

Des Moines Area Community College

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Board of Directors Meeting Minutes

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9-10-2024

Board of Directors Meeting Minutes (September 10, 2024), file 1

DMACC

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Joint Des Moines Area Community College and Heartland AEA Board of Directors' Meeting

Date: Tuesday, September 10, 2024

Time: 3:00 – 4:00 p.m.

Location: Heartland AEA
6500 Corporate Drive, Johnston
Conference Rooms 107A/B

AGENDA

- I. Introductions and Roll Call 5 min.
 - Margaret Borgen, President, Heartland AEA
 - Joe Pugel, Chair, DMACC

- II. Approval of Agenda

- III. DMACC Updates 20-25 min.
 - Rob Denson, President, DMACC

- IV. Heartland AEA Updates 20-25 min.
 - Dr. Cindy Yelick, Chief Administrator, Heartland AEA

- V. Adjourn 5 min.

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

JOINT MEETING WITH
HEARTLAND AEA 11
September 10, 2024

A special meeting of the Des Moines Area Community College Board of Directors was held in Conference Rooms 107A/B at Heartland AEA, 6500 Corporate Drive in Johnston on September 10, 2024. Board Chair Joe Pugel called the meeting to order at 3:01 p.m.

ROLL CALL

DMACC Board Members present: Felix Gallagher, Jim Gossett, Kevin Halterman, Cheryl Langston, Joe Pugel. Board Members connected electronically: Fred Greiner. Absent: Angela Jackson, Denny Presnall and Madelyn Tursi. President Rob Denson and Board Secretary Carolyn Farlow were also present.

Heartland AEA Board Members Present: Ms. Margaret Borgen, Mr. John Kinley, Ms. Tiara Mays-Sims, Dr. Steve Rose, and Ms. Margie Schwenk. Absent: Ms. Liz Brennan, Mr. Pete Evans, Mr. Alex Piedras and Ms. Kelly Simmons. Heartland AEA Administrative Staff Present: Ms. Jenny Ugolini and Dr. Cindy Yelick.

CONSIDERATION OF
AGENDA

Rose moved; seconded by Gossett to approve the agenda. Motion passed unanimously. Aye – Gallagher, Gossett, Greiner, Halterman, Langston, Pugel.

DMACC AND HEARTLAND
UPDATES

DMACC President Rob Denson provided an overview of progress made on DMACC's strategic plan, including enrollment, demographics, Guided Pathways, AI curriculum, Facilities Master Plan and capital projects across the district.

Heartland AEA Chief Administrator Cindy Yelick presented information regarding the implications of House File 2612. Heartland AEA has historically provided educational, media and special education services to districts at no cost but now they provide services for a fee. After this transitional year, 100% of educational and media services funds will go directly to each school district. School districts will also receive special education funds with the caveat that a certain percentage must be spent with their AEA. Throughout this period of change, Heartland AEA continues to focus on the student and what is best for each of them.

ADJOURN

Langston moved to adjourn; seconded by Halterman. Motion passed unanimously and at 3:57 p.m., Board Chair Pugel adjourned the meeting. Aye – Gallagher, Gossett, Greiner, Halterman, Langston, Pugel.

Signed by:
Joe Pugel
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JOE PUGEL, Board Chair

DocuSigned by:
Sm Farlow
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CAROLYN FARLOW, Board Secretary

Board of Directors
Des Moines Area Community College

Regular Board Meeting

September 10, 2024 – Immediately following Joint Meeting with Heartland AEA

Heartland AEA
6500 Corporate Drive, Johnston

Conference Rooms 107A/B

Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentations: James Thompson; Music Program

Debbie Kepple-Mamros; Update on Strategic Goals/Outcomes
6. Consent Items.
 - a. Consideration of minutes from August 12, 2024 Board Retreat and Regular Board Meeting.
 - b. Human Resources report.
 - c. Consideration of payables.
7. Board Report 24-065. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Barilla America, Inc., Project #1.**
8. Board Report 24-066. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kemin Industries, Inc., Project #4.**
9. Board Report 24-067. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kinzler Construction Services, Inc., Project #2.**

10. Board Report 24-068. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Perfection Learning Corporation, Project #9.**
11. Board Report 24-069. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schafer Systems, Inc., Project #1.**
12. Board Report 24-070. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schuring & Uitermarkt, PC, Project #4.**
13. Board Report 24-071. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **United Services of Des Moines, Inc., Project #1.**
14. Board Report 24-072. 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 **Doll Distributing, LLC, Project #1.**
15. Board Report 24-073. 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 **KRM Development LLC, Project #6.**
16. Board Report 24-074 A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$75,000** aggregate principal amount of New Jobs Training Certificates (**AA&E Hauling LLC, #1**) of the Des Moines Area Community College.
17. Board Report 24-075. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$255,000** aggregate principal amount of New Jobs Training Certificates (**Continental Manufacturing Chemist, Inc. #1**) of the Des Moines Area Community College.
18. Board Report 24-076. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$215,000** aggregate principal amount of New Jobs Training Certificates (**DCI Group, Inc. #1**) of the Des Moines Area Community College.

19. Board Report 24-077. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$120,000** aggregate principal amount of New Jobs Training Certificates (**Innovative Injection Technologies, Inc. #4**) of the Des Moines Area Community College.
20. Board Report 24-078. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$615,000** aggregate principal amount of New Jobs Training Certificates (**Kline Electric, Inc. #1**) of the Des Moines Area Community College.
21. Presentation of financial report.
22. President's Report.
23. Campus Updates/Academic Pathway Updates.
24. Committee Reports.
25. Board Members' Reports.
26. Information Items:
 - October 14 – Meeting, Boone; 4:00 p.m.
 - October 23-26 – ACCT Congress; Seattle
 - October 25 – DMAACC In-service Day
27. Closed Session – Code Section 21.5(1)(i).
28. Return to Open Session.
29. Action Item: Approval of College President's FY25 Salary.
30. Adjourn.

Board of Directors
Des Moines Area Community College

REGULAR MEETING September 10, 2024	The regular meeting of the Des Moines Area Community College Board of Directors was held in Conference Rooms 107A/B at Heartland AEA, 6500 Corporate Drive in Johnston on September 10, 2024. Board Chair Joe Pugel called the meeting to order at 4:04 p.m.
ROLL CALL	Members present: Felix Gallagher, Jim Gossett, Kevin Halterman, Cheryl Langston and Joe Pugel. Members connected via telenet: Fred Greiner and Madelyn Tursi. Members Absent: Angela Jackson and Denny Presnall. Others present: Rob Denson, President; Carolyn Farlow, Board Secretary; Bill LaTour, Board Treasurer; faculty and staff.
CONSIDERATION OF AGENDA	Gallagher moved; seconded by Langston to approve the agenda. Motion passed unanimously. Aye- Gallagher, Gossett, Greiner, Halterman, Langston, Pugel, Tursi. Nay-none.
PUBLIC COMMENTS	None.
PRESENTATIONS	James Thompson, Music Professor, presented information regarding performance-based music courses and academic music courses. The music program has seen increased enrollment in the past few years and has transfer partnerships with a variety of colleges and universities. Thompson introduced Simon Estes, Visiting Professor of Music, who spoke about the importance of music and how it can break down barriers as an international language. DMACC student Charlotte Proctor, lead in the Des Moines Playhouse production of Beautiful and winner of The Clovis Award, performed "You've Got a Friend" and "Climb Every Mountain". Debbie Kepple-Mamros, Executive Director of the Office of Planning, Assessment and Data, provided an update on strategic plan accomplishments at the College, including increased number of full-time students, increased retention, building dashboards in Edify, and approval of the Facilities Master Plan. Next steps in the strategic planning process are the production of annual reports by department and quarterly Strategic Plan Updates to be distributed to all employees.
CONSENT ITEMS	Halterman moved; seconded by Gossett to approve the consent items: a) Minutes from the August 12, 2024 Board Retreat and Regular Board Meeting; b) Human Resources Report and Addendum (Attachment #1) and c); Payables (Attachment #2). Motion passed unanimously. Aye- Gallagher, Gossett, Greiner, Halterman, Langston, Pugel, Tursi. Nay-none.

APPROVE RETRAINING OR
TRAINING AGREEMENTS

Halterman moved; seconded by Gallagher to approve Items #7 through #15 as one consent item. Motion passed on a roll call vote. Aye- Gallagher, Gossett, Greiner, Halterman, Langston, Pugel, Tursi. Nay-none.

*Barilla America, Inc.,
Project #1*

Board Report 24-065. Attachment #3. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Barilla America, Inc., Project #1.**

*Kemin Industries, Inc.,
Project #4*

Board Report 24-066. Attachment #4. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kemin Industries, Inc., Project #4.**

*Kinzler Construction
Services, Inc., Project #2*

Board Report 24-067. Attachment #5. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Kinzler Construction Services, Inc., Project #2.**

*Perfection Learning
Corporation, Project #9*

Board Report 24-068. Attachment #6. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Perfection Learning Corporation, Project #9.**

*Schafer Systems, Inc.,
Project #1*

Board Report 24-069. Attachment #7. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schafer Systems, Inc., Project #1.**

*Schuring & Uitermarkt, PC,
Project #4*

Board Report 24-070. Attachment #8. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **Schuring & Uitermarkt, PC, Project #4.**

*United Services of Des
Moines, Inc., Project #1*

Board Report 24-071. Attachment #9. A resolution approving the form and content and execution and delivery of a Retraining or Training Agreement under **Chapter 260F**, Code of Iowa, for **United Services of Des Moines, Inc., Project #1.**

*Doll Distributing, LLC,
Project #1*

Board Report 24-072. Attachment #10. 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 **Doll Distributing, LLC, Project #1.**

*KRM Development LLC,
Project #6*

Board Report 24-073. Attachment #11. 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 **KRM Development LLC, Project #6.**

APPROVE NEW JOBS
TRAINING CERTIFICATES

Gossett moved; seconded by Langston to approve Items #16 through #20 as one consent item. Motion passed on a roll call vote. Aye- Gallagher, Gossett, Greiner, Halterman, Langston, Pugel, Tursi. Nay-none.

AA&E Hauling LLC, #1

Board Report 24-074 Attachment #12. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$75,000** aggregate principal amount of New Jobs Training Certificates (**AA&E Hauling LLC, #1**) of the Des Moines Area Community College.

Continental Manufacturing Chemist, Inc. #1

Board Report 24-075. Attachment #13. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$255,000** aggregate principal amount of New Jobs Training Certificates (**Continental Manufacturing Chemist, Inc. #1**) of the Des Moines Area Community College.

DCI Group, Inc. #1

Board Report 24-076. Attachment #14. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$215,000** aggregate principal amount of New Jobs Training Certificates (**DCI Group, Inc. #1**) of the Des Moines Area Community College.

Innovative Injection Technologies, Inc. #4

Board Report 24-077. Attachment #15. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$120,000** aggregate principal amount of New Jobs Training Certificates (**Innovative Injection Technologies, Inc. #4**) of the Des Moines Area Community College.

Kline Electric, Inc. #1

Board Report 24-078. Attachment #16. A resolution approving the form and content and execution and delivery of a New Jobs Training Agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the insurance of New Jobs Training Certificates, directing the publication of a Notice of Intention to Issue not to exceed **\$615,000** aggregate principal amount of New Jobs Training Certificates (**Kline Electric, Inc. #1**) of the Des Moines Area Community College.

FINANCIAL REPORT

Ben Voaklander, Controller, presented the monthly financial report for the two months ending August 31, 2024 as shown in Attachment #17 to these minutes.

CAMPUS
UPDATES/ACADEMIC
PATHWAY UPDATES

The following provided updates on activities and events at their campus/pathway: Kristin Brookover, Jeanie McCarville Kerber, Bill Peters, Jen Wollesen and Abby Zegers.

