




DATE: April 1, 2024

TO: Dr. Terry A. Murrell, President

FROM: Troy A. Jasman, Vice-President of Finance
and Administrative Services 

RE: WITCC CHEROKEE CAMPUS PAVING IMPROVEMENTS PROJECT

A public hearing was held at the January 8, 2024 Western Iowa Tech Community College Board of Director's meeting for the proposed WITCC Cherokee Campus Paving Improvements Project. The College has worked with Bryan Wells of DGR Engineering to plan the project to expand the parking lot in order to provide the necessary space for commercial driver's license (CDL) training. The funding for this project will be come from an Iowa grant award.

Attached to this memo is a letter from DGR Engineering regarding the bid opening. Seven bids were received. Bryan Wells, P.E. of DGR Engineering has reviewed the bids and completed a bid tab sheet. The engineer's estimate for this project is \$280,936.00.

Recommendation:

It is the administrative recommendation, as well as the engineer's recommendation, that the College award the project to the lowest bidder, Van't Hof Concrete, Inc., Sioux Center, Iowa for the bid of \$236,013.56 based on the estimated units.



March 29, 2024

Dr. Terry Murrell, Ph.D.
Western Iowa Tech Community College
P. O. Box 5199
Sioux City, IA 51102

**Re: 2024 WITCC Cherokee Campus Paving Improvements Project
DGR File 273084**

Dear Dr. Murrell:

Bids were opened for the project referenced above at 1:00 p.m. on Friday, March 29, 2024. Seven bids were received and read as follows:

<u>Bidder</u>	<u>Total Bid</u>
Van't Hof Concrete, Inc.	\$236,013.56 *
Concrete Plus	\$249,798.85
Hulstein Excavating, Inc.	\$268,642.75
Muecke Construction, Inc.	\$288,428.57
De Loss Construction, Inc.	\$291,601.00
Cornbelt Concrete and Construction, LLC	\$314,999.75 #
Benson Construction	Non Responsive

* apparent low bidder
corrected amount

The low bid of \$236,013.56 by Van't Hof Concrete. Inc. was \$44,922.44, or 15.99% lower than the engineer's estimate of \$280,936.00. Based on our review of the bids and past experience with the contractor, we recommend award to Van't Hoff Concrete. Inc. in the amount of \$236,013.56.

Enclosed are the original bids for your records.

Sincerely,

DGR Engineering

Bryan Wells, P.E.

