478</b>	<b>\$9,358</b>

The training began 4/30/2022 with completion anticipated by 4/29/2023. Upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of WTED, DMACC and this training plan will be made on an applied for basis.

The company will train at least 15 unduplicated employees and will show, at the completion of the contract, \$3,120 in cash match. This match will be linked to the training as outlined in this plan.

# Des Moines Area Community College



## **FINANCIAL STATEMENTS FOR FEBRUARY 28, 2022 AND THE EIGHT MONTHS THEN ENDED**

## **DMACC Fund Descriptions**

### **Fund 1 – General Unrestricted Fund**

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

### **Fund 2 – General Restricted Fund**

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

### **Fund 3 – Auxiliary Fund**

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

### **Fund 4 – Agency Fund**

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

### **Fund 5 – Scholarship Fund**

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

### **Fund 6 – Loan Fund**

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

### **Fund 7 – Plant Fund**

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

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
TABLE OF CONTENTS**

**FINANCIAL STATEMENTS & ATTACHMENTS:**

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

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



**Ben Voaklander, Controller**

**Des Moines Area Community College  
Balance Sheet  
February 28, 2022**

<b>ASSETS</b>	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Current Assets:</b>								
Cash in Banks and Investments	18,133,904	\$ 70,695,493	\$ 4,136,473	\$2,714,897	\$ (287,811)	\$ 59,133	\$ 10,489,567	\$ 105,941,656
Accounts Receivable	7,895,686	63,442,538	92,816	-	83,485	-	1,342,202	72,856,727
Student Loans	-	-	-	-	-	8,691	-	8,691
Deposits & Prepaid Expenses	126,935	247,147	24,808	-	-	-	-	398,890
Inventories	20,348	-	249,666	-	-	-	-	270,014
Total Current Assets	26,176,873	134,385,178	4,503,763	2,714,897	(204,326)	67,824	11,831,769	179,475,978
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	272,907,057	272,907,057
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	20,428,864	20,428,864
Accumulated Depreciation	-	-	-	-	-	-	(100,245,596)	(100,245,596)
Total Fixed Assets	-	-	-	-	-	-	193,090,325	193,090,325
<b>TOTAL ASSETS</b>	<b>\$ 26,176,873</b>	<b>\$ 134,385,178</b>	<b>\$ 4,503,763</b>	<b>\$2,714,897</b>	<b>\$ (204,326)</b>	<b>\$ 67,824</b>	<b>\$ 204,922,094</b>	<b>\$ 372,566,303</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$ 4,642,941	\$ 2,907,992	\$ 118,293	\$ 53,260	\$ -	\$ -	\$ 275,969	\$ 7,998,455
Long Term Liabilities	1,980,000	2,062,357	94,000	-	-	-	4,512,896	8,649,253
Certificates/Bonds Payable	-	66,600,000	-	-	-	-	45,425,000	112,025,000
Health & Dental Liabilities	-	8,678,816	-	-	-	-	-	8,678,816
Deferred Revenue	9,424,256	48,995,789	100,500	-	-	-	-	58,520,545
Deposits Held in Custody for Others	21,970	-	-	2,661,637	-	-	-	2,683,607
Total Liabilities	16,069,167	129,244,954	312,793	2,714,897	-	-	50,213,865	198,555,676
<b>Fund Balance:</b>								
Unrestricted	10,107,706	-	4,190,970	-	-	-	-	14,298,676
Restricted-Specific Purposes	-	5,140,224	-	-	(204,326)	67,824	7,042,904	12,046,626