COMMITTEE REPORTS

Board Vice President Halterman stated that the Large Projects Committee met recently to review plans for the Diesel Building. It is impossible to move that program to another location; more details will be presented to the Board in October. Halterman also stated that the Audit Committee will meet soon.

Board President Joe Pugel reported that the President's Review Committee met earlier today. They will provide an update the Board during Closed Session.

CLOSED SESSION

Gallagher moved; seconded by Gossett to hold a Closed Session as provided in Section 21.5(1)(i) of the Open Meetings Law to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session.

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

RETURN TO OPEN SESSION

The Board returned to Open Session at 5:32 p.m.

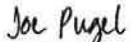
ACTION ITEM

Pugel moved; seconded by Halterman to approve the President's contract for the July 1, 2024 to June 30, 2025 period at \$375,932, with salary increase to be retroactive to July 1, 2024.


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

ADJOURN

Halterman moved to adjourn; seconded by Gallagher. Motion passed unanimously and at 5:34 p.m., Board Chair Pugel adjourned the meeting. Aye- Gallagher, Gossett, Greiner, Halterman, Langston, Pugel, Tursi. Nay-none.

Signed by:

551857053ADE46C

JOE PUGEL, Board Chair

DocuSigned by:

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CAROLYN FARLOW, Board Secretary



BOARD REPORT

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

Date: September 10, 2024

Pages: 1

AGENDA ITEM

Human Resources Report

BACKGROUND

I. Replacement Position

- 1. Shelley, Michael**
Instructor, CAD Technology
Ankeny Campus
Annual Salary: \$64,203
Effective: 08/19/2024

- 2. Soloy, William**
Instructor, English
Carroll Campus
Annual Salary: \$67,476
Effective: 08/14/2024

RECOMMENDATION

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

Robert J. Denson, President



BOARD REPORT

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

Date: September 10, 2024

Pages: 2

ADDENDUM

Human Resources Report

BACKGROUND

I. Replacement Position

1. Kloster, Paige

Coordinator, Adult Education and Literacy (Specially Funded)
Urban Campus
Annual Salary: \$77,530
Effective: 09/16/2024
Continuing Contract Admin Professional (Specially Funded)

II. Early Retirement

1. Bullard, Rodd

Professor, Computer Science
Ankeny Campus
Effective: January 1, 2025

2. Butler, Laura

Payroll Assistant
Ankeny Campus
Effective: January 1, 2025

3. Callahan, Tim

Supervisor, Network Systems Analyst
Ankeny Campus
Effective: January 1, 2025

4. Card, Lori

Pathway Navigator
Ankeny Campus
Effective: January 1, 2025

5. Cozad, Jeania

Administrative Assistant 2
Ankeny Campus
Effective: January 1, 2025

- 6. Funke, Rebecca**
Director, Library Services
Ankeny Campus
Effective: January 1, 2025

- 7. Gullion, Jeff**
Professor, Web Development & Design
Ankeny Campus
Effective: January 1, 2025

- 8. Haefner, Carolyn**
Compliance Officer
Ankeny Campus
Effective: January 1, 2025

- 9. Rasmussen, Ned**
Professor, Building Trades
Ankeny Campus
Effective: January 1, 2025

- 10. Tim, Pheap**
Custodian
Urban Campus
Effective: January 1, 2025

- 11. Tripp, Teresa**
Student Services Specialist
Newton Campus
Effective: January 1, 2025

- 12. White, Carol Renee**
Professor, Civil Engineering Technology
Boone Campus
Effective: January 1, 2025

RECOMMENDATION

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

Robert J. Denson, President

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
DMACC Child Care	701842	\$2,962.25	\$2,962.25	2299	Payroll Office	Other Employee Deduc
10ZIG Technology Inc	701850	\$4,704.30	\$4,704.30	6323	Technical Update Equ	Minor Equipment
Aladtec, LLC	701855	\$4,725.00	\$4,725.00	6324	Security & Safety	Computer Software
Alfred's Carpet & Decorat	701856	\$10,596.73	\$991.75	6323	Equipment Replacemen	Minor Equipment
			\$9,604.98	6323	Equipment Replacemen	Minor Equipment
All Makes Office Interior	701857	\$79,292.71	\$3,827.47	6322	Dean, Business & Inf	Materials & Supplies
			\$485.76	6322	Dean, Business & Inf	Materials & Supplies
			\$37,286.25	6323	Equipment Replacemen	Minor Equipment
			\$13,634.73	6323	Equipment Replacemen	Minor Equipment
			\$24,058.50	6323	Equipment Replacemen	Minor Equipment
Alliant Energy	701858	\$33,904.82	\$16,514.29	6190	Utilities	Utilities
			\$13,688.65	6190	Utilities	Utilities
			\$2,105.79	6190	Utilities	Utilities
			\$70.38	6190	Utilities	Utilities
			\$377.49	6190	Utilities	Utilities
			\$747.89	6190	Utilities	Utilities
			\$400.33	6190	Utilities	Utilities
Arnold Motor Supply	701865	\$2,683.55	\$250.58	6322	Auto Body	Materials & Supplies
			\$17.77	6322	Auto Body	Materials & Supplies
			\$29.34	6322	Auto Body	Materials & Supplies
			\$115.56	6322	Auto Body	Materials & Supplies
			\$11.50	6322	Auto Body	Materials & Supplies
			\$813.21	6322	Auto Body	Materials & Supplies
			\$75.99	6322	Auto Body	Materials & Supplies
			\$79.39	6322	Auto Body	Materials & Supplies

#2

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Arnold Motor Supply	701865	\$2,683.55	\$190.15	6322	Auto Body	Materials & Supplies
			\$930.02	6322	Auto Body	Materials & Supplies
			\$127.00	6322	Auto Body	Materials & Supplies
			\$43.04	6322	Auto Body	Materials & Supplies
Avant-Garde Systems, Inc	701867	\$7,840.00	\$7,840.00	6930	Trail Point-Facility	Other Current Expens
B and C Painting	701868	\$3,000.00	\$3,000.00	6269	Boone Campus Housing	Other Company Servic
Blackbaud	701872	\$30,980.63	\$4,561.06	6324	Non Tort Equip Maint	Computer Software
			\$1,408.23	6324	Non Tort Equip Maint	Computer Software
			\$25,011.34	6324	Non Tort Equip Maint	Computer Software
Capital Sanitary Supply C	701879	\$2,842.26	\$883.26	6410	Custodial	Janitorial Materials
			\$139.00	6410	Custodial	Janitorial Materials
			\$59.46	6410	Custodial	Janitorial Materials
			\$80.74	6410	Trail Point-Facility	Janitorial Materials
			\$996.96	6410	Custodial	Janitorial Materials
			\$185.50	6410	Custodial	Janitorial Materials
			\$100.80	6410	Custodial	Janitorial Materials
			\$5.06	6410	Custodial	Janitorial Materials
			\$80.92	6410	Custodial	Janitorial Materials
\$310.56	6410	Trail Point-Facility	Janitorial Materials			
Cardtronics USA Inc	701880	\$2,750.00	\$2,750.00	6269	Student ID Card Offi	Other Company Servic
Casten, Michael H.	701881	\$25,000.00	\$25,000.00	6015	Softskills Training	Consultant's Fees
Cision US Inc.	701888	\$11,900.00	\$11,900.00	6015	Office of Dir, Marke	Consultant's Fees
City of Ankeny	701889	\$16,803.76	\$28.95	6190	Utilities	Utilities

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
City of Ankeny	701889	\$16,803.76	\$7,073.64	6190	Utilities	Utilities
			\$101.21	6190	Utilities	Utilities
			\$42.24	6190	Utilities	Utilities
			\$101.21	6190	Utilities	Utilities
			\$315.56	6190	Utilities	Utilities
			\$1,086.36	6190	Physical Plant Opera	Utilities
			\$74.63	6190	Utilities	Utilities
			\$2,047.33	6190	Trail Point-Facility	Utilities
			\$919.81	6190	Utilities	Utilities
			\$411.80	6190	Utilities	Utilities
			\$4,018.36	6190	Utilities	Utilities
			\$61.34	6190	Utilities	Utilities
			\$159.87	6190	Utilities	Utilities
			\$38.25	6190	Utilities	Utilities
			\$87.92	6190	Utilities	Utilities
			\$74.63	6190	Utilities	Utilities
\$87.92	6190	Utilities	Utilities			
\$72.73	6190	Utilities	Utilities			
Cordance Operations LLC	701894	\$9,000.00	\$9,000.00	6324	Technical Update Equ	Computer Software
Dell Marketing L P	701898	\$26,237.84	\$26,237.84	6323	WTED-General Exp	Minor Equipment
Des Moines Water Works	701901	\$4,794.77	\$433.36	6190	Utilities	Utilities
			\$817.32	6190	Utilities	Utilities
			\$29.91	6190	Utilities	Utilities
			\$1,275.68	6190	Utilities	Utilities
			\$353.77	6190	Utilities	Utilities
			\$1,810.49	6190	Utilities	Utilities
\$74.24	6190	Utilities	Utilities			
First Choice Distribution	701913	\$29,945.23	\$26,880.00	6322	Copy Center	Materials & Supplies

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
First Choice Distribution	701913	\$29,945.23	\$241.92	6410	Custodial	Janitorial Materials
			\$1,417.64	6410	Custodial	Janitorial Materials
			\$127.96	6410	Custodial	Janitorial Materials
			\$685.23	6410	Custodial	Janitorial Materials
			\$592.48	6410	Custodial	Janitorial Materials
Follett Higher Education	701915	\$239,237.69	\$1,429.87	4550	Web Based/Online Lea	Textbooks
			\$267.70	6322	Dental Hygiene	Materials & Supplies
			\$2,140.01	2019	Follett Bookstore	Accounts Payable Acc
			\$19.86	2019	Follett Bookstore	Accounts Payable Acc
			\$512.26	2019	Follett Bookstore	Accounts Payable Acc
			\$4,484.63	2019	Follett Bookstore	Accounts Payable Acc
			\$57.75	2019	Follett Bookstore	Accounts Payable Acc
			\$122.50	2019	Follett Bookstore	Accounts Payable Acc
			\$31,451.00	2019	Follett Bookstore	Accounts Payable Acc
			\$171,810.17	4550	Web Based/Online Lea	Textbooks
			\$2,869.77	4550	Web Based/Online Lea	Textbooks
			\$1,742.45	4550	Web Based/Online Lea	Textbooks
			\$15,094.07	4550	Web Based/Online Lea	Textbooks
			\$1,759.84	4550	Web Based/Online Lea	Textbooks
			\$1,289.74	6322	PACE Program 260H	Materials & Supplies
			\$289.74	6322	Office of Dean, Indu	Materials & Supplies
			\$50.05	6322	Exercise Science	Materials & Supplies
			\$524.40	6322	Medical Office Speci	Materials & Supplies
			\$195.99	6322	Office of Dir, Marke	Materials & Supplies
			\$148.00	6322	Perry Operations	Materials & Supplies
\$64.67	6322	Student Intramurals	Materials & Supplies			
\$327.00	6322	Water Treatment	Materials & Supplies			
\$2,882.22	6322	Ankeny Career Academ	Materials & Supplies			
Fredrikson & Byron, P.A.	701917	\$11,000.50	\$11,000.50	6013	Office of the Presid	Legal Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Heartland Finishes Inc	701925	\$31,551.48	\$30,603.00	6090	Buildings Equipment	Maintenance/Repair o
			\$948.48	6090	Equipment Replacemen	Maintenance/Repair o
Holmes Murphy & Associat	701928	\$1,566,923.99	\$1,566,923.99	6180	Non Tort Insurance	Insurance
J Lewis Small Co Inc	701935	\$3,222.00	\$3,222.00	6322	Men's Basketball Spe	Materials & Supplies
Legacy Post & Beam, Inc	701936	\$29,632.33	\$29,632.33	6322	Office of Exec Dean,	Materials & Supplies
M.J. Lyman	701939	\$7,062.00	\$7,062.00	7100	Equip Replacement Sc	Equipment
Macerich Southridge Mall	701940	\$8,333.37	\$8,333.37	6210	Plant Operations - S	Rental of Buildings
Marco Inc	701942	\$3,730.24	\$93.26	6322	Dean, Math and Scien	Materials & Supplies
			\$93.26	6322	Office of Controller	Materials & Supplies
			\$93.26	6322	Ames High School	Materials & Supplies
			\$93.26	6322	Urban Copy Usage	Materials & Supplies
			\$93.26	6322	Equip Replacement Co	Materials & Supplies
			\$93.26	6322	Office of Exec Dean,	Materials & Supplies
			\$1,119.07	6060	Non Tort Equip Maint	Maintenance/Repair o
			\$93.25	6322	Transportation Insti	Materials & Supplies
			\$93.25	6322	Urban Copy Usage	Materials & Supplies
			\$93.26	6322	Heavy Diesel Equipme	Materials & Supplies
			\$93.25	6322	Special Needs	Materials & Supplies
			\$93.26	6322	Office of Dir, Marke	Materials & Supplies
			\$93.26	6322	Practical Nursing	Materials & Supplies
			\$93.26	6322	Urban Copy Usage	Materials & Supplies
			\$93.26	6322	Office of Exec Dean,	Materials & Supplies
\$93.26	6322	Mechanical Maintenan	Materials & Supplies			
\$93.26	6322	Office of Exec Dean,	Materials & Supplies			
\$93.26	6322	Equipment Replacemen	Materials & Supplies			