BNW:dlr

BID TABULATION
2024 WITCC Cherokee Campus Paving Improvements Project

Western Iowa Tech Community college
4647 Stone Ave.
Sioux City, Iowa 51106



6115 Whispering Creek Drive
Sioux City, Iowa

Letting: Friday, March 29, 2024 1:00 pm

DGR Project No. 273084

Bid Security (10%)		10% Bid Bond		Cashier's check \$25,000.00		10% Bid Bond		10% Bid Bond		10% Bid Bond		10% Bid Bond		
Bidder and Address:		Van't Hof Concrete, Inc. 1245 N. Main Sioux Center, Iowa 51250		Concrete Plus 102 Seuben St. Sioux City, Iowa 51101		Hulstein Excavating, Inc. 147 175th Ave. Edgerton, MN 56128		Muecke Construction, Inc. 2393 150th St Lawton, Iowa 51030		De Loss Construction, Inc. 3025 210th St, PO Box 1212 Spencer, Iowa 51301		Corabell Concrete and Construction, LLC 9 So. 3rd Street Merville, Iowa 51039		
Item No.	No. of Units	Description	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	262	C.Y. Excavation, Class 10	\$ 65.38	\$ 17,129.56	\$ 36.30	\$ 9,510.60	\$ 23.00	\$ 6,026.00	\$ 55.15	\$ 14,449.30	\$ 25.00	\$ 6,550.00	\$ 39.00	\$ 10,218.00
2	1339	S.Y. Subgrade Preparation, 24"	\$ 12.00	\$ 16,068.00	\$ 2.58	\$ 3,454.62	\$ 4.00	\$ 5,356.00	\$ 5.68	\$ 7,605.52	\$ 8.00	\$ 10,712.00	\$ 18.00	\$ 24,102.00
3	76	L.F. Storm Sewer, Trenched, SS, 15"	\$ 65.00	\$ 4,940.00	\$ 98.68	\$ 7,499.68	\$ 78.00	\$ 5,928.00	\$ 120.00	\$ 9,120.00	\$ 64.00	\$ 4,864.00	\$ 35.00	\$ 2,660.00
4	1	Ea. Manhole, SW-401, 60"	\$ 5,200.00	\$ 5,200.00	\$ 12,983.00	\$ 12,983.00	\$ 4,950.00	\$ 4,950.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,170.00	\$ 4,170.00
5	1	Ea. Intake, SW-501	\$ 5,200.00	\$ 5,200.00	\$ 8,162.75	\$ 8,162.75	\$ 3,825.00	\$ 3,825.00	\$ 5,500.00	\$ 5,500.00	\$ 4,000.00	\$ 4,000.00	\$ 4,170.00	\$ 4,170.00
6	1261	S.Y. Pavement, PCC, 7"	\$ 56.00	\$ 70,616.00	\$ 67.50	\$ 85,117.50	\$ 59.00	\$ 74,399.00	\$ 78.00	\$ 98,358.00	\$ 89.00	\$ 112,229.00	\$ 120.00	\$ 151,320.00
7	166	S.F. Sidewalk, PCC, 6"	\$ 10.00	\$ 1,660.00	\$ 8.20	\$ 1,361.20	\$ 9.75	\$ 1,618.50	\$ 13.00	\$ 2,158.00	\$ 15.00	\$ 2,490.00	\$ 8.00	\$ 1,328.00
8	20	S.F. Detectable Warnings	\$ 60.00	\$ 1,200.00	\$ 60.00	\$ 1,200.00	\$ 40.00	\$ 800.00	\$ 45.00	\$ 900.00	\$ 65.00	\$ 1,300.00	\$ 25.00	\$ 500.00
9	166	S.F. Removal of Sidewalk	\$ 4.00	\$ 664.00	\$ 1.38	\$ 229.08	\$ 2.75	\$ 456.50	\$ 9.00	\$ 1,494.00	\$ 16.00	\$ 2,656.00	\$ 8.00	\$ 1,328.00
10	267	S.Y. Full Depth Patches, PCC, 7"	\$ 108.00	\$ 28,836.00	\$ 86.95	\$ 23,215.65	\$ 175.00	\$ 46,725.00	\$ 95.00	\$ 25,365.00	\$ 150.00	\$ 40,050.00	\$ 119.85	\$ 31,999.95 #
11	1	L.S. Temporary Traffic Control	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,275.00	\$ 3,275.00	\$ 3,500.00	\$ 3,500.00	\$ 2,500.00	\$ 2,500.00	\$ 1,019.00	\$ 1,019.00
12	0.5	Ac. Hydraulic Seeding, Fertilizing, and Mechanically Bonded Fiber Matrix Hydromulching, Permanent, Type 1	\$ 14,000.00	\$ 7,000.00	\$ 4,000.00	\$ 2,000.00	\$ 4,300.00	\$ 2,150.00	\$ 31,000.00	\$ 15,500.00	\$ 8,500.00	\$ 4,250.00	\$ 12,000.00	\$ 6,000.00
13	400	L.F. Silt Fence, Furnish, Install, Maintain and Remove	\$ 4.75	\$ 1,900.00	\$ 4.00	\$ 1,600.00	\$ 5.25	\$ 2,100.00	\$ 8.50	\$ 3,400.00	\$ 6.00	\$ 2,400.00	\$ 4.00	\$ 1,600.00
14	1	L.S. Erosion Control	\$ 1,500.00	\$ 1,500.00	\$ 4,239.00	\$ 4,239.00	\$ 3,400.00	\$ 3,400.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,400.00	\$ 2,400.00
15	1	L.S. Mobilization	\$ 11,500.00	\$ 11,500.00	\$ 23,777.77	\$ 23,777.77	\$ 44,500.00	\$ 44,500.00	\$ 27,800.00	\$ 27,800.00	\$ 25,000.00	\$ 25,000.00	\$ 22,000.00	\$ 22,000.00
16	2	Ea. Remove Light Pole, Pole Base, Conduit and Wiring	\$ 1,500.00	\$ 3,000.00	\$ 1,545.00	\$ 3,090.00	\$ 1,535.00	\$ 3,070.00	\$ 1,550.00	\$ 3,100.00	\$ 1,500.00	\$ 3,000.00	\$ 1,250.00	\$ 2,500.00
17	4	Ea. Remove/Reinstall Existing Light Fixture	\$ 350.00	\$ 1,400.00	\$ 360.50	\$ 1,442.00	\$ 360.00	\$ 1,440.00	\$ 370.00	\$ 1,480.00	\$ 350.00	\$ 1,400.00	\$ 875.00	\$ 3,500.00
18	2	Ea. Reinstall Existing Light Pole on New Base	\$ 3,750.00	\$ 7,500.00	\$ 3,862.50	\$ 7,725.00	\$ 3,835.00	\$ 7,670.00	\$ 3,875.00	\$ 7,750.00	\$ 4,000.00	\$ 8,000.00	\$ 1,000.00	\$ 2,000.00
19	1	Ea. Light Fixture	\$ 1,850.00	\$ 1,850.00	\$ 1,905.50	\$ 1,905.50	\$ 1,890.00	\$ 1,890.00	\$ 1,910.00	\$ 1,910.00	\$ 1,850.00	\$ 1,850.00	\$ 1,500.00	\$ 1,500.00
20	3	Ea. Light Pole and Base	\$ 6,500.00	\$ 19,500.00	\$ 6,695.00	\$ 20,085.00	\$ 6,650.00	\$ 19,950.00	\$ 6,700.00	\$ 20,100.00	\$ 7,000.00	\$ 21,000.00	\$ 4,000.00	\$ 12,000.00
21	400	L.F. Conduit, PVC, Schedule 40, 1.25"	\$ 8.00	\$ 3,200.00	\$ 8.24	\$ 3,296.00	\$ 8.25	\$ 3,300.00	\$ 8.25	\$ 3,300.00	\$ 8.00	\$ 3,200.00	\$ 15.00	\$ 6,000.00
22	475	L.F. Conductor, 3/C-#8, CU, 600 Volts	\$ 6.00	\$ 2,850.00	\$ 6.18	\$ 2,935.50	\$ 6.25	\$ 2,968.75	\$ 6.25	\$ 2,968.75	\$ 6.00	\$ 2,850.00	\$ 4.60	\$ 2,185.00
23	400	L.F. Trench, 30" Deep	\$ 15.00	\$ 6,000.00	\$ 15.45	\$ 6,180.00	\$ 15.50	\$ 6,200.00	\$ 15.50	\$ 6,200.00	\$ 15.00	\$ 6,000.00	\$ 10.00	\$ 4,000.00
24	190	L.F. Bore with Conduit, (1) 1.25", PVC, Schedule 80	\$ 70.00	\$ 13,300.00	\$ 72.10	\$ 13,699.00	\$ 71.50	\$ 13,585.00	\$ 73.00	\$ 13,870.00	\$ 70.00	\$ 13,300.00	\$ 18.42	\$ 3,499.80 #
25	2	Ea. Junction Box	\$ 1,500.00	\$ 3,000.00	\$ 1,545.00	\$ 3,090.00	\$ 1,530.00	\$ 3,060.00	\$ 1,550.00	\$ 3,100.00	\$ 2,000.00	\$ 4,000.00	\$ 6,500.00	\$ 13,000.00
Total Bid			\$ 236,913.56 *	\$ 249,798.85	\$ 268,642.75	\$ 288,428.57	\$ 291,601.00	\$ 314,999.75 #						

* Apparent Low Bidder
Corrected Amount

Other Bids: Benson Construction Non Responsive



MEMO

DATE: March 26, 2024

TO: Dr. Terry Murrell, President

FROM: Darin Moeller, Executive Dean of Instruction
Carmen Wilson, Associate Dean - Corporate College
Sam Pribil, Economic Development Coordinator

RE: Iowa Industrial New Jobs Training Program 260E
Knife River Midwest LLC

Enclosed are copies of Knife River Midwest LLC's final agreement for the Iowa Industrial New Jobs Training Agreement 260E.

Administration Recommendation:

It is the administrative recommendation that the Board approve the Knife River Midwest LLC's Iowa Industrial New Jobs Training Agreement.

WESTERN IOWA TECH COMMUNITY COLLEGE

\$180,000 New Jobs Training Certificates, Series 2024.
(Knife River Midwest, LLC Project)

- Resolution Approving New Jobs Training Agreement.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE COLLEGE.

_____, 2024

The Board of Directors of Western Iowa Tech Community College met in _____ session, at _____, _____, Iowa, at _____ o'clock __.M., on the above date. There were present President Russell Wray, in the chair, and the following named Board Members:

Absent: _____

* * * * *

Board Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the President declared the Resolution duly adopted.