Net Investment in Plant	-	-	-	-	-	-	147,665,325	147,665,325
Total Fund Balance	10,107,706	5,140,224	4,190,970	-	(204,326)	67,824	154,708,229	174,010,627
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$ 26,176,873</b>	<b>\$ 134,385,178</b>	<b>\$ 4,503,763</b>	<b>\$2,714,897</b>	<b>\$ (204,326)</b>	<b>\$ 67,824</b>	<b>\$ 204,922,094</b>	<b>\$ 372,566,303</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Eight Months Ended February 28, 2022**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 33,886,466	\$ 652,024	\$ 287,526	\$ 272,255	\$ -	\$ -	\$ -	\$ 35,098,270
Local Support (Property Taxes)	5,903,154	7,945,426	-	-	-	-	5,914,182	19,762,761
State Support	24,423,249	6,322,713	4,100	-	-	-	400,000	31,150,062
Federal Support	90,143	24,539,432	-	487,607	12,542,197	-	-	37,659,380
Sales and Services	302,351	-	1,817,547	3,188	-	-	60,909	2,183,994
Training Revenue / ACE	-	8,947,077	-	-	-	-	-	8,947,077
Other Income	1,279,722	6,762,962	2,193,638	743,089	-	-	880,978	11,860,389
<b>Total Revenue</b>	<b>65,885,085</b>	<b>55,169,633</b>	<b>4,302,810</b>	<b>1,506,138</b>	<b>12,542,197</b>	<b>-</b>	<b>7,256,068</b>	<b>146,661,933</b>
<b>Transfers In - General</b>	<b>6,977,199</b>	<b>300,070</b>	<b>2,321,091</b>	<b>106,286</b>	<b>276,425</b>	<b>5,000</b>	<b>1,866,534</b>	<b>11,852,608</b>
<b>Total Revenue and Transfers in</b>	<b>\$ 72,862,284</b>	<b>\$ 55,469,703</b>	<b>\$ 6,623,902</b>	<b>\$ 1,612,425</b>	<b>\$ 12,818,622</b>	<b>\$ 5,000</b>	<b>\$ 9,122,602</b>	<b>\$ 158,514,539</b>
<b>Expenditures:</b>								
Instruction	\$ 39,442,539	\$ 13,216,703	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 52,659,241
Academic Support	9,366,229	-	-	-	-	-	-	9,366,229
Student Services	8,733,025	725,301	-	-	-	-	-	9,458,325
Institutional Support	9,520,499	22,274,054	-	-	-	-	-	31,794,553
Operation and Maintenance of Plant	6,140,304	9,869,249	-	-	-	-	-	16,009,554
Auxiliary Enterprise Expenditures	-	-	4,879,999	-	-	-	-	4,879,999
Scholarship Expense	-	-	-	-	13,335,498	-	-	13,335,498
Loan Fund Expense	-	-	-	-	-	(5,524)	-	(5,524)
Plant Fund Expense	-	-	-	-	-	-	7,806,810	7,806,810
Agency Fund Expense	-	-	-	1,306,236	-	-	-	1,306,236
<b>Total Expenditures</b>	<b>73,202,596</b>	<b>46,085,307</b>	<b>4,879,999</b>	<b>1,306,236</b>	<b>13,335,498</b>	<b>(5,524)</b>	<b>7,806,810</b>	<b>146,610,922</b>
<b>Transfers Out - General</b>	<b>2,045,312</b>	<b>9,128,193</b>	<b>500,621</b>	<b>173,708</b>	<b>4,772</b>	<b>-</b>	<b>-</b>	<b>11,852,606</b>
<b>Total Expenditures and Transfers Out</b>	<b>75,247,908</b>	<b>55,213,500</b>	<b>5,380,620</b>	<b>1,479,945</b>	<b>13,340,270</b>	<b>(5,524)</b>	<b>7,806,810</b>	<b>158,463,528</b>
<b>Net increase (Decrease) for the Period</b>	<b>(2,385,623)</b>	<b>256,203</b>	<b>1,243,282</b>	<b>132,480</b>	<b>(521,647)</b>	<b>10,524</b>	<b>1,315,793</b>	<b>51,011</b>
<b>Fund Balance at Beginning of Year (Preliminary)</b>	<b>12,493,329</b>	<b>4,884,021</b>	<b>2,947,688</b>	<b>2,059,501</b>	<b>317,321</b>	<b>57,300</b>	<b>153,392,436</b>	<b>176,151,596</b>
<b>Fund Balance at End of Period</b>	<b>\$ 10,107,706</b>	<b>\$ 5,140,224</b>	<b>\$ 4,190,970</b>	<b>\$ 2,191,981</b>	<b>\$ (204,326)</b>	<b>\$ 67,824</b>	<b>\$ 154,708,229</b>	<b>\$ 176,202,607</b>
<b>Fund Balance Reserve Ratio &gt; 8.3%</b>	<b>8.7%</b>							