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Marco Inc	701942	\$3,730.24	\$93.26	6322	Mechanical Mainten	Materials & Supplies
			\$93.26	6322	Mechanical Mainten	Materials & Supplies
			\$93.26	6322	Office of Exec Dean,	Materials & Supplies
			\$93.25	6322	Mechanical Mainten	Materials & Supplies
			\$93.25	6322	Office of Exec Dean,	Materials & Supplies
			\$93.25	6322	Office of Exec Dir,	Materials & Supplies
			\$93.25	6322	Dean, Business & Inf	Materials & Supplies
			\$93.25	6322	Culinary Arts	Materials & Supplies
			\$93.25	6322	Office of Exec Dean,	Materials & Supplies
			\$93.25	6322	Office of the Dir, P	Materials & Supplies
			\$93.25	6322	Urban Copy Usage	Materials & Supplies
			MHC Kenworth	701948	\$18,155.67	\$18,155.67
MidAmerican Energy Co	701949	\$135,074.40	\$111,740.64	6190	Utilities	Utilities
			\$3,991.12	6190	Plant Operations-Cap	Utilities
			\$432.43	6190	Plant Operations - S	Utilities
			\$118.51	6190	Dallas County Farm O	Utilities
			\$100.67	6190	Dallas County Farm O	Utilities
			\$6,543.90	6190	Plant Operations - S	Utilities
			\$1,655.38	6190	Plant Operations - S	Utilities
			\$10,491.75	6190	Physical Plant Opera	Utilities
Mollie Frideres	701954	\$8,800.00	\$4,000.00	6015	Softskills Training	Consultant's Fees
			\$2,400.00	6015	Softskills Training	Consultant's Fees
			\$2,400.00	6015	Softskills Training	Consultant's Fees
NAI Electrical Contractor	701957	\$12,258.00	\$2,320.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$4,600.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$2,180.00	6060	Mechanical Mainten	Maintenance/Repair o
			\$3,158.00	6060	Mechanical Mainten	Maintenance/Repair o

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
National Curriculum & Tra	701958	\$14,419.56	\$14,419.56	6520	Driver Improvement B	Purchases for Resale
Nationwide Office Cleaner	701960	\$11,776.00	\$3,496.00	6269	Boone Campus Housing	Other Company Servic
			\$4,416.00	6269	Boone Campus Housing	Other Company Servic
			\$3,864.00	6269	Boone Campus Housing	Other Company Servic
OPN Architects	701968	\$18,668.79	\$18,143.79	7600	Newton Maytag Campus	Buildings and Fixed
			\$525.00	7600	Newton Maytag Campus	Buildings and Fixed
P & M Apparel	701969	\$2,935.74	\$2,935.74	6322	Ankeny Career Academ	Materials & Supplies
Palmer Companies, Inc.	701970	\$25,957.50	\$10,206.00	6269	IWD-Summer Youth Int	Other Company Servic
			\$2,551.50	6269	United Way-Youth Emp	Other Company Servic
			\$10,560.00	6269	IWD-Summer Youth Int	Other Company Servic
			\$2,640.00	6269	United Way-Youth Emp	Other Company Servic
PerkinElmer U.S. LLC	701972	\$7,280.00	\$7,280.00	6269	Mathematics & Scienc	Other Company Servic
Protex Central Inc	701978	\$6,758.00	\$488.00	6269	Transportation Insti	Other Company Servic
			\$90.00	6269	Transportation Insti	Other Company Servic
			\$6,180.00	6269	Security & Safety	Other Company Servic
Safety Professionals LLC	701984	\$13,025.00	\$4,600.00	6015	Manufacturing Skills	Consultant's Fees
			\$7,050.00	6015	Manufacturing Skills	Consultant's Fees
			\$1,375.00	6015	Manufacturing Skills	Consultant's Fees
Sodexo, Inc. & Affiliates	701995	\$5,930.00	\$5,930.00	6269	Upward Bound 2027	Other Company Servic
State Steel Supply Co	701999	\$14,162.45	\$1,150.65	6322	Continuing Ed, Trade	Materials & Supplies
			\$1,200.60	6322	Continuing Ed, Trade	Materials & Supplies
			\$597.00	6322	Welding	Materials & Supplies

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
State Steel Supply Co	701999	\$14,162.45	\$2,065.00	6322	Welding	Materials & Supplies
			\$1,570.25	6322	Welding	Materials & Supplies
			\$2,881.70	6322	Welding	Materials & Supplies
			\$2,676.00	6322	Welding	Materials & Supplies
			\$2,021.25	6322	Welding	Materials & Supplies
Textbooks Outlet	702002	\$5,995.00	\$5,995.00	6322	Web Based/Online-Hig	Materials & Supplies
The Home Loan and Investm	702003	\$3,288.00	\$3,288.00	6180	IA Comm College Athl	Insurance
The Waldinger Corporation	702004	\$28,549.00	\$28,549.00	6090	Equipment Replacemen	Maintenance/Repair o
The Waldinger Corporation	702005	\$157,807.27	\$157,807.27	6090	HVAC Upgrade Project	Maintenance/Repair o
Tri City Ag Supply	702009	\$8,389.73	\$8,389.73	6322	Dallas County Farm O	Materials & Supplies
TSG Server & Storage, Inc	702011	\$30,492.00	\$30,492.00	6269	Technical Update Equ	Other Company Servic
TurnoutRental LLC	702014	\$15,265.00	\$15,265.00	6322	Fire Science Student	Materials & Supplies
USA Today	702019	\$2,530.56	\$2,530.56	6340	Equipment Replacemen	Periodicals
Van Maanen Electric Inc	702023	\$4,558.66	\$3,207.54	6269	Technical Update Equ	Other Company Servic
			\$1,351.12	6269	Technical Update Equ	Other Company Servic
Verizon Wireless	702026	\$6,266.79	\$752.90	6150	Mechanical Maintenanc	Communications
			\$41.44	6150	Work Based Learning	Communications
			\$81.45	6150	Office of Dir, Marke	Communications
			\$41.44	6150	Board of Directors	Communications
			\$103.08	6150	Custodial	Communications
			\$41.44	6150	Office of Exec Dean,	Communications

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Verizon Wireless	702026	\$6,266.79	\$120.03	6150	Office of Exec Dean,	Communications
			\$82.88	6150	Office of Exec Dean,	Communications
			\$40.01	6150	Dental Assistant	Communications
			\$40.01	6150	Dental Hygiene	Communications
			\$40.01	6150	IA DOT Administrativ	Communications
			\$40.01	6150	Civil Engineering Te	Communications
			\$40.03	6150	Early Childhood Educ	Communications
			\$207.20	6150	Economic Development	Communications
			\$80.02	6150	Equipment Replacemen	Communications
			\$41.44	6150	Office of Exec Dir,	Communications
			\$51.54	6150	Grounds	Communications
			\$41.44	6150	Justice Impacted Com	Communications
			\$81.45	6150	Judicial Office	Communications
			\$41.44	6150	Certified Nursing As	Communications
			\$41.44	6150	Newton-Lease Operati	Communications
			\$91.55	6150	Office of the Dir, P	Communications
			\$38.12	6150	Physical Plant Opera	Communications
			\$51.54	6150	Physical Plant Opera	Communications
			\$41.44	6150	Physical Plant Opera	Communications
			\$17.99	6150	Physical Plant Opera	Communications
			\$103.08	6150	Physical Plant Opera	Communications
			\$41.44	6150	Office of the Presid	Communications
			\$40.01	6150	Softball Booster Clu	Communications
			\$41.44	6150	Southridge Miscellan	Communications
			\$40.01	6150	Office of Dir, Stude	Communications
			\$82.88	6150	Trail Point-Facility	Communications
			\$120.03	6150	Volleyball	Communications
			\$41.44	6150	Web Based/Online Lea	Communications
			\$41.44	6150	Workforce Developmen	Communications
			\$824.48	6150	WLAN Support	Communications
			\$92.14	6150	WTED-General Exp	Communications

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Verizon Wireless	702026	\$6,266.79	\$51.54	6150	Carpentry/Paint/Lock	Communications
			\$40.01	6150	AEFLA-Base	Communications
			\$41.44	6150	Office of Exec Dean,	Communications
			\$41.44	6150	IA Voc Rehab-Interme	Communications
			\$122.91	6150	PACE Program 260H	Communications
			\$109.70	6150	Polk County-Health C	Communications
			\$370.10	6150	TSA Officer Educatio	Communications
			\$165.76	6150	Admissions & Recruit	Communications
			\$121.46	6150	Hunziker Career Acad	Communications
			\$454.41	6150	Ankeny Career Academ	Communications
			\$40.01	6150	Boone Athletic Depar	Communications
			\$41.44	6150	Boone Campus Housing	Communications
			\$40.01	6150	Baseball	Communications
			\$40.01	6150	Chrysler Apprentice	Communications
			\$340.92	6150	College & Career Tra	Communications
			\$124.32	6150	Career Advantage-Enr	Communications
			\$40.01	6150	CPI Training	Communications
			\$80.08	6150	Carroll Career Advan	Communications
			\$121.46	6150	Office of Exec Dir,	Communications
			\$40.01	6150	Office of Controller	Communications
Vermeer Corporation	702027	\$21,600.00	\$21,600.00	6269	Continuing Ed, Trade	Other Company Servic
Wex Bank	702031	\$12,006.27	\$285.12	6420	Ankeny Career Academ	Vehicle Materials an
			\$214.21	6420	Building Trades	Vehicle Materials an
			\$5,617.61	6420	Vehicle Pool	Vehicle Materials an
			\$1,525.60	6420	Transportation Insti	Vehicle Materials an
			\$120.65	6420	Auto Service	Vehicle Materials an
			\$1,243.49	6420	Grounds	Vehicle Materials an
			\$1,748.28	6420	Mechanical Maintenan	Vehicle Materials an
			\$22.16	6420	Office of Dir, Marke	Vehicle Materials an