RESOLUTION APPROVING NEW JOBS TRAINING AGREEMENT

WHEREAS, the Community College is in need of funds to carry out a new jobs training project as hereinafter described; and, it is deemed necessary that it should issue Job Training Certificates to the amount of not to exceed \$180,000 as authorized by Chapter 260E, Code of Iowa, as amended (the "Act"), for the purpose of providing funds to pay costs thereof; and

WHEREAS, a New Jobs Training Agreement has been negotiated with Knife River Midwest, LLC, which Agreement establishes a new jobs training program to educate and train certain persons employed by Knife River Midwest, LLC in new jobs and such Agreement is deemed to be beneficial to the Community College and to Knife River Midwest, LLC; and

WHEREAS, the form of Agreement has been presented to this Board and is deemed to be appropriate for the purpose; and

WHEREAS, before Industrial New Jobs Training Certificates may be issued to fund the project contemplated by the Agreement, it is necessary to comply with the provisions of the Act and to approve the execution of the Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF WESTERN IOWA TECH COMMUNITY COLLEGE:

That the New Jobs Training Agreement with Knife River Midwest, LLC and the form thereof are hereby approved and the President and Secretary are authorized to sign the Agreement on behalf of the Community College.

PASSED AND APPROVED this _____ day of _____, 2024.

President

ATTEST:

Secretary

INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

between

Western Iowa Tech Community College
Sioux City, Iowa (the "Community College")

and

Knife River Midwest, LLC

Dated as of MARCH 22, 2024

Relating to

\$180,000

Western Iowa Tech Community College
Sioux City, Iowa

Industrial New Jobs Training Certificates

(Knife River Midwest, LLC Project)
Series 2024

INDUSTRIAL NEW JOBS
TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of _____ between Western Iowa Tech Community College, Sioux City, Iowa (the "Community College") and Knife River Midwest, LLC (the "Employer"), under the following circumstances:

A. Pursuant to Chapter 260E, Code of Iowa, as amended (the "Act"), the Community College and Employer have determined to enter into this Agreement for purposes of establishing a Project to educate and train certain persons employed by Employer in new jobs within Merged Area XII (the "Merged Area").

B. The Community College and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed.

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

ARTICLE I

DEFINITIONS

Section 1.1. "Certificates" mean Western Iowa Tech Community College Industrial New Jobs Training Certificates authorized to be issued by the Resolution.

Section 1.2. "Debt Service" means the payment of the principal, premium, if any, and interest on the Certificates in accordance with the Resolution adopted by the Board of Directors of the Community College authorizing the issuance of the Certificates.

Section 1.3. "Program Costs" mean all necessary and incidental costs of providing Program Services for the Project including the deferred costs of Certificate issuance and Debt Service. Attached hereto as Exhibit "B" and incorporated herein by this reference is a copy of the tentative budget of the Community College and the Employer relating to the Project.

Section 1.4. "Program Services" for the Project are as tentatively set forth on Exhibit "C" attached hereto and incorporated herein by this reference. Exhibit "C" sets forth the number of new jobs to be trained, the expected beginning and ending date of the training to be provided, the length of time each new job category will be provided training, the estimated costs, the training that will be provided and expected date by which the number of new jobs will be filled. Only such Program Services as are defined in Section 260E.2(14) of the Act may be provided by the Community College and paid for as Program Costs.

Section 1.5. The "Project" shall consist of this Agreement entered into between the Community College and the Employer to provide Program Services for persons to be employed in new jobs at the Project Site in the City of Sioux City, Woodbury County, Iowa.

Section 1.6. "Project Fund" means a special fund of the Community College into which the proceeds from the issuance and sale of the Certificates shall be deposited and which shall be used to pay Program Costs and for no other purpose.

Section 1.7. "Project Site" means the real estate (including improvements constructed or to be constructed thereon) described in Exhibit "A", attached hereto and incorporated herein by reference, where Employer's facility, where new jobs will be created, is located.

Section 1.8. "Resolution" means the Resolution authorizing the issuance of Industrial New Jobs Training Certificates to be adopted by the Community College in connection with the Project.

Section 1.9. "Revenue Fund" means the special tax fund created in the Resolution in order to pay the principal of and interest on Certificates issued in connection with the Project.

Other terms used in this Agreement shall have the meanings set out in Chapter 260E, Code of Iowa, as amended.

ARTICLE II

PROJECT; PROGRAM SERVICES

Section 2.1. The Community College agrees to provide the Program Services to the extent of funds available for that purpose in the Project Fund. 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 in this Agreement and Exhibits B and C. The Community College may, in its discretion, subcontract with other entities or persons to provide all or part of the Program Services. It is understood and agreed that the Program Services set forth in Exhibit C are tentative and are subject to change, within the budget for the Project, upon the mutual agreement of the Community College, acting through its appropriate officials, and the Employer. This initial budget may be modified in the sole discretion of the Community College and upon mutual agreement in the manner provided in Section 7.5 hereof to revise Program Services or to provide for additional Program Services if interest rates upon sale of the Certificates are significantly higher or lower than expected or through the issuance of additional Certificates to the extent additional funds may be available through the creation of additional new jobs at the Project Site.

Section 2.2. The Community College and Employer agree that all necessary and incidental costs, including deferred costs, of the Project, including but not limited to Program

Services and training, legal and underwriting fees, on-the-job training, Community College administrative costs, related costs and Debt Service may be paid from one or a combination of the following sources: (a) new jobs credit from withholding as provided in Section 260E.5 of the Act, and (b) tuition, student fees, or special charges fixed by the Board of Directors of the Community College to defray Program Costs in whole or in part. Withholding shall be placed in the Revenue Fund established in the Resolution and used exclusively for purposes of the Project. Tuition, student fees or special charges, if any, shall be placed in the Project Fund and used exclusively for purposes of the Project.

Section 2.3. The Community College and Employer agree that the receipts from the new jobs credit from withholding and the Revenue Fund may be irrevocably pledged by the Community College for the payment of the principal of, premium, if any, and interest on the Certificates to be issued by the Community College to finance or refinance the Project.

Section 2.4. The term of the Agreement shall not exceed ten (10) years from the date of this Agreement and shall coincide with the period of time over which the Certificates mature and the Project costs are deferred.

Section 2.5. The Community College may revise or expand the Program Services from time to time with the consent of the Employer, provided that no revision shall be made which would change the Project to purposes other than purposes permitted by Chapter 260E of the Act and provided further, that this Agreement shall not terminate until any Certificates issued in connection with the Project shall have been paid in full.

Section 2.6. The Certificates will be issued pursuant to the Resolution adopted by the Board of Directors of the Community College in the aggregate principal amount, bearing interest, maturing and being redeemable as set forth in the Resolution. Upon final determination of the interest rates for the Certificates a final payment schedule shall be prepared and become a part of this Agreement.