**DES MOINES AREA COMMUNITY COLLEGE  
INVESTMENT RECAP  
February 28, 2022**

**DEPOSITORY ACCOUNTS**

<u>Bank</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bankers Trust	\$ 33,228,323	0.10%	Money Market
United Bank of Iowa	\$ 580,772	0.15%	Money Market
Various Checking Accounts	\$ 226,162	0.15%	Checking Accounts
Sub Total	\$ 34,035,257		

**DMACC INVESTMENTS**

<u>Bank</u>	<u>Purchase Date</u>	<u>Amount</u>	<u>Rate</u>	<u>Maturity</u>
Bank Iowa		\$ 9,986,699	0.20%	Investment Account
Bank of the West		\$ 566,972	0.12%	Checking Accounts
United Bank of Iowa		\$ 2,500,000	0.30%	CD Investment (4/22)
United Bank of Iowa		\$ 2,000,000	0.40%	CD Investment (10/22)
West Bank		\$ 59,480	0.10%	Investment Account
Wells Fargo		\$ 657,838	0.03%	Investment Account
Sub Total		\$ 15,770,989		

**ISJIT INVESTMENTS**

Green State (Collateralized)	\$ 10,662,407	0.15%	Money Market
Bankers Trust - Des Moines Money Market	\$ 9,171,005	0.10%	Money Market
Community State Bank	\$ 19,972,605	0.24%	Money Market
ISJIT Diversified Fund	\$ 16,308,393	0.01%	Money Market
Total ISJIT Investments	\$ 56,135,410		

Grand Total of Investments	\$ 105,941,656		
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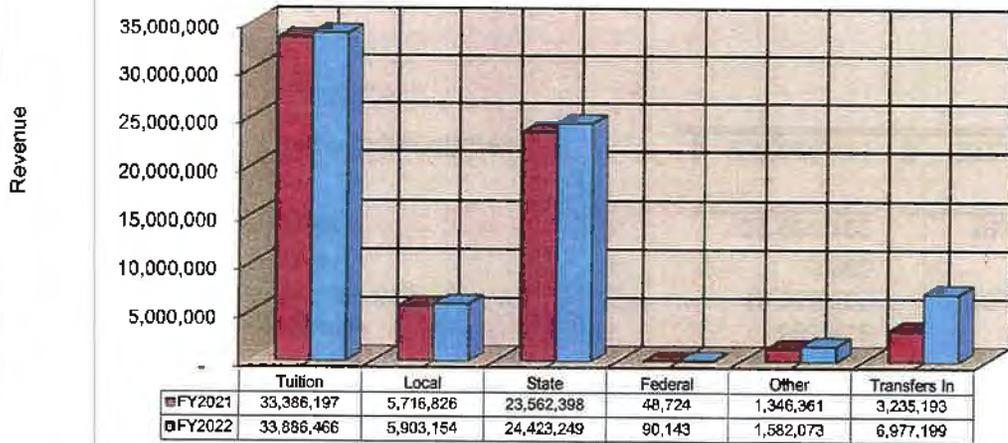
Grand Total Weighted Average of Investments	0.14%
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**Des Moines Area Community College  
Fiscal Year Ending June 30, 2022 Budget Report  
Summary by Fund (All Funds)  
For the Eight Months Ended February 28, 2022**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 115,406,999	\$ 116,098,216	\$ 72,862,284		\$ 43,235,932
Restricted Current	2	96,131,188	98,919,219	55,469,703		43,449,516
Auxiliary	3	6,493,053	6,106,053	6,623,902		(517,849)
Agency	4	647,841	647,841	1,612,425		(964,584)
Scholarship	5	16,900,500	16,900,500	12,818,622		4,081,878
Loan	6	5,000	5,000	5,000		-
Plant	7	22,998,748	24,548,748	9,122,602		15,426,146
<b>Total Revenue</b>		<b>\$ 258,583,329</b>	<b>\$ 263,225,577</b>	<b>\$ 158,514,539</b>		<b>\$ 104,711,038</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 115,390,938	\$ 116,185,891	\$ 75,247,908	\$ 22,406,833	\$ 18,531,150
Restricted Current	2	95,593,230	103,138,388	55,213,500	6,162,435	41,762,453
Auxiliary	3	6,550,835	6,781,660	5,380,620	1,015,673	385,367
Agency	4	585,816	585,816	1,479,945	6,660	(900,789)
Scholarship	5	16,958,500	16,943,500	13,340,270		3,603,230
Loan	6	5,000	5,000	(5,524)		10,524
Plant	7	22,936,102	19,245,970	7,806,810	3,425,313	8,013,847
<b>Total Expenditures</b>		<b>\$ 258,020,421</b>	<b>\$ 262,886,225</b>	<b>\$ 158,463,528</b>	<b>\$ 33,016,914</b>	<b>\$ 71,405,783</b>