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Wex Bank	702031	\$12,006.27	\$305.53	6420	Office of the Dir, P	Vehicle Materials an
			\$216.46	6420	Physical Plant Opera	Vehicle Materials an
			\$458.62	6420	Physical Plant Opera	Vehicle Materials an
			\$248.54	6420	Non Tort Security In	Vehicle Materials an
Williams Millwork Company	702032	\$2,626.00	\$2,626.00	6460	Equipment Replacemen	Other Materials and
Wolters Kluwer Health, In	702034	\$3,749.00	\$3,749.00	6269	Director, Nursing	Other Company Servic
Wynn O Jones and Associat	702038	\$44,132.00	\$25,503.00	6323	Equipment Replacemen	Minor Equipment
			\$18,629.00	6323	Equipment Replacemen	Minor Equipment
ABC Virtual Communication	702042	\$3,792.21	\$3,102.66	6265	Non Tort Equip Maint	Software Service Agr
			\$689.55	6269	Office of Exec Dir,	Other Company Servic
Access Systems	702043	\$10,855.20	\$538.40	6269	Access Systems #6 26	Other Company Servic
			\$538.40	6269	Access Systems #6 26	Other Company Servic
			\$9,240.00	6269	Access Systems #6 26	Other Company Servic
			\$538.40	6269	Access Systems #6 26	Other Company Servic
Accumold Corporation	702044	\$7,642.24	\$4,263.48	6269	Accu-Mold #11 260E J	Other Company Servic
			\$519.12	6269	Accu-Mold #11 260E J	Other Company Servic
			\$2,859.64	6269	Accu-Mold #11 260E J	Other Company Servic
Albaugh, Christian W.	702046	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Alliant Energy	702048	\$7,988.53	\$1,712.31	6190	Plant Operations, Pe	Utilities
			\$2,500.31	6190	Boone Campus Housing	Utilities
			\$1,148.94	6190	Boone Campus Housing	Utilities
			\$2,626.97	6190	Boone Campus Housing	Utilities

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Amazon	702049	\$2,823.07	\$882.14	6310	Equipment Replacemen	Library Books/Electr
			\$1,925.95	6310	Equipment Replacemen	Library Books/Electr
			\$14.98	6310	Equipment Replacemen	Library Books/Electr
American Heritage Life In	702050	\$5,588.46	\$2,421.24	2288	Payroll Office	Critical Illness Ins
			\$583.98	2287	Payroll Office	Cancer Insurance Pay
			\$2,583.24	2286	Payroll Office	Accident Insurance P
AVI Systems	702055	\$90,359.00	\$90,359.00	6060	Non Tort Equip Maint	Maintenance/Repair o
BSN Sports	702061	\$6,299.27	\$1,103.18	6322	Men's Basketball	Materials & Supplies
			\$167.70	6322	Volleyball	Materials & Supplies
			\$68.95	6322	Men's Basketball	Materials & Supplies
			\$2,479.72	6322	Men's Basketball	Materials & Supplies
			\$2,479.72	6322	Men's Basketball	Materials & Supplies
Capital Sanitary Supply C	702063	\$2,882.78	\$74.67	6410	Custodial	Janitorial Materials
			\$432.00	6410	Plant Operations - S	Janitorial Materials
			\$149.01	6410	Physical Plant Opera	Janitorial Materials
			\$37.70	6410	Physical Plant Opera	Janitorial Materials
			\$146.88	6410	Physical Plant Opera	Janitorial Materials
			\$43.14	6410	Child Care	Janitorial Materials
			\$840.42	6410	Physical Plant Opera	Janitorial Materials
			\$958.96	6410	Physical Plant Opera	Janitorial Materials
			\$200.00	6060	Custodial	Maintenance/Repair o
Casey's Retail Company	702066	\$550,553.82	\$74,617.20	6269	Caseys Retail Co #2	Other Company Servic
			\$34,614.00	6269	Caseys Retail Co #2	Other Company Servic
			\$66,924.00	6269	Caseys Retail Co #2	Other Company Servic
			\$21,538.80	6269	Caseys Retail Co #2	Other Company Servic
			\$29,232.00	6269	Caseys Retail Co #2	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Casey's Retail Company	702066	\$550,553.82	\$12,614.40	6269	Caseys Retail Co #2	Other Company Servic
			\$12,002.40	6269	Caseys Retail Co #2	Other Company Servic
			\$61,538.40	6269	Caseys Retail Co #2	Other Company Servic
			\$3,803.04	6269	Caseys Retail Co #2	Other Company Servic
			\$7,647.13	6269	Caseys Retail Co #2	Other Company Servic
			\$9,629.00	6269	Caseys Retail Co #2	Other Company Servic
			\$6,600.00	6269	Caseys Retail Co #2	Other Company Servic
			\$87,538.93	6269	Caseys Retail Co #2	Other Company Servic
			\$15,000.00	6269	Caseys Retail Co #2	Other Company Servic
			\$23,500.00	6269	Caseys Retail Co #2	Other Company Servic
			\$1,650.00	6269	Caseys Retail Co #2	Other Company Servic
			\$228.52	6269	Caseys Retail Co #2	Other Company Servic
			\$9,691.20	6269	Caseys Retail Co #2	Other Company Servic
			\$1,650.00	6269	Caseys Retail Co #2	Other Company Servic
			\$12,074.40	6269	Caseys Retail Co #2	Other Company Servic
			\$12,308.40	6269	Caseys Retail Co #2	Other Company Servic
			\$46,152.00	6269	Caseys Retail Co #2	Other Company Servic
Crozier, Emma	702080	\$3,398.33	\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Dallas County Treasurer	702083	\$34,613.26	\$1,093.26	6210	Dallas County Farm O	Rental of Buildings
			\$33,520.00	6210	Dallas County Farm O	Rental of Buildings
Dell Distributing Co	702086	\$20,458.03	\$20,458.03	6265	Non Tort Equip Maint	Software Service Agr
Delta Dental Plan of Iowa	702087	\$5,268.70	\$23.48	2285	Payroll Office	Vision Insurance Pay
			\$5,227.76	2285	Payroll Office	Vision Insurance Pay
			\$17.46	2285	Payroll Office	Vision Insurance Pay
Denman and Co LLP	702089	\$12,000.00	\$12,000.00	6011	Office of Controller	Auditor's Fees

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
HealthTeam Works	702105	\$6,416.33	\$6,416.33	6920	IA Heath & Human Ser	Sub-Award Contract E
Hy Vee Food Stores	702107	\$11,485.66	\$5,579.41	6269	Hy-Vee #4 260E Mat	Other Company Servic
			\$5,906.25	6269	Hy-Vee #4 260E JobSk	Other Company Servic
Iowa Office Furniture, LL	702112	\$3,254.84	\$3,254.84	6322	Equipment Replacemen	Materials & Supplies
Jordan Creek JV LLC	702118	\$9,800.00	\$9,800.00	6118	Office of Dir, Marke	Outdoor/Mall Kiosks
Karl Chevrolet	702119	\$30,445.00	\$30,445.00	7400	Vehicle Pool	Vehicles
ManUp Iowa Mentoring Inc	702123	\$4,541.66	\$4,541.66	6269	United Way-Man Up Io	Other Company Servic
McDonald Supply	702125	\$4,500.00	\$4,500.00	6323	Boone Campus Housing	Minor Equipment
Mediacom	702126	\$4,685.65	\$4,685.65	6190	Boone Campus Housing	Utilities
Mittera Group	702130	\$16,578.40	\$1,738.00	6120	Admissions & Recruit	Printing/Reproductio
			\$6,466.00	6120	Ankeny Career Academ	Printing/Reproductio
			\$2,040.00	6120	Office of Exec Dean,	Printing/Reproductio
			\$1,360.40	6120	Ankeny Career Academ	Printing/Reproductio
			\$2,801.00	6121	Office of Dir, Marke	Brochures, Flyers, C
			\$402.00	6121	Office of Dir, Marke	Brochures, Flyers, C
			\$506.00	6121	Office of Dir, Marke	Brochures, Flyers, C
Mobius	702132	\$32,201.13	\$457.67	6269	Equipment Replacemen	Other Company Servic
			\$2,093.34	6269	Equipment Replacemen	Other Company Servic
			\$980.12	6269	Equipment Replacemen	Other Company Servic
			\$4,483.00	6269	Equipment Replacemen	Other Company Servic
			\$4,025.33	6269	Equipment Replacemen	Other Company Servic

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VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mobius	702132	\$32,201.13	\$18,411.67	6269	Equipment Replacemen	Other Company Servic
			\$1,750.00	6269	Equipment Replacemen	Other Company Servic
Muller, Maggy J.	702133	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Murphy Tower Service LLC	702134	\$3,232.62	\$3,232.62	6269	Murphy Tower Svc #5	Other Company Servic
Palmer Companies, Inc.	702140	\$14,385.00	\$2,877.00	6269	United Way-Youth Emp	Other Company Servic
			\$11,508.00	6269	IWD-Summer Youth Int	Other Company Servic
Prudent Man Analysis Inc	702147	\$6,627.69	\$6,627.69	6269	Office of Controller	Other Company Servic
Puck Custom Enterprises I	702148	\$7,306.60	\$1,606.60	6269	Puck #6 260E JobSk	Other Company Servic
			\$5,700.00	6269	Puck #6 260E JobSk	Other Company Servic
Revere Plastics Systems L	702151	\$15,618.00	\$3,990.00	6269	Revere Plastics #1 2	Other Company Servic
			\$1,590.00	6269	Revere Plastics #1 2	Other Company Servic
			\$399.00	6269	Revere Plastics #1 2	Other Company Servic
			\$3,790.00	6269	Revere Plastics #1 2	Other Company Servic
			\$325.00	6269	Revere Plastics #1 2	Other Company Servic
			\$1,550.00	6269	Revere Plastics #1 2	Other Company Servic
			\$1,550.00	6269	Revere Plastics #1 2	Other Company Servic
			\$375.00	6269	Revere Plastics #1 2	Other Company Servic
			\$1,850.00	6269	Revere Plastics #1 2	Other Company Servic
			\$199.00	6269	Revere Plastics #1 2	Other Company Servic
Securitas Security Servic	702157	\$88,654.57	\$1,392.89	6261	Non Tort Security In	Contracted Security
			\$31,336.24	6261	Non Tort Security In	Contracted Security
			\$41,361.24	6261	Non Tort Security In	Contracted Security
			\$164.45	6261	Non Tort Security In	Contracted Security

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Securitas Security Servic	702157	\$88,654.57	\$354.22	6261	Non Tort Security In	Contracted Security
			\$2,713.45	6261	Security Newton	Contracted Security
			\$5,422.44	6261	Security Boone	Contracted Security
			\$5,909.64	6261	Security West	Contracted Security
Shalom Community Impact C	702158	\$3,828.71	\$911.38	6269	Shalom Communities-F	Other Company Servic
			\$2,917.33	6269	Shalom Communities-F	Other Company Servic
State Steel Supply Co	702161	\$4,122.40	\$2,991.00	6322	Welding	Materials & Supplies
			\$1,131.40	6322	Welding	Materials & Supplies
Storm, Kent Lee.	702162	\$4,173.98	\$3,750.00	6019	Skills USA	Prof Svcs-Individual
			\$423.98	6210	Skills USA	Rental of Buildings
Summerfield Hotel LLC	702163	\$4,300.80	\$4,300.80	6269	Continuing Ed, 2 Day	Other Company Servic
Summit Technologies LLC	702164	\$16,823.83	\$1,271.00	6269	Equipment Replacemen	Other Company Servic
			\$13,394.22	6269	Technical Update Equ	Other Company Servic
			\$2,158.61	6269	Technical Update Equ	Other Company Servic
Sysco Food Services of Io	702165	\$3,578.18	\$1,285.98	6322	Culinary Arts	Materials & Supplies
			\$159.64	6322	Culinary Arts	Materials & Supplies
			\$84.96	6322	Culinary Arts	Materials & Supplies
			\$56.79	6322	Culinary Arts	Materials & Supplies
			\$112.95	6322	Culinary Arts	Materials & Supplies
			\$681.73	6322	Culinary Arts	Materials & Supplies
			\$1,037.65	6322	Culinary Arts	Materials & Supplies
			\$66.70	6322	Culinary Arts	Materials & Supplies
			\$85.98	6322	Culinary Arts	Materials & Supplies
			\$185.60	6322	Culinary Arts	Materials & Supplies
			-\$27.12	6322	Culinary Arts	Materials & Supplies