The proceeds from the sale of the Certificates shall be paid to the Community College and deposited in the Project Fund established by the Community College. The Project Fund shall be used only for purposes of the Project. Pending disbursement for Program Services and Program Costs, the proceeds so deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution authorizing the Certificates.

Section 2.7. In the event there are insufficient funds to pay all of the cost of the Program Services set forth in Exhibit "C", the Employer may request all Program Services set forth in Exhibit "C" be provided to Employer by the Community College upon payment by the Employer to the Community College of such additional amount as is necessary to pay for all of the Program Services set forth in Exhibit "C". If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefor from the Community College; nor shall it be entitled to any abatement, diminution or postponement of payments under this Agreement, provided however, that the Employer will be entitled to reimbursement without interest of its own funds

from the Project Fund or the Revenue Fund when a surplus exists and the Community College determines that such surplus is not needed to satisfy other Program Costs and the Certificates have been paid in full both as to principal and interest. Any such payments received or to be received from Employer under this Section shall not be pledged to payment of the Certificates under the Resolution.

Section 2.8. In the event Certificates are not issued by the Community College, the Employer agrees to pay to the Community College a sum equal to the necessary and incidental costs actually incurred by the Community College which would have been paid from the funds available from the sources described in Section 2.2 of this Agreement if the Certificates had been issued by the Community College.

Section 2.9. Investment earnings on the funds deposited in the Project Fund may be used, to the extent that the Community College determines that investment earnings are available and not needed for Debt Service on the Certificates, to reimburse the Employer for the cost of program services which are otherwise non-reimbursed under this Agreement or for any lawful purpose as determined by the Community College.

ARTICLE III

PAYMENTS; SECURITY

Section 3.1. The Employer shall cooperate in causing the necessary payments from the sources set forth in Section 2.2 to be made into the Revenue Fund and the Project Fund of the Community College.

Section 3.2. The Community College agrees that the Revenue Fund shall be pledged for the payment of the principal of and premium, if any, and interest on the Certificates. To the extent provided in Section 260E.3(5) of the Act, the payments required to be made by the Employer hereunder are a lien upon the Employer's business property where new jobs are created as a result of the Project until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

Section 3.3. The Employer and Community College agree that this Agreement is entered into upon the expectation that sufficient funds from new jobs credit from withholding will be generated to pay the principal of, premium, if any, and interest on the Certificates. Employer and the Community College have designed the Project to fit within the funds expected to be available from the sources of payment set forth in Section 2.2 of this Agreement.

Section 3.4. If for any reason the funds in the Project Fund or the Revenue Fund are not sufficient to satisfy the Program Costs including Debt Service, the Employer, upon at least twenty (20) days written notice that the funds in the Project Fund or the Revenue Fund are not sufficient, will, nonetheless, advance to the Community College such amounts as may, from time to time, be

required to satisfy the Program Costs. If the Employer advances any amount under this Section, it shall not be entitled to any abatement, diminution or postponement of other payments required; provided, however, to the extent permitted by law, the Employer will be entitled to payment of amounts advanced, without interest, from the Project Fund or the Revenue Fund when the Community College determines that a surplus exists, that such surplus is not needed to satisfy other Program Costs and the Certificates have been paid in full both as to principal and interest. Any such payments received or to be received from Employer under this Section shall not be pledged to payment of the Certificates under the Resolution. The notice required hereunder shall specify the date by which the Employer is to make the necessary advance; provided, however, in the absence of such date specified in the notice, the advance shall be due within twenty (20) days of the date of the notice. The obligation of the Employer hereunder shall be primary and the Community College may proceed against the Employer without proceeding against or exhausting any other remedies which it may have and without resorting to any other security held by the Community College.

ARTICLE IV

REPRESENTATIONS

Section 4.1. 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 of Iowa which would impair its ability to carry out its obligations hereunder; (c) it is empowered to enter into the transactions contemplated by this Agreement; and (d) it will do all things in its power required of it in order to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 4.2. Representations and Covenants of the Employer. The Employer represents and covenants that:

a. It is a limited liability company organized under the laws of the State of Delaware and is authorized to do business in the State of Iowa.

b. It has full power and authority to execute, deliver and perform this Agreement 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 Employer's articles of organization, operating agreement or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

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

d. The employees to be trained under this Agreement have not commenced work for the Employer prior to the date of the Preliminary Industrial New Jobs Training Agreement entered into between the Community College and the Employer dated August 17, 2023, and those employees will be employed in new jobs in connection with the expansion of the Employer's business operations in the Merged Area.

e. Employer's "base employment level" as that term is defined in Section 422.33(6) of the Code of Iowa, as amended, is 122 as of August 17, 2023, the date of the Preliminary Industrial New Jobs Training Agreement and the employees to be trained under this Agreement are not a part of the base employment level.

f. The Employer is an industry, as that term is defined in Section 260E.2(9) of the Act and in the regulations of the Iowa Workforce Development, and is engaged in providing products and/or services (other than retail, health or professional services) in interstate commerce.

g. Each of the jobs covered by this Agreement is a "new job" as that term is defined in Section 260E.2(10) of the Act and in the regulations of the Iowa Workforce Development.

h. Employer represents it knowingly assumes the obligations under Sections 2.8 and 3.4 hereof in the event the sources of payment described in Section 2.2 are not sufficient to satisfy the Program Costs in full.

ARTICLE V

EVENTS OF DEFAULT

Section 5.1. Events of Default. Each of the following shall be an "event of default":

a. The Employer shall cease operation of its facilities at the Project Site.

b. The Employer shall fail to pay or advance any amount required to be made by the Employer on or prior to the date on which such payment is due and payable and continuing for more than five (5) business days thereafter.

c. The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Community College,

or for such longer period as the Community College may agree to in writing; provided, that if the failure is other than the payment of money and is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

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

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

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

Section 5.2. Whenever an event of default shall have happened and be subsisting, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the payments and other amounts then due and thereafter to become due, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Community College shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Community College at no cost or expense to the Community College. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal of, premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 5.3. No remedy conferred upon or reserved to the Community College by this Agreement 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 5.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 5.5. If the Community College fails to observe and perform any obligation, term or condition contained in this Agreement for a period of thirty (30) days after notice of such failure is given by Employer, or for such longer period as Employer may agree to in writing, such action or omission will be considered a default and Employer may take whatever action, at law or in equity, may appear necessary or desirable, to enforce performance and the observance of any obligation or term of this Agreement; provided, however, the foregoing shall not be construed as a waiver of any defense available to the Community College nor shall the foregoing be construed as an agreement or concession by the Community College to take any action or refrain from taking any action inconsistent with Iowa law governing this Agreement or the operation of the Community College.