**Des Moines Area Community College  
Revenue/Expense Comparison With Prior Year  
For the Eight Months Ended February 28, 2022**

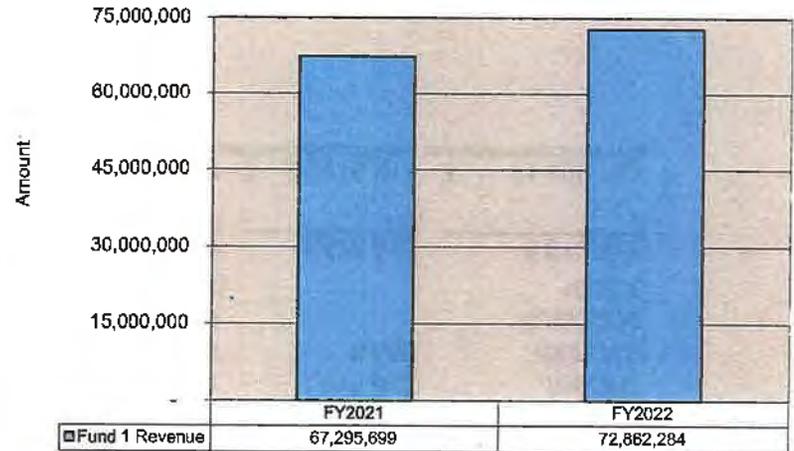
**Fund 1 Revenue  
February 28, 2022**



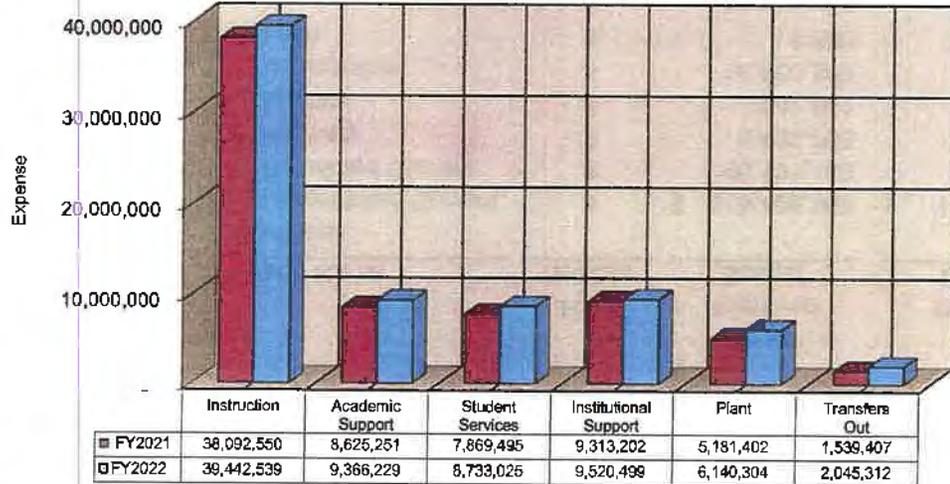
Source

**Tuition Increase 1.50%**  
**Overall Increase 8.27%**

**Fund 1 Revenue  
February 28, 2022**



**Fund 1 Expense Comparison by Function  
February 28, 2022**



Function

**Overall Increase 6.55%**

**Fund 1 Expense  
February 28, 2022**