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Sysco Food Services of Io	702165	\$3,578.18	-\$85.98	6322	Culinary Arts	Materials & Supplies
			-\$66.70	6322	Culinary Arts	Materials & Supplies
TreeHugger LLC	702169	\$30,350.00	\$30,350.00	6100	Grounds	Maintenance of Groun
Tri City Ag Supply	702170	\$4,209.45	\$4,209.45	6322	Dallas County Farm O	Materials & Supplies
Turner Construction Compa	702172	\$11,169.88	\$3,700.00	6090	HVAC Upgrade Project	Maintenance/Repair o
			\$7,469.88	6090	HVAC Upgrade Project	Maintenance/Repair o
USI Insurance Services LL	702177	\$5,000.00	\$5,000.00	2250	DMACC Self-funded In	Health Insurance Pay
Van Maanen Technology Inc	702179	\$11,220.00	\$2,755.00	6269	Van Maanen Tech #1 2	Other Company Servic
			\$2,955.00	6269	Van Maanen Tech #1 2	Other Company Servic
			\$5,510.00	6269	Van Maanen Tech #1 2	Other Company Servic
Walsh Door and Security	702185	\$9,966.88	\$1,300.00	6090	Non Tort Security In	Maintenance/Repair o
			\$8,180.88	6090	Non Tort Security In	Maintenance/Repair o
			\$486.00	6090	Non Tort Security In	Maintenance/Repair o
Wees Tees	702186	\$4,442.11	\$4,442.11	6273	Office of Dir, Marke	Premiums/Giveaways
World Food Prize Foundati	702192	\$10,000.00	\$10,000.00	6260	Office of the Presid	Sponsorships & Donat
Wright Service Corporatio	702193	\$8,643.60	\$3,180.00	6269	Wright Service #1 26	Other Company Servic
			\$5,463.60	6269	Wright Service #1 26	Other Company Servic
Yankee Book Peddler Inc	702195	\$3,323.84	\$138.14	6310	Equipment Replacemen	Library Books/Electr
			\$769.17	6310	Equipment Replacemen	Library Books/Electr
			\$2,390.48	6310	Equipment Replacemen	Library Books/Electr
			\$26.05	6310	Equipment Replacemen	Library Books/Electr

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Zahn, Kaylyn Ann.	702197	\$3,398.33	\$440.00	6266	USDA-NVSL Lab Traini	Stipends/Allowances
			\$2,958.33	6266	USDA-NVSL Lab Traini	Stipends/Allowances
Highland Group LLC	702200	\$35,037.50	\$35,037.50	6230	Equipment Replacemen	Postage and Expediti
Highland Group LLC	702201	\$94,825.00	\$94,825.00	6323	Equipment Replacemen	Minor Equipment
ABC Virtual Communication	702214	\$12,714.70	\$10,000.00	6930	Office of Exec Dir,	Other Current Expens
			\$2,714.70	6015	Economic Development	Consultant's Fees
All Makes Office Interior	702220	\$58,126.25	\$22,647.29	6460	Equip Replacement He	Other Materials and
			\$33,946.41	6323	Equipment Replacemen	Minor Equipment
			\$1,532.55	6322	Dean, Business & Inf	Materials & Supplies
Alliant Energy	702221	\$33,826.80	\$33,826.80	6190	Newton-Lease Operati	Utilities
Ames Municipal Utilities	702227	\$5,812.49	\$5,812.49	6190	Utilities	Utilities
Ankeny Sanitation	702232	\$5,460.51	\$81.93	6030	Plant Operations-Cap	Custodial Services
			\$636.91	6030	Plant Operations - S	Custodial Services
			\$89.23	6030	Physical Plant Opera	Custodial Services
			\$274.78	6030	Plant Operations - E	Custodial Services
			\$354.61	6030	Physical Plant Opera	Custodial Services
			\$3,941.12	6030	Custodial	Custodial Services
			\$81.93	6030	Transportation Insti	Custodial Services
ATW Training & Consulting	702237	\$19,181.00	\$4,950.00	6015	Softskills Training	Consultant's Fees
			\$5,031.00	6015	Softskills Training	Consultant's Fees
			\$9,200.00	6015	Softskills Training	Consultant's Fees
B and C Painting	702242	\$3,760.00	\$720.00	6269	Athletic Facilities	Other Company Servic

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FBG Service Corporation	702316	\$105,398.00	\$10,381.00	6030	Trail Point-Facility	Custodial Services
Granite Telecommunication	702330	\$15,712.33	\$312.20	6150	Campus Communication	Communications
			\$389.32	6150	Campus Communication	Communications
			\$662.26	6150	Campus Communication	Communications
			\$12,737.28	6150	Campus Communication	Communications
			\$804.95	6150	Campus Communication	Communications
			\$323.13	6150	Campus Communication	Communications
			\$483.19	6150	Campus Communication	Communications
Greater Dallas County Dev	702332	\$3,000.00	\$3,000.00	6040	Economic Development	Memberships
HealthTeam Works	702342	\$5,200.00	\$5,200.00	6920	IA Heath & Human Ser	Sub-Award Contract E
Heartland Door & Frame In	702343	\$4,267.29	\$3,877.29	6377	Security & Safety	Materials/Supplies f
			\$390.00	6377	Security & Safety	Materials/Supplies f
Holmes Murphy & Associat	702349	\$2,622,500.00	\$2,600,000.00	6180	Non Tort Equip Maint	Insurance
			\$22,500.00	6180	Non Tort Insurance	Insurance
Honorlock Inc	702352	\$12,500.00	\$12,500.00	6269	Mortuary Science Stu	Other Company Servic
I Saw The Sign LLC	702356	\$3,051.00	\$3,051.00	6322	Carroll Career Advan	Materials & Supplies
Iowa Caregivers Associati	702361	\$5,000.00	\$5,000.00	6260	Office of the Presid	Sponsorships & Donat
Iowa Individual Health Be	702362	\$13,359.00	\$13,359.00	2250	DMACC Self-funded In	Health Insurance Pay
Iowa Sports Supply	702365	\$5,206.00	\$1,634.00	6322	Softball	Materials & Supplies
			\$1,272.00	6322	Softball	Materials & Supplies
			\$2,145.00	6322	Softball	Materials & Supplies

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Iowa Sports Supply	702365	\$5,206.00	\$155.00	6322	Softball	Materials & Supplies
Iowa Workforce Developmen	702366	\$9,273.30	\$9,273.30	6930	Work-Based Learning	Other Current Expens
IP Pathways	702367	\$71,865.15	\$4,481.63	6269	Technical Update Equ	Other Company Servic
			\$1,368.00	6269	Technical Update Equ	Other Company Servic
			\$9,800.00	6269	Technical Update Equ	Other Company Servic
			\$2,098.00	6269	Technical Update Equ	Other Company Servic
			\$50,157.52	6269	Technical Update Equ	Other Company Servic
			\$3,960.00	6269	Technical Update Equ	Other Company Servic
Johnston High School	702379	\$6,000.00	\$6,000.00	6943	IA Comm College Athl	June Scholastic Recr
Ledvina, Barbara A.	702395	\$3,078.48	\$78.48	6322	Iowa Literacy Counci	Materials & Supplies
			\$3,000.00	6019	Iowa Literacy Counci	Prof Svcs-Individual
Management Development In	702409	\$2,612.81	\$2,612.81	6015	Softskills Training	Consultant's Fees
Mid-Iowa Enterprises LLC	702421	\$7,900.00	\$3,770.00	6100	Grounds	Maintenance of Groun
			\$4,130.00	6100	Grounds	Maintenance of Groun
MidAmerican Energy Co	702422	\$27,451.22	\$257.12	6190	Utilities	Utilities
			\$8,186.40	6190	Utilities	Utilities
			\$18,221.32	6190	Trail Point-Facility	Utilities
			\$78.14	6190	Templeton Career Aca	Utilities
			\$708.24	6190	Utilities	Utilities
Needham Excavating and La	702436	\$3,500.00	\$3,500.00	6269	Equipment Replacemen	Other Company Servic
OPN Architects	702441	\$6,564.36	\$35.00	7600	Newton Maytag Campus	Buildings and Fixed
			\$770.00	7600	Newton Maytag Campus	Buildings and Fixed

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OPN Architects	702441	\$6,564.36	\$427.50	7600	Newton Maytag Campus	Buildings and Fixed
			\$5,331.86	7600	Newton Maytag Campus	Buildings and Fixed
Pure IP US LLC	702458	\$2,678.60	\$2,678.60	6150	Campus Communication	Communications
Safety Professionals LLC	702473	\$37,000.00	\$2,275.00	6015	Manufacturing Skills	Consultant's Fees
			\$7,200.00	6015	Manufacturing Skills	Consultant's Fees
			\$5,375.00	6015	Manufacturing Skills	Consultant's Fees
			\$7,500.00	6015	Manufacturing Skills	Consultant's Fees
			\$10,150.00	6015	Manufacturing Skills	Consultant's Fees
Shive Hattery Inc	702483	\$8,314.02	\$8,314.02	6012	Urban Student Center	Architect's Fees
			\$4,500.00	6015	Manufacturing Skills	Consultant's Fees
Siteimprove Inc	702488	\$17,816.50	\$17,816.50	6265	Non Tort Equip Maint	Software Service Agr
SiteOwl, Inc.	702490	\$37,500.00	\$37,500.00	6324	Security & Safety	Computer Software
Skogerson, Michelle	702491	\$4,480.00	\$4,480.00	6019	Softskills Training	Prof Svcs-Individual
Snyder and Associates Inc	702495	\$13,800.31	\$7,800.31	6015	Buildings Equipment	Consultant's Fees
			\$6,000.00	6015	Buildings Equipment	Consultant's Fees
Storey Kenworthy	702505	\$4,557.13	\$440.75	6322	Web Based/Online-Hig	Materials & Supplies
			\$250.33	6322	Office of Controller	Materials & Supplies
			\$31.19	6322	Office of Dir, Finan	Materials & Supplies
			\$75.50	6322	STOP	Materials & Supplies
			\$105.12	6322	Special Needs	Materials & Supplies
			\$50.87	6322	Office of the Presid	Materials & Supplies
			\$124.48	6322	Office of the Dir, P	Materials & Supplies
			\$264.83	6322	Nursing Simulation	Materials & Supplies