ARTICLE VI

PROJECT REQUIREMENTS; STATE DATA BASE

For purposes of establishing a consistent and meaningful data base to track aggregate wages of employees over time, evaluate the effectiveness of job training programs and auditing the use of training funds the Iowa Workforce Development 260E System Data Base ("IWD 260E System") has been established. Employer agrees that it shall provide all information reasonably requested by the Community College, Iowa Department of Revenue, Iowa Workforce Development and Department of Education for purposes of the IWD 260E System. Without limiting the foregoing, Employer agrees to provide the following information and follow the procedures set forth below.

Section 6.1. Employer shall utilize the Iowa Department of Revenue "GovConnectIowa" in order to electronically file its monthly or quarterly withholding tax returns, and shall provide a copy of each return to the Community College for purposes of reconciliation.

Section 6.2. Employer shall provide to the Community College information sufficient to permit the calculation of the annual average wage for the new jobs covered under this Agreement.

Section 6.3. Employer shall cooperate with the Community College and the Iowa Department of Revenue in order to coordinate the proper filing of income tax withholding and to resolve filing errors. Employer specifically consents to the sharing of information by and among the Iowa Department of Revenue, the Iowa Workforce Development and the Community College, including withholding tax returns, for purposes of reconciliation and as otherwise necessary for purposes of the IWD 260E System.

Section 6.4. Employer shall provide directly to the Community College appropriate payroll records to verify eligibility of the Project, including, to the extent allowed by applicable law, the Social Security number of each employee (collectively, the "Payroll Information") for whom withholding credit is claimed as a part of the Project. Any Social Security numbers provided shall remain confidential except as provided in this section. The matching of such Payroll Information of all employees for whom withholding credit is claimed to the Unemployment Insurance Benefit Wage Record file is required in order to satisfy state performance and compliance requirements. The Payroll Information received by the College under this Agreement shall be utilized only to the extent necessary to meet these requirements. Transfer of any Social Security numbers to state agencies shall be accomplished by secure file transfer protocols under terms of written agreements among the Community College, Iowa Workforce Development, Iowa Department of Revenue and Department of Education.

Section 6.5. Employer consents to the release and public disclosure of aggregate wage and employment data developed through this Agreement and similar agreements between the Community College and other employers. The wage and employment data reported publicly shall identify employers by random number, not by name. The Community College shall not publicly disclose any personal identifying information, including any Social Security numbers, concerning an individual employee. Only information compiled in aggregate form, without individual employer or employee information, shall be included in public reports.

ARTICLE VII

MISCELLANEOUS

Section 7.1. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.2. If any provisions of this Agreement, 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 such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.3. The provisions of this Agreement and the provisions of the Resolution are to be construed wherever possible so that they will not be in conflict. In the event such construction is not possible, the provisions of the Resolution shall prevail.

Section 7.4. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 7.5. 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 Notice Address as follows:

Western Iowa Tech Community College
4647 Stone Avenue
Box 5199
Sioux City, Iowa 51102-5199

Knife River Midwest, LLC
2220 Hawkeye Drive
Sioux City, Iowa 51105

Employer and the Community College shall each designate authorized representatives to conduct this Agreement. 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.

Revisions in the Program Services set forth in Exhibit "C" and resulting adjustments in Program Costs shall be permitted in the sole discretion of the Community College and must be approved in writing by the above representatives of the Community College and Employer, their respective successors or such other individuals as either party designates in the manner set forth herein.

Section 7.6. All covenants, stipulations, obligations and agreements of the Community College contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the 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 the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Agreement.

Section 7.7. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns provided that this Agreement 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 otherwise be necessary to enforce or secure payment of the principal of, premium, if any, and interest on the Certificates.

Section 7.8. Employer covenants and agrees to keep the facilities continuously insured against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions.

Section 7.9. The Community College agrees to use its best efforts to sell and issue the Certificates and the Employer will cooperate with the Community College to provide necessary financial information in connection with the sale of the Certificates. It is understood and agreed that should the Certificates not be marketed or marketable within a reasonable time that this Agreement may be terminated and the Project terminated; provided, however, the obligation of the Employer under Section 2.8 hereof shall continue following any such termination.

Section 7.10. Disbursement to the Employer for Program Services under this Agreement shall be made by the Treasurer of the Community College upon receipt of vouchers approved by the Board of Directors of the Community College. Employer agrees that payments received shall only be used for purposes of the Project.

Section 7.11. Except as provided in Section 7.12 herein, no monies disbursed to the Employer from the proceeds of the Certificates will be used directly or indirectly to finance land, facilities or depreciable property (or an interest therein) of the Employer or other private person.

Section 7.12. No monies disbursed to the Employer from the proceeds of the Certificates will be used directly or indirectly for the acquisition of any property (or an interest therein) unless the first use of such property is pursuant to such acquisition and such property is used exclusively for Program Services or the cost of acquisition is proportionally allocated to Program Services based upon actual usage for Program Services.

Section 7.13. No monies disbursed to the Employer from the proceeds of the Certificates will be used directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

Section 7.14. It is recognized that the prospect of providing education and training to workers in addition to those currently covered by this Agreement may result in the hiring of additional workers by the Employer. Any new job created within two (2) years of the date of this Agreement will qualify for training and may be included in a final agreement, if the new job has not, to the maximum extent permitted under the Act, been included in any prior final training agreement. Thereafter, any new jobs created pursuant to a separate written agreement or statement of intent signed by both parties ("Preliminary Agreement") or final training agreement signed by both parties ("Additional Agreement") may be included in an Additional Agreement if the new job has not, to the maximum extent permitted under the Act, been included in any prior final training agreement.

One or more Additional Agreement(s) may be entered into by the parties with respect to new jobs. The date of commencement of each Project with respect to additional new jobs not covered by this Agreement shall be determined as of the date of each Additional Agreement.

Both parties acknowledge that neither party is obligated by this Agreement or any Preliminary Agreement to enter into an Additional Agreement, nor are they restricted to a specific budget with respect to any such Additional Agreement. Factors that may affect whether the parties enter into an Additional Agreement and the budget for an Additional Agreement include, but are not limited to: state and federal law, the occurrence of an event of default, prevailing interest rates and Employer's employment level.

ARTICLE VIII

SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

Certain jobs included in the Project are eligible for a supplemental new jobs credit from withholding in an amount equal to one and one-half percent of the gross wages paid by the Employer pursuant to Chapter 15A.7, Code of Iowa. The Community College and the Employer agree that the Supplemental Program shall be administered in the same manner as the remainder of the Project and that all terms and conditions of this Agreement shall apply to the entire Project including the Supplemental Program.