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Storey Kenworthy	702505	\$4,557.13	\$296.32	6322	Information Systems	Materials & Supplies
			\$839.00	6322	Equipment Replacemen	Materials & Supplies
			\$21.54	6322	Office of Exec Dean,	Materials & Supplies
			\$255.45	6322	Hunziker Career Acad	Materials & Supplies
			\$136.40	6322	Dean, Math and Scien	Materials & Supplies
			\$29.63	6322	Office of Exec Dean,	Materials & Supplies
			\$62.95	6322	Culinary Arts	Materials & Supplies
			\$61.81	6322	Tool Machinist	Materials & Supplies
			\$185.63	6322	Office of Exec Dir,	Materials & Supplies
			\$404.02	6322	Auto Service	Materials & Supplies
			\$126.29	6322	Ankeny Testing Cente	Materials & Supplies
			\$118.17	6322	ASSET Auto/Ford	Materials & Supplies
			\$60.95	6322	Ankeny Career Academ	Materials & Supplies
			\$179.96	6322	Youth At Risk-Youth	Materials & Supplies
			\$253.20	6322	Continuing Ed, 2 Day	Materials & Supplies
\$128.37	6322	Student Support Serv	Materials & Supplies			
\$54.37	6322	Ames High School	Materials & Supplies			
Summerfield Hotel LLC	702508	\$4,121.60	\$4,121.60	6269	Continuing Ed, 2 Day	Other Company Servic
Systems Management and Ba	702509	\$10,000.00	\$8,000.00	6019	HVAC Upgrade Project	Prof Svcs-Individual
			\$2,000.00	6019	HVAC Upgrade Project	Prof Svcs-Individual
The Edge Pro, Inc.	702513	\$18,484.51	\$15,948.82	6322	Dog Grooming	Materials & Supplies
			\$2,535.69	6322	Dog Grooming/Salon S	Materials & Supplies
The Waldinger Corporation	702514	\$3,865.00	\$3,865.00	6090	Buildings Equipment	Maintenance/Repair o
Xerox Corp	702552	\$11,428.26	\$540.64	6220	Copy Center	Rental of Equipment
			\$505.87	6220	Copy Center	Rental of Equipment
			\$263.41	6220	Copy Center	Rental of Equipment

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Xerox Corp	702552	\$11,428.26	\$359.83	6220	Copy Center	Rental of Equipment
			\$540.64	6220	Copy Center	Rental of Equipment
			\$436.81	6220	Copy Center	Rental of Equipment
			\$505.87	6220	Copy Center	Rental of Equipment
			\$968.64	6220	Copy Center	Rental of Equipment
			\$575.14	6220	Copy Center	Rental of Equipment
			\$968.64	6220	Copy Center	Rental of Equipment
			\$263.41	6220	Copy Center	Rental of Equipment
			\$355.21	6220	Copy Center	Rental of Equipment
			\$575.14	6220	Copy Center	Rental of Equipment
			\$559.18	6322	Copy Center	Materials & Supplies
			\$437.02	6322	Copy Center	Materials & Supplies
			\$713.81	6322	Copy Center	Materials & Supplies
			\$464.11	6322	Copy Center	Materials & Supplies
			\$1,055.00	6322	Copy Center	Materials & Supplies
			\$746.12	6322	Copy Center	Materials & Supplies
			\$230.69	6322	Copy Center	Materials & Supplies
\$363.08	6322	Copy Center	Materials & Supplies			
Your Clear Next Step LLC	702556	\$11,160.00	\$11,160.00	6015	Softskills Training	Consultant's Fees
Andre Freitas da Silva, C	702558	\$4,000.00	\$4,000.00	1410		Due From Students
Nepali, Aarush	702562	\$4,000.00	\$4,000.00	1410		Due From Students
4 Imprint	702564	\$7,698.26	\$744.58	6260	Student Activities	Sponsorships & Donat
			\$2,599.71	6273	Office of Dir, Marke	Premiums/Giveaways
			\$774.43	6260	Student Activities	Sponsorships & Donat
			\$104.30	6260	Boone Campus Nurse	Sponsorships & Donat
			\$104.30	6260	Office of Exec Dean,	Sponsorships & Donat
\$411.26	6260	Alumni Association	Sponsorships & Donat			

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4 Imprint	702564	\$7,698.26	\$343.20	6260	Admissions & Recruit	Sponsorships & Donat
			\$1,479.33	6260	Ankeny Career Academ	Sponsorships & Donat
			\$210.49	6260	College & Career Tra	Sponsorships & Donat
			\$271.50	6260	Office of Exec Dean,	Sponsorships & Donat
			\$68.64	6260	Student Activities	Sponsorships & Donat
			\$133.69	6260	Student Services	Sponsorships & Donat
			\$452.83	6260	Perry Operations	Sponsorships & Donat
Business Publications Cor	702578	\$3,520.00	\$1,760.00	6110	Office of Exec Dir,	Information Svcs/Pub
			\$1,760.00	6111	Office of Dir, Marke	Print Ads
Carrier Access IT, LC	702583	\$15,375.00	\$15,375.00	6269	Technical Update Equ	Other Company Servic
Casten, Michael H.	702585	\$15,375.00	\$15,375.00	6015	Softskills Training	Consultant's Fees
Choice Creative Solutions	702592	\$5,350.00	\$1,500.00	6110	Heavy Diesel Equipme	Information Svcs/Pub
			\$850.00	6117	Office of Dir, Marke	Social Ads/Boosts
			\$1,500.00	6110	Tool Machinist	Information Svcs/Pub
			\$1,500.00	6110	Architectural Drafti	Information Svcs/Pub
Christian Photo Inc	702593	\$3,579.97	\$3,579.97	1550	Office of Controller	Prepaid Expenses
Daikin Applied Americas I	702602	\$6,069.17	\$4,222.17	6060	Mechanical Maintenan	Maintenance/Repair o
			\$1,847.00	6060	Mechanical Maintenan	Maintenance/Repair o
Diamond Vogel Paint Cente	702606	\$2,937.50	\$1,700.00	6100	Grounds	Maintenance of Groun
			\$1,237.50	6100	Grounds	Maintenance of Groun
DMACC Boone Campus Checki	702607	\$3,555.00	\$460.00	6930	Booster Club	Other Current Expens
			\$895.00	6930	Softball	Other Current Expens
			\$500.00	6267	Women's Basketball	Athletic Officials

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DMACC Boone Campus Checki	702607	\$3,555.00	\$1,700.00	6930	Volleyball	Other Current Expens
Douthit, Lois S..	702608	\$3,669.87	\$919.87	6322	Drama	Materials & Supplies
			\$2,750.00	6019	Drama	Prof Svcs-Individual
EMC Insurance Companies	702613	\$3,066.00	\$3,066.00	6269	Tort Insurance	Other Company Servic
Esports Entertainment Gro	702615	\$12,500.00	\$12,500.00	6265	Non Tort Equip Maint	Software Service Agr
HealthTeam Works	702627	\$17,238.00	\$17,238.00	6920	IA Heath & Human Ser	Sub-Award Contract E
Ingamells Commercial Floo	702630	\$3,852.80	\$3,852.80	6090	Equipment Replacemen	Maintenance/Repair o
Iowa Communications Netwo	702633	\$50,194.87	\$2.25	6150	Campus Communication	Communications
			\$6.45	6150	Campus Communication	Communications
			\$4.30	6150	Campus Communication	Communications
			\$1,697.52	6150	Campus Communication	Communications
			\$48,465.00	6150	Campus Communication	Communications
			\$2.15	6150	Campus Communication	Communications
			\$17.20	6150	Campus Communication	Communications
Iowa Office Furniture, LL	702635	\$5,571.22	\$3,032.90	6269	ACE Medical Centers	Other Company Servic
			\$2,538.32	6269	ACE Medical Centers	Other Company Servic
Iowa Pond Guy, LLC	702636	\$25,300.00	\$23,500.00	6100	Equipment Replacemen	Maintenance of Groun
			\$1,800.00	6100	Grounds	Maintenance of Groun
Iowa Sports Supply	702638	\$11,474.00	\$5,000.00	6323	Athletic Facilities	Minor Equipment
			\$6,474.00	6323	Volleyball Booster C	Minor Equipment
J J Keller and Associates	702639	\$3,595.00	\$3,595.00	6269	Security & Safety	Other Company Servic

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 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
JR180 LLC	702644	\$3,475.67	\$3,475.67	6460	Admissions & Recruit	Other Materials and
Larson Construction Co. I	702649	\$898,658.36	\$516,960.61 \$380,197.75 \$1,500.00	7600 7600 6269	Transportation Inst- Transportation Inst- Transportation Insti	Buildings and Fixed Buildings and Fixed Other Company Servic
Lincoln National Life Ins	702654	\$82,324.74	\$11,557.09 \$20,252.10 \$29,310.22 \$2,812.75 \$1,627.80 \$13,794.78 \$2,970.00	2257 2254 2253 2258 2259 2256 2255	Payroll Office Payroll Office Payroll Office Payroll Office Payroll Office Payroll Office Payroll Office	Emp Opt Life Ins Pay Long Term Disability Basic Life Insurance Spouse Opt Life Ins Dep Supp Life Ins Pa ST Disability - B In ST Disability - A In
Mid-Iowa Enterprises LLC	702661	\$18,562.50	\$8,562.50 \$10,000.00	6100 6100	Grounds Grounds	Maintenance of Groun Maintenance of Groun
MidAmerican Energy Co	702662	\$14,881.82	\$1,356.92 \$11,740.43 \$107.53 \$1,676.94	6190 6190 6190 6190	Utilities Utilities Utilities Utilities	Utilities Utilities Utilities Utilities
Mittera Group	702665	\$38,608.00	\$363.00 \$264.00 \$442.00 \$839.00 \$1,147.00 \$985.00 \$1,452.00 \$3,737.00 \$2,044.00	6120 6121 6120 6120 6121 6121 6121 6121 6121 6120	Ankeny Career Academ Office of Dir, Marke Ankeny Career Academ Admissions & Recruit Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Marke Office of Dir, Finan	Printing/Reproductio Brochures, Flyers, C Printing/Reproductio Printing/Reproductio Brochures, Flyers, C Brochures, Flyers, C Brochures, Flyers, C Brochures, Flyers, C Brochures, Flyers, C Printing/Reproductio

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Mittera Group	702665	\$38,608.00	\$27,335.00	6121	Office of Dir, Marke	Brochures, Flyers, C
Nelnet Business Solutions	702670	\$3,921.30	\$3,921.30	6269	Office of Controller	Other Company Servic
New Revolution Tools, LLC	702672	\$4,701.75	\$4,701.75	6269	Office of VP, Info S	Other Company Servic
OculusIT, LLC	702674	\$33,069.00	\$33,069.00	6265	Non Tort Equip Maint	Software Service Agr
Okoboji Wines	702675	\$3,245.30	\$2,324.30	6930	Beverage Account	Other Current Expens
			\$921.00	6930	Beverage Account	Other Current Expens
Palmer Companies, Inc.	702677	\$26,715.00	\$11,208.00	6269	IWD-Summer Youth Int	Other Company Servic
			\$2,541.00	6269	United Way-Youth Emp	Other Company Servic
			\$10,164.00	6269	IWD-Summer Youth Int	Other Company Servic
			\$2,802.00	6269	United Way-Youth Emp	Other Company Servic
PhotoShelter Inc	702681	\$5,196.00	\$5,196.00	6265	Non Tort Equip Maint	Software Service Agr
Securitas Security Servic	702691	\$86,436.50	\$40,917.66	6261	Non Tort Security In	Contracted Security
			\$661.09	6261	Non Tort Security In	Contracted Security
			\$30,497.53	6261	Non Tort Security In	Contracted Security
			\$5,480.47	6261	Security West	Contracted Security
			\$6,114.15	6261	Security Boone	Contracted Security
			\$2,765.60	6261	Security Newton	Contracted Security
Shive Hattery Inc	702693	\$2,986.20	\$2,986.20	6012	Buildings Equipment	Architect's Fees
Sigler Companies	702694	\$3,172.75	\$394.25	6120	Student Activities	Printing/Reproductio
			\$2,778.50	6120	Office of Dean, Indu	Printing/Reproductio
Solutions Management Grou	702697	\$6,621.22	\$2,463.47	6323	Equipment Replacemen	Minor Equipment

Report: FWRR040
 Date: 08/26/2024
 Time: 12:37 PM

Des Moines Area Comm College
 List of checks over \$2,500.00 from 25-JUL-2024 to 25-AUG-2024

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Solutions Management Grou	702697	\$6,621.22	\$4,157.75	6322	Equipment Replacemen	Materials & Supplies
The Stelter Company	702701	\$8,443.40	\$8,443.40	6269	Office of Exec Dir,	Other Company Servic
VanWall Equipment Inc	702710	\$17,954.92	\$17,954.92	7100	Equipment Replacemen	Equipment
Veel Hoeden Consulting LL	702711	\$10,500.00	\$10,500.00	6015	Softskills Training	Consultant's Fees
Your Clear Next Step LLC	702712	\$11,160.00	\$11,160.00	6015	Softskills Training	Consultant's Fees
REPORT TOTAL			\$9,582,304.68			

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Barilla America, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Barilla America, Inc., Project #1." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551857053ADE48C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

C78CC91D54D149C

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 BARILLA AMERICA, INC., PROJECT #1.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Barilla America, Inc. (the “Company”), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the “Project”) to 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 \$18,857; 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE46C

President of the Board of Directors

ATTEST:

DocuSigned by:

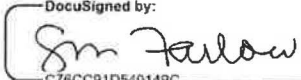
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Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

20240517093852

Project ID Code from Approval Letter

Des Moines Area Community College

Community College

Barilla America, Inc.