Section 8.1. Terms used in this Article shall have the meanings set out in Article I or this Section 8.1. Other terms used in this Article shall have the meanings set out in Chapters 15A or 260E, Code of Iowa, as amended.

- "Laborshed wage" means the wage level represented by those wages within two standard deviations from the mean wage within the laborshed area in which the Employer is located as calculated by the Iowa Workforce Development, by rule, using the most current covered wage and employment data available from the Iowa Workforce Development for the laborshed area.
- "Starting Wages" or "Wages" means the wage being paid or to be paid by the Employer under the terms of this Agreement and which has been determined by the Community College to equal or exceed the Laborshed wage based upon criteria established in Section 15A.7, Code of Iowa, as amended, and rules promulgated by the Iowa Workforce Development.
- "Supplemental Program" means that portion of the Project including Program Services and Program Costs eligible to be funded from a supplemental new jobs credit from withholding from jobs created under this Agreement because the Employer has agreed to pay Starting Wages as defined in this Agreement.

Section 8.2. The Employer agrees that it shall pay Wages for the jobs included in the Supplemental Program (and for which the supplemental new jobs credit from withholding is collected) at least equal to the Laborshed wage. In the event the Employer fails to pay such Wages for the jobs included in the Supplemental Program, such failure may constitute an event of default under this Agreement.

Section 8.3. The supplemental new jobs credit from withholding shall be collected, accounted for and may be pledged by the Community College in the same manner as described in Section 2.2 of this Agreement and Section 260E.5 of the Act.

Section 8.4. The number of jobs included in the Supplemental Program are separately identified on Exhibit C. The specific jobs are as identified in writing by the Employer. The Community College hereby determines eligibility of the Supplemental Program and Starting Wages for those jobs described on Exhibit C as included in the Supplemental Program.

Section 8.5. To provide funds for the payment of the costs of the Supplemental Program the Community College may borrow money, issue and sell Certificates and secure the payment of the Certificates in the same manner as described in Article II of this Agreement and Section 260E.6 of the Act. It is the intent of the parties that the Supplemental Program shall be funded and administered in such a manner as to maintain any tax exempt status of the interest on Certificates issued to fund the Program Services under Chapter 260E.

Section 8.6. The Supplemental Program and the supplemental new jobs credit from withholding provided for in this Article VIII shall be in addition to and not in lieu of the program and credit authorized in Article II of this Agreement and Section 260E.5 of the Act. The Program Services set forth on Exhibits B and C, including the tentative payment schedule, and the Employer's projections of wages to be paid in those new jobs qualifying for the supplemental new jobs credit from withholding includes the Supplemental Program.

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

WESTERN IOWA TECH COMMUNITY COLLEGE

By: _____

ATTEST:

KNIFE RIVER MIDWEST, LLC

By: Chris Wischel

(Seal, if any)

ATTEST:



STATE OF IOWA)
) SS
COUNTY OF WOODBURY)

On this _____ day of _____, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Russell Wray and Brenda Wright, to me personally known, who, being by me duly sworn, did say that they are the President of the Board of Directors and the Secretary, respectively, of Western Iowa Tech Community College, Sioux City, Iowa, that the foregoing Industrial New Jobs Training Agreement was signed by authority of the Board of Directors; and Russell Wray and Brenda Wright, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said College by it and by them voluntarily executed.

Given under my hand and seal of office, this _____ day of _____, 2024.

Notary Public

(SEAL)

STATE OF Iowa)
) SS
COUNTY OF Woodbury)

On this 22nd day of March, 2024, before me, a Notary Public in and for the State of Iowa, personally appeared Chris Winkler and _____, to me personally known, who, being by me duly sworn, did say that they are the Vice President and the _____, respectively, of Knife River Midwest, LLC, a Delaware (member managed) (manager managed) limited liability company; [no seal has been procured by] [the seal affixed thereto is the seal of] the limited liability company; that the foregoing Industrial New Jobs Training Agreement was signed on behalf of said limited liability company by authority of its governing body; and _____ and Chris Winkler, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by them voluntarily executed.

Given under my hand and seal of office, this 22nd day of March, 2024.

Jami R. Langholdt
Notary Public

(SEAL)



EXHIBIT "A"

Legal Description of Project Site

EXHIBIT 'A'

Legal Description of Project Site
And/or Address

Project Site:

Knife River Midwest, LLC
2220 Hawkeye Drive
Sioux City, IA 51105

EXHIBIT "B"

Tentative Budget

EXHIBIT "B"
Tentative Budget Summary
Knife River Midwest, LLC
2024

Training

1	Structured/OJT Training Costs	\$58,917.60
2	Formal Training Costs	<u>\$61,322.40</u>

Training Subtotal **\$120,240.00**

Administration Costs

1	Administrative Support: accounting, business management, banking record keeping, reporting, project staff cost, arbitrage expense, auditing, certificate registraring, etc.	\$35,100.00
2	State Administration	<u>\$1,800.00</u>

Administrative Subtotal **\$36,900.00**

Professional Services

1	Legal/Cost of Issue	\$3,420.00
2	Underwriting/Financial	<u>\$1,440.00</u>

Professional Subtotal **\$4,860.00**

Reserve

1	Reserve for Accounting Pro-Forma	<u>\$18,000.00</u>
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Reserve Subtotal **\$18,000.00**

TOTAL CERTIFICATE ISSUE **\$ 180,000.00**

PRELIMINARY SUBJECT TO CHANGE

Western Iowa Tech Community College

Iowa's Industrial New Jobs Training Certificates
(Taxable)

PREFINAL

Speer Financial, Inc.

Company: Knife River Midwest, LLC, Sioux City, Iowa (Confidential)
[13 jobs; Laborshed \$22.56]

Date of Bonds: 05/Jun/24 10 Year Maturity

Date	Principal	Estimated Interest Rate	Interest	Principal and Interest	Fiscal Year	Estimated Series 2024 Debt Service	Projected Income	Projected Annual Cash Flow	Projected Income Balance	Projected % of Par	Projected Income Balance % of Outstanding Certificates:	
01/Dec/24			\$4,400.00	\$4,400.00								
01/Jun/25	15,000	5.000%	4,500.00	19,500.00	2024	\$23,900.00	\$ 39,296.81	\$ 15,396.81	\$ 15,396.81	8.554%	9.331%	
01/Dec/25			4,125.00	4,125.00								
01/Jun/26	20,000	5.000%	4,125.00	24,125.00	2025	28,250.00	21,296.81	(6,953.19)	8,443.62	4.691%	5.823%	
01/Dec/26			3,625.00	3,625.00								
01/Jun/27	20,000	5.000%	3,625.00	23,625.00	2026	27,250.00	21,296.81	(5,953.19)	2,490.43	1.384%	1.992%	
01/Dec/27			3,125.00	3,125.00								
01/Jun/28	20,000	5.000%	3,125.00	23,125.00	2027	26,250.00	21,296.81	(4,953.19)	(2,462.76)	-1.368%	-2.345%	
01/Dec/28			2,625.00	2,625.00								
01/Jun/29	20,000	5.000%	2,625.00	22,625.00	2028	25,250.00	21,296.81	(3,953.19)	(6,415.95)	-3.564%	-7.548%	
01/Dec/29			2,125.00	2,125.00								
call	01/Jun/30	20,000	5.000%	2,125.00	22,125.00	2029	24,250.00	21,296.81	(2,953.19)	(9,369.14)	-5.205%	-14.414%
	01/Dec/30		1,625.00	1,625.00								
	01/Jun/31	20,000	5.000%	1,625.00	21,625.00	2030	23,250.00	21,296.81	(1,953.19)	(11,322.33)	-6.290%	-25.161%
	01/Dec/31		1,125.00	1,125.00								
	01/Jun/32	15,000	5.000%	1,125.00	16,125.00	2031	17,250.00	21,296.81	4,046.81	(7,275.52)	-4.042%	-24.252%
	01/Dec/32		750.00	750.00								
	01/Jun/33	15,000	5.000%	750.00	15,750.00	2032	16,500.00	21,296.81	4,796.81	(2,478.71)	-1.377%	-16.525%
	01/Dec/33		375.00	375.00								
	01/Jun/34	15,000	5.000%	375.00	15,375.00	2033	15,750.00	21,296.81	5,546.81	3,068.10	1.705%	
Total			\$47,900.00	\$227,900.00		\$227,900.00	\$ 230,968.10	\$ 3,068.10				

Source of Funds

Par Amount:	\$ 180,000.00
Total Sources:	\$ 180,000.00

Use of Funds:

Underwriter Discount:	\$ 1,440.00
Legal/Issuance:	3,420.00
Reserve Fund:	18,000.00
College Administration Fee:	35,100.00
State Administration Fee:	1,800.00
Deposit to Training Funds:	120,240.00
Total Uses:	\$ 180,000.00

Net Interest Rate: 5.150313%
Bond Years: 958.000
Average Life: 5.322

Premium Discount: \$1,440.00

run date: 08/Mar/24

SPEER FINANCIAL, INC.
(Confidential)

file name: Western Iowa Tech Community Coll

SPEER FINANCIAL, INC.

SUMMARY COMPILATION

Contact: Sam Pribil, Economic Development Coordinator
College: Western Iowa Tech Community College
Company: Knife River Midwest, LLC, Sioux City, IA
Issue Date: 5-Jun-24
Revised From:
Date: 26-Feb-24

	Fiscal Year	2024	Fiscal Year	2025	Fiscal Year	2026
1.5% JOBS TOTAL	\$	-	\$	-	\$	-
3.0% JOBS TOTAL	\$	-	\$	709,894	\$	709,894
	Total # All Jobs		13			
	Total # 3.0% Jobs		13			
	Total # 1.5% Jobs		0			

ASSUMPTIONS:

Fiscal Year	1.50% Payroll	Withholding at 1.50%	3.0% Payroll	Withholding at 3.0%	Total Payroll	Total Withholding	Initial 1.50% WH	Supplem. 1.50% WH
2025	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2026	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2027	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2028	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2029	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2030	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2031	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2032	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2033	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
2034	0	0.00	709,894	21,296.81	709,894	21,296.81	10,648.40	10,648.40
Total Projected 10yr WH:		0.00		212,968.08	7,098,936	212,968.08		
Total Jobs:			13					

SPEER FINANCIAL, INC.

PAYROLL CALCULATION

Contact: Sam Pribil, Economic Development Coordinator
College: Western Iowa Tech Community College
Company: Knife River Midwest, LLC, Sioux City, IA
Issue Date: 5-Jun-24
Revised From:
Date: 26-Feb-24

Fiscal Year	2024		Fiscal Year	2025		Fiscal Year	2026
Hourly Pay:	\$ 22.56	\$ 22.75	Hourly Pay:	\$ 22.56	\$ 22.75	Hourly Pay:	\$ 22.56 \$ 22.75

Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.
2023	June			2024	June	2	1	2025	June		
	July				July				July		
	August				August				August		
	September				September				September		
	October				October				October		
	November				November				November		
	December				December				December		
2024	January			2025	January			2026	January		
	February				February				February		
	March				March				March		
	April				April				April		
	May				May				May		
Total		0	0	Total		2	1	Total		0	0
Payroll Total	\$	-	\$ -	Payroll Total	\$	93,850	\$ 47,320	Payroll Total	\$	93,850	\$ 47,320
Annual Total	\$	-		Annual Total	\$	141,170		Annual Total	\$	141,170	

Total # Employees 2 1

SPEER FINANCIAL, INC.

PAYROLL CALCULATION

Contact: Sam Pribil, Economic Development Coordinator
College: Western Iowa Tech Community College
Company: Knife River Midwest, LLC, Sioux City, IA
Issue Date: 5-Jun-24
Revised From:
Date: 26-Feb-24

Fiscal Year	2024		Fiscal Year	2025		Fiscal Year	2026
Hourly Pay:	\$ 24.15	\$ 24.90	Hourly Pay:	\$ 24.15	\$ 24.90	Hourly Pay:	\$ 24.15 \$ 24.90

Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.
2023	June			2024	June	4.5	2.5	2025	June		
	July				July				July		
	August				August				August		
	September				September				September		
	October				October				October		
	November				November				November		
	December				December				December		
2024	January			2025	January			2026	January		
	February				February				February		
	March				March				March		
	April				April				April		
	May				May				May		
	Total	0	0		Total	4.5	2.5		Total	0	0
	Payroll Total	\$ -	\$ -		Payroll Total	\$ 226,044	\$ 129,480		Payroll Total	\$ 226,044	\$ 129,480
	Annual Total	\$ -			Annual Total	\$ 355,524			Annual Total	\$ 355,524	

Total # Employees 4.5 2.5

SPEER FINANCIAL, INC.