Business

Jeff Janes, Business Consultant/515-250-2571

College Contact Person/Phone

3311 East Lincoln Way, Ames, IA 50010

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 Workforce Development is therefore requested to allocate \$ 18,857 to fund this project.

Signed by:

Joe Pugel

551657053ADE48C

Authorized Signature

9/10/24

Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

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

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 9-10-24 (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Barilla America, Inc., Ames, 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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 \$18,857, is issued by IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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 Blvd
 Ankeny, IA 50023

Employer: Barilla America, Inc.
 3311 E. Lincoln Way
 Ames, IA 50010

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,

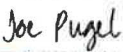
operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

Barilla America, Inc.
Employer

Signed by:

551657053ADE48C



Authorized Signature
Joe Pugel, Board President

Authorized Signature
Chris Roseman, Plant Director

Type Name and Title

Type Name and Title

2006 South Ankeny Blvd, Ankeny, IA 50023
Address

3311 E. Lincoln Way, Ames, IA 50010
Address

9/10/24
Date

8/7/24
Date

**Training Plan and Budget
For
Barilla America, Inc.**

260F Project #1

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

	Total Cost	260F Cost
I. Job Skill Training	\$23,425	\$15,343

The following activities are intended to assist employees of Barilla to improve their knowledge and practice of Professional Skill Development, Business Specific and Technical Skills, and Safety.

- Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, management/supervisory training, communication skills, project management, time management, coaching and counseling, sales and customer service, and/or negotiation skills.
- Classes, seminars, and training related to Business Specific and Technical Skills, which includes FSSC 22000, Internal Auditor training, and HACCP training in order to achieve cost savings and quality goals to help the company gain and retain customers.

Barilla America, Inc. (continued)

- Safety Training may also be provided to help promote a safe work environment. This may include instruction related to OSHA compliance, ergonomics, first aid, CPR, and other safety related topics.

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

IV. DMACC Project Management Fee

	\$3,514	\$3,514
Totals:	\$26,939	\$18,857

Training will begin on June 1, 2024 with completion anticipated for May 31, 2026. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

The company will train at least 20 unduplicated employees and will show, at the completion of the contract, \$8,082 in-kind cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Kemin Industries, 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 Kemin Industries, Inc., Project #4." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

Joe Puzel

551657053ADE46C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

Sm Fallow

C76CC91D540149C

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 KEMIN INDUSTRIES, INC., PROJECT #4.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Kemin Industries, 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 \$17,710; 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE48C

President of the Board of Directors

ATTEST:

DocuSigned by:


C76CC91D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

 20240627143625
Project ID Code from Approval Letter

Des Moines Area Community College
Community College

Kemin Industries, Inc.
Business

Aaron Chittenden, Business Consultant
College Contact Person/Phone

1900 Scott Ave. Des Moines, IA 50317
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 Workforce Development is therefore requested to allocate \$ 17,710 to fund this project.

Signed by:

Joe Puzel

551657053ADE46C

Authorized Signature

9/10/24

Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of September 10, 2024 (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Kemin Industries, Inc., Des Moines, 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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 \$17,710, is issued by IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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: Kemin Industries Inc.
1900 Scott Avenue
Des Moines, IA 50317

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.

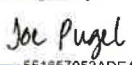
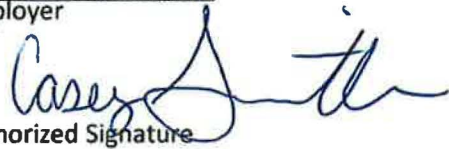
Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not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

<p>Des Moines Area Community College Community College Signed by:  551657053ADE46C Authorized Signature</p>	<p>Kemin Industries, Inc. Employer  Authorized Signature</p>
<p>Type Name and Title Joe Pugel, Board President</p>	<p>Type Name and Title Casey Sciorrotta VP of HR</p>
<p>Address 2006 S Ankeny Blvd Ankeny, IA 50023</p>	<p>Address 1900 Scott Avenue Des Moines, IA 50317</p>
<p>Date 9/10/24</p>	<p>Date 8/16/2024</p>

260F-4 (September 2022)

Training Plan and Budget
For
[Kemin Industries Inc.](#)
260F Project 1

The following Training Plan reflects the expected training activities for [Kemin Industries 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 [Kemin Industries Inc.](#) staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training		
Statistical Process Control	\$8,800	\$7,410
Employee Engagement Training	\$5,800	\$5,800
DiSC	\$6,200	\$0
QPR Mental Health Training	\$1,200	\$1,200
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$3,300	\$3,300
Total	\$25,300	\$17,710

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

The training began [May 23, 2024](#) with completion anticipated by [May 22, 2026](#). 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 52 unduplicated employees and will show, at the completion of the contract, **\$7,590** cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Kinzler Construction Services, 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 Kinzler Construction Services, Inc., Project #2." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551657053ADE48C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

C76CC91D540149C

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 KINZLER CONSTRUCTION SERVICES, INC., PROJECT #2.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Kinzler Construction Services, 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 \$36,627; 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:

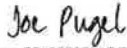
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit “A” attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 Department of Workforce Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

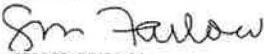
Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE46C

President of the Board of Directors

ATTEST:

DocuSigned by:

C76CC91D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C76CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

20240509084440
Project ID Code from Approval Letter

Des Moines Area Community College
Community College

Kinzler Construction Services, Inc.
Business

Whitney Riggs, Business Consultant, 515-721-9902
College Contact Person/Phone

700 SE Oralabor Road, 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 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 Workforce Development is therefore requested to allocate \$ 36,627 to fund this project.

Signed by:
Joe Puzel
551657053ADE48C
Authorized Signature

9/10/24
Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 9/10/24 (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Kinzler Construction Service, Inc., 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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 \$36,627, is issued by IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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 Blvd
Ankeny, IA 50023

Employer: Kinzler Construction Services, Inc.
700 SE Oralabor Rd
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.

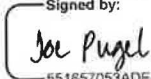

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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.

<u>Des Moines Area Community College</u> Community College	<u>Kinzler Construction Services, Inc.</u> Employer
Signed by:  551657053ADE48C	
Authorized Signature	Authorized Signature
<u>Joe Pugel, Board President</u> Type Name and Title	<u>Breanne Kruger, Chief Financial Officer</u> Type Name and Title
<u>2006 S Ankeny Blvd, Ankeny, IA 50023</u> Address	<u>700 SE Oralabor Rd., Ankeny, IA 50021</u> Address
<u>9/10/24</u> Date	<u>9/10/24</u> Date

Training Plan and Budget
For
Kinzler Construction Services, Inc.
260F Project

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

	Cost	260F Cost
I. Job Skill Training	\$45,500	\$29,803
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$6,824	\$6,824
Total	\$52,324	\$ 36,627

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

The training began **5/16/24** with completion anticipated by **5/15/26**. 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, **\$ 15,697** cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Perfection Learning Corporation 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 Perfection Learning Corporation, Project #9." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551657053ADE48C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

6786691D540149C

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 PERFECTION LEARNING CORPORATION, PROJECT #9.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Perfection Learning Corporation (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 \$24,755; 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE46C

President of the Board of Directors

ATTEST:

DocuSigned by:

C78CC91D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C76CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

20250710152555

Project ID Code from Approval Letter

Des Moines Area Community College

Community College

Perfection Learning Corporation

Business

Whitney Riggs, Business Consultant, 515-721-9902

College Contact Person/Phone

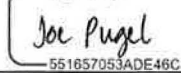
2680 Berkshire Pkwy, Clive, IA 50325

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 Workforce Development is therefore requested to allocate \$ 24,755 to fund this project.

Signed by:


551857053ADE46C

Authorized Signature

9/10/24

Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 9/10/24 (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and Perfection Learning Corporation, Clive, 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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 \$24,755, is issued by IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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 Blvd
Ankeny, IA 50023

Employer: Perfection Learning Corporation
2680 Berkshire Pkwy
Clive, IA 50325

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.

<u>Des Moines Area Community College</u> Community College	<u>Perfection Learning Corporation</u> Employer
Signed by:  551657053ADE46C	
Authorized Signature	Authorized Signature
<u>Joe Pugel, Board President</u> Type Name and Title	<u>Barb Oliver, Human Resources Coordinator</u> Type Name and Title
<u>2006 S Ankeny Blvd, Ankeny, IA 50023</u> Address	<u>2680 Berkshire Pkwy, Clive, IA 50325</u> Address
<u>9/10/24</u> Date	<u>9/10/24</u> Date

Training Plan and Budget
For
[Perfection Learning Corporation](#)
260F Project #9

The following Training Plan reflects the expected training activities for [Perfection Learning Corporation](#). 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 [Perfection Learning Corporation](#) staff with assistance from a DMACC Business Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training (Graphic Design, Adobe, Virtual Instruction, Graphics, WordPress)	\$ 8,164	\$ 8,164
Leadership, Performance Enhancement, Professional Development	22,587	11,978
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$4,613	\$4,613
Total	\$35,364	\$ 24,755

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

The training began [5/10/2024](#) with completion anticipated by [5/9/2026](#). 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 [8](#) unduplicated employees and will show, at the completion of the contract, [\\$10,609](#) cash match. This match will be linked to the training as outlined in this plan.

#7

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Schafer Systems, 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 Schafer Systems, Inc., Project #1." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551657053ADE48C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

C76CC91D540149C

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 SCHAFER SYSTEMS, INC., PROJECT #1.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with Schafer Systems, 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 \$26,162; 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE48C

President of the Board of Directors

ATTEST:

DocuSigned by:

C76CC91D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

20240516152917

Project ID Code from Approval Letter

Des Moines Area Community College

Community College

Schafer Systems, Inc.

Business

Jeff Janes, Business Consultant/515-250-2571

College Contact Person/Phone

1000 Flag Road, Adair, IA 50002

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 Workforce Development is therefore requested to allocate \$ 26,162 to fund this project.

Signed by:

Joe Pugel

551657063ADE48C

Authorized Signature

9/10/24

Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

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- 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.

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(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.

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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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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 Blvd
 Ankeny, IA 50023

Employer: Schafer Systems, Inc.
 1000 Flag Road
 Adair, IA 50002

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.

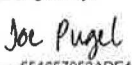
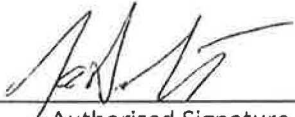
Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

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.

<u>Des Moines Area Community College</u> Community College	<u>Schafer Systems, Inc.</u> Employer
Signed by:  551657053ADE48C	
Authorized Signature	Authorized Signature
Joe Pugel, Board President	Nathan DeArment IT Director
Type Name and Title	Type Name and Title
<u>2006 South Ankeny Blvd, Ankeny IA 50023</u> Address	<u>1000 Flag Road, Adair, IA 50002</u> Address
9/10/24	8-13-24
Date	Date

**Training Plan and Budget
For
Schafer Systems, Inc.**

260F Project #1

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

	Total Cost	260F Cost
I. Job Skill Training	\$32,500	\$21,287

The following activities are intended to assist employees of Absolute Group to improve their knowledge and practice of ISO 9001, Professional Skill Development, Business Specific and Technical Skills, and Safety.

- Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, management/supervisory training, communication skills, project management, time management, coaching and counseling, sales and customer service, and/or negotiation skills.
- Classes, seminars, and training related to ISO 9001 training in order to gain and retain business with current and future clients. Instruction may be provided to achieve Quality Management Systems ISO 9001 conformance.
- Classes, seminars, and training related to Business Specific and Technical training. May include training on products Schafer Systems customers deal with. May also include computer software and hardware training.

Schafer Systems, Inc. (continued)

- Safety Training may also be provided to help promote a safe work environment. This may include instruction related to OSHA compliance, ergonomics, first aid, CPR, and other safety related topics.

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

IV. DMACC Project Management Fee

	\$4,875	\$4,875
Totals:	\$37,375	\$26,162

Training will begin on July 1, 2024 with completion anticipated for June 30, 2026. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

The company will train at least 12 unduplicated employees and will show, at the completion of the contract, \$11,213 in-kind cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and Schuring & Uitermarkt, PC. 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, PC, Project #4." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551B57053ADE46C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

C76CC91D540149C

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, PC, PROJECT #4.

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 Department of Workforce 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, PC. (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:**

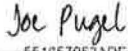
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit “A” attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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


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

Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE48C

President of the Board of Directors

ATTEST:

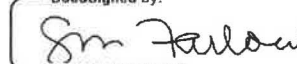
DocuSigned by:

C76CC910540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC91D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

 20250805105835
Project ID Code from Approval Letter

Des Moines Area Community College
Community College

Schuring & Uitermarkt, PC.
Business

Kelly Mitchell, Business Consultant
College Contact Person/Phone

916 W. 16th St., Pella, IA 50219
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 Workforce Development is therefore requested to allocate \$ 25,000 to fund this project.

Signed by:

551857053ADE48C

Authorized Signature

9/10/24
Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

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, (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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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. 16th 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,

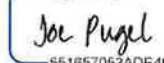
operative, made, entered into or taken in the manner and to the full extent permitted by law.

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

Signed by:

551857053ADE46C...

Authorized Signature

Joe Pugel, Board President

Type Name and Title

Schuring & Uitermarkt, PC

Employer



Authorized Signature

Wendy L. Sims, CEO

Type Name and Title

2006 S. Ankeny Blvd., Ankeny, IA 50023

Address

9/10/24

Date

916 W. 16th St., Pella, IA 50219

Address

10/14/24

Date

**Training Plan and Budget
For
SCHURING & UITERMARKT PC
260F Project #4**

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 Business Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training Leadership Dev, software, wealth mgmt., Industry conference	\$31,056	\$20,342
III. Materials and Supplies	\$0	\$0
IV. Administrative Costs	\$4658	\$4658
Total	\$35,714	\$25,000

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

The training began [07/25/2024](#) with completion anticipated by [07/24/2026](#). 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 [#14](#) unduplicated employees and will show, at the completion of the contract, [\\$10,714](#) cash match. This match will be linked to the training as outlined in this plan.

AG

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

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

Matters were discussed concerning a Retraining Agreement between the College and United Services of Des Moines, 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 United Services of Des Moines, Inc., Project #1." 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, President	<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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551857053ADE48C

PRESIDENT OF THE BOARD OF
DIRECTORS

Attest:

DocuSigned by:

C78CC91D540149C

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 UNITED SERVICES OF DES MOINES, INC., PROJECT #1.

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 Department of Workforce Development under Section 260F.6 of the Act; and

WHEREAS, the College has undertaken negotiations with respect to a Jobs Training Program with United Services of Des Moines, 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 \$36,702; 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 Department of Workforce Development (the “Department”) is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

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

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

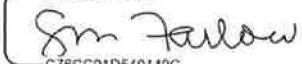
Passed and approved this 10th day of September, 2024.

Signed by:

551657053ADE46C

President of the Board of Directors

ATTEST:

DocuSigned by:

C76CC91D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC81D540149C

SECRETARY OF THE BOARD OF
DIRECTORS

IOWA JOBS TRAINING PROGRAM (260F)

REQUEST FOR RELEASE OF FUNDS

 20240626105511
Project ID Code from Approval Letter

Des Moines Area Community College
Community College

United Services of Des Moines, Inc.
Business

Aaron Chittenden, Business Consultant
College Contact Person/Phone

3150 SE Gateway Dr. Grimes, IA 50111
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 Workforce Development is therefore requested to allocate \$ 36,702 to fund this project.

Signed by:

551657053ADE48C

Authorized Signature

9/10/24

Date

Approved for allocation by the Iowa Workforce Development:

Authorized Signature

Date

IMPORTANT!

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

IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 9/10/24 (date) between Des Moines Area Community College, Ankeny, IA, (the "Community College" and its location), and United Services of Des Moines Inc., Grimes, 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 Workforce Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

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

Section 2.3. Iowa Code section 84A.5 requires the Iowa Workforce Development to report to the Iowa General

Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The 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 Workforce Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Iowa Workforce Development (IWD). Funds awarded by IWD 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 \$36,702, is issued by IWD 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 Workforce Development 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 Workforce Development, the Community College, and the Employer.

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

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

Section 5.1. The Employer shall comply with all federal, state, and local laws, rules, and executive orders, to 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 materially 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 Workforce Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

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

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

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

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

Section 6.8. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Workforce Development 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: United Services of Des Moines Inc.
3150 SE Gateway Dr.
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.

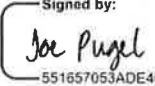

Section 7.3. This Contract shall benefit, and be binding in accordance with its terms on, the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not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

<u>Des Moines Area Community College</u> Community College	<u>United Services of Des Moines, Inc.</u> Employer
Signed by:  551657053ADE46C	
Authorized Signature Joe Pugel, Board President	Authorized Signature Kent McMillen President
Type Name and Title	Type Name and Title

Address
2006 S Ankeny Blvd
Ankeny, IA 50023

Address
3150 SE Gateway Dr.
Grimes, IA 50111

9/10/24

Date

Date

260F-4 (September 2022)

**Training Plan and Budget
For United Services of Des Moines Inc.
260F Project 1**

The following Training Plan reflects the expected training activities for United Services of Des Moines 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 United Services of Des Moines staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	Cost	260F Cost
I. Job Skill Training	\$0	\$0
II. Management/Supervisory Skills	\$45,593	\$29,836
III. Materials and Supplies		
IV. Administrative Costs	\$6,839	\$6,839
	Total	\$52,432
		\$36,702

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

The training began 6/24/2024__ with completion anticipated by _6/23/2026__. 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 _4_ unduplicated employees and will show, at the completion of the contract, \$15,730 in cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

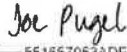
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and Doll Distributing 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 Doll Distributing LLC, Project #1." 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551657053ADE48C

President of the Board of the Directors

Attest:

DocuSigned by:

C76CC91D540149C

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 DOLL DISTRIBUTING LLC, PROJECT #1

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 Doll Distributing 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 \$28,167; 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 10th day of September, 2024.

Signed by:

551657053ADE48C

President of the Board of Directors

ATTEST:

DocuSigned by:

C76CC81D540149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C76CC91D540149C

Secretary of the Board of Directors

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of September 10, 2024
between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location),
and Doll Distributing LLC, 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 \$28,167.00, (the "Project Award") is issued by DMACC as a forgivable loan and shall not be required to be repaid by the Business unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College shall determine whether an event of default has occurred.

ARTICLE IV CONTRACT MODIFICATION

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

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

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

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

ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

ARTICLE VI EVENTS OF DEFAULT

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

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

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

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

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

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

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

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

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

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

**ARTICLE VII
MISCELLANEOUS**

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

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

Business: Doll Distributing, LLC
1901 DeWolf St.
Des Moines, IA 50316

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
Signature
Joe Pugel
551867953ADE48C

Authorized Signature
Joe Pugel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50023

Address

9/10/24

Date

Doll Distributing LLC

Business
EWatton

Authorized Signature
Elizabeth Watton, HR Director

Type Name and Title

ewatton@dolldistributing.com

Email Address

1901 DeWolf St.

Des Moines, IA 50316

Address

8/20/2024

Date

Training Plan and Budget
For
DOLL DISTRIBUTING LLC
WTED Project #1

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

	Cost	WTED Cost
I. Job Skill Training Frontline Leadership	\$34,990	\$22,918
III. Materials and Supplies	\$0	\$0
IV. Administrative Costs	\$5249	\$5249
Total	\$40,239	\$ 28,167

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

The training began **08/07/24** with completion anticipated by **08/24/25**. 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 **44** unduplicated employees and will show, at the completion of the contract, **\$12,072** cash match. This match will be linked to the training as outlined in this plan.

Johnston, Iowa
September 10, 2024

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 10th day of September, 2024, at 3:00 p.m., with Heartland AEA Board in Johnston, Iowa. The meeting was called to order and there were present the following named Board Members:

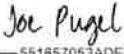
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Felix Gallagher	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input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

Matters were discussed concerning a Workforce Training and Economic Development Training Contract between the College and KRM Development, L.L.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 Workforce Training and Economic Development Training Contract between the College and KRM Development, L.L.C., Project #6." 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Angela Jackson	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fred Greiner	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Gossett	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Dennis Presnall	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

* * * * *

Signed by:

551857053ADE48C

President of the Board of the Directors

Attest:

DocuSigned by:

C78CC91D540149C

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 KRM DEVELOPMENT, L.L.C., PROJECT #6

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 KRM Development, L.L.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 train workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the College has allocated funds in the Fund in order to provide training and intends to use a portion of such funds to pay all or a portion of the costs of the Project, including necessary expenses incidental thereto, in the amount of \$15,536; 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 10th day of September, 2024.

Signed by:

551857053ADE46C

President of the Board of Directors

ATTEST:

DocuSigned by:


C766C91D546149C

Secretary of the Board of Directors

STATE OF IOWA)
) ss
COUNTY OF POLK)

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on September 10, 2024, 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 10th day of September, 2024.

DocuSigned by:

C78CC91D540149C

Secretary of the Board of Directors

WORKFORCE TRAINING AND ECONOMIC DEVELOPMENT (WTED) TRAINING CONTRACT

This WTED TRAINING CONTRACT (the "Contract"), effective as of 9/10/2024 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and KRM Development LLC, Urbandale, 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 \$15,536, (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 ensure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Business 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 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:	KRM Development LLC
	10640 Justin Drive
	Urbandale, IA 50322

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

KRM Development LLC

Community College

Business

Joe Pugel

Authorized Signature

Authorized Signature

Joe Pugel, Board President

Dakota, Production Manager

Type Name and Title

Type Name and Title

dmulder@krmdev.com

Email Address

2006 South Ankeny Blvd.

10640 Justin Drive

Ankeny, IA 50023

Urbandale, IA 50322

Address

Address

9/10/24

8-16-24

Date

Date

**Training Plan and Budget
For
KRM Development
WTED Project 6**

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

	Cost	WTED Cost
I. Job Skill Training		
Develop and Coaching Your Team	\$12,500	\$5,841
Project Management – 1 day course	\$5,600	\$5,600
Project Management – 4 hours coaching	\$1,200	\$1,200
III. Materials and Supplies	\$	\$
IV. Administrative Costs	\$2,895	\$2,895
Total	\$22,195	\$15,536

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

The training began 8/7/24 with completion anticipated by 8/6/25. 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 11 unduplicated employees and will show, at the completion of the contract, **\$6,659** cash match. This match will be linked to the training as outlined in this plan.