PAYROLL CALCULATION

Contact: Sam Pribil, Economic Development Coordinator
College: Western Iowa Tech Community College
Company: Knife River Midwest, LLC, Sioux City, IA
Issue Date: 5-Jun-24
Revised From:
Date: 26-Feb-24

Fiscal Year	2024		Fiscal Year	2025		Fiscal Year	2026
Hourly Pay:	\$ 25.00	\$ 28.00	Hourly Pay:	\$ 25.00	\$ 28.00	Hourly Pay:	\$ 25.00 \$ 28.00

Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.
2023	June			2024	June	1	1	2025	June		
	July				July				July		
	August				August				August		
	September				September				September		
	October				October				October		
	November				November				November		
	December				December				December		
2024	January			2025	January			2026	January		
	February				February				February		
	March				March				March		
	April				April				April		
	May				May				May		
	Total	0	0		Total	1	1		Total	0	0
	Payroll Total	\$ -	\$ -		Payroll Total	\$ 52,000	\$ 58,240		Payroll Total	\$ 52,000	\$ 58,240
	Annual Total	\$ -	\$ -		Annual Total	\$ 110,240			Annual Total	\$ 110,240	

Total # Employees 1 1

SPEER FINANCIAL, INC.

PAYROLL CALCULATION

Contact: Sam Pribil, Economic Development Coordinator
College: Western Iowa Tech Community College
Company: Knife River Midwest, LLC, Sioux City, IA
Issue Date: 5-Jun-24
Revised From:
Date: 26-Feb-24

Fiscal Year	2024		Fiscal Year	2025		Fiscal Year	2026	
Hourly Pay:	\$ 49.50	\$ -	Hourly Pay:	\$ 49.50	\$ -	Hourly Pay:	\$ 49.50	\$ -

Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.	Year	Month	# of Emp.	# of Emp.
2023	June			2024	June	1		2025	June		
	July				July				July		
	August				August				August		
	September				September				September		
	October				October				October		
	November				November				November		
	December				December				December		
2024	January			2025	January			2026	January		
	February				February				February		
	March				March				March		
	April				April				April		
	May				May				May		
Total		0	0	Total		1	0	Total		0	0
Payroll Total	\$	-	\$ -	Payroll Total	\$	102,960	\$ -	Payroll Total	\$	102,960	\$ -
Annual Total	\$	-		Annual Total	\$	102,960		Annual Total	\$	102,960	

Total # Employees 1 0

EXHIBIT "C"

Tentative Program Services

02323242\13026-264

EXHIBIT 'C'

Tentative Program Services Knife River Midwest, LLC

Administration

Western Iowa Tech Community College (WITCC) will provide the necessary staff time and related expenses needed to develop, monitor, and supervise the project, including contract development, administrative supervision of the project staff, record keeping, banking, and other related fiscal services. The College will also perform the certificate registrar function and arbitrage on a project cost basis.

The New Jobs Training Program policy does not provide for project training funds to be totally expensed for structured training. The Employer and the College will determine an agreeable or proper mix of structured and formal training. The target mix should be approximately **49% structured/on-the-job training** and **51% classroom/formal training**.

Upon receipt of proper documentation, reimbursement to Knife River Midwest, LLC for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, WITCC, and this training plan.

The plan may be revised to meet the changing training needs of Knife River Midwest, LLC with the consent of the company and WITCC. Any revision will be filed to adjust this original plan.

The number of new positions under this project is **13** jobs.

Structured (On-the-Job) Training

Cost: \$58,917.60

- All new employees will be trained on new employee procedures and competency training. Training will include compliance with all local, state, and federal regulations and all safety policies and procedures as required by Knife River Midwest, LLC.

Formal (Classroom) Training

Cost: \$61,322.40

- Employee Professional Skill/Workshops
- Safety and Health
- Management/Leadership
- Employee Development
- Computer Training
- Training materials and other training expenses as designated

WITCC will reimburse, as program funds permit, approved expenses incurred by the Employer in providing specific individualized training for those employees requiring it. WITCC will reimburse the Employer any allowed claims for wages incurred for structured training of qualified employees as provided for in the budget detail attached as Exhibit B in accordance with all applicable Iowa Workforce Development regulations. A reimbursement schedule will be developed based on mutual agreement between the Employer and the College.

Total Training Budget

Cost: \$120,240.00

Knife River Midwest, LLC
 2024 Iowa New Jobs Training Project
 Structured (On-the-Job) Training

Supplemental Wage Threshold	\$22.56
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Position/Title	No. of positions	Hourly Wage	Actual Training Hours/Position	Actual OJT Budget	OJT Budget Total
Plant Operator – RM	1	\$28.00	160	\$4,480.00	\$4,532.12
Sales Manager – RM	1	\$49.50	200	\$9,900.00	\$4,532.12
Diesel Technician	1	\$25.00	160	\$4,000.00	\$4,532.12
Dozer Operator	0.5	\$24.15	200	\$2,415.00	\$2,266.06
Groundsman – Asphalt Plant	1.5	\$24.15	180	\$5,796.00	\$6,798.18
Heavy Equipment Operator	0.5	\$24.15	200	\$2,415.00	\$2,266.06
Laborer – Asphalt	1	\$22.56	160	\$3,609.60	\$4,532.12
Q/C Technician	0.5	\$22.56	160	\$1,804.80	\$2,266.06
Truck Driver – Belly Dump	1.5	\$24.15	180	\$5,796.00	\$6,798.18
Truck Driver – Dump	1	\$22.75	160	\$3,640.00	\$4,532.12
Truck Driver – Semi	0.5	\$24.15	160	\$1,932.00	\$2,266.06
Truck Drivers – Ready Mix (5)	2.5	\$24.90	160	\$9,960.00	\$11,330.31
Flagger	0.5	\$22.56	160	\$1,804.80	\$2,266.06
TOTAL	13	\$26.04		\$57,553.20	\$58,917.60

Structured/OJT Training	\$58,917.60
Formal/Classroom Training	\$61,322.40
Total Training Fund	\$120,240.00

JOB DESCRIPTION

JOB TITLE	Plant Operator
DEPARTMENT	Ready Mix
LOCATION	Construction
SUPVR'S TITLE	Plant Superintendent

DATE	January 2024
SALARY GRADE	
EXEMPT	
NON-EXEMPT	X
SUPERVISORY	
NON-SUPERVISORY	X

JOB SUMMARY

This is a skilled position involving the safe and efficient production of ready mix concrete to be delivered to customer's job sites. Performs duties in conjunction with dispatcher's loading instructions with minimal supervision.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. High school diploma or General Education Degree required.
2. Two years batching – related experience.
3. Knowledge of mix designing.
4. Knowledge of Quality Assurance requirements.
5. Familiarity with aggregate gradations.
6. Experience with inventory management.
7. Class B preferred.
8. Ability and willingness to pass ACI Level I Certification within six months.

DUTIES AND/OR RESPONSIBILITIES

1. Batch concrete loads according to specifications.
2. Ability to understand appropriate uses of various mix designs.
3. Schedule timely delivery of aggregates, admixtures and supplies to plant. Clear and effective communication skills are necessary.
4. Responsible for efficient working condition of plant equipment.
5. Enforce safety rules and regulations (Federal, state, local and company policies.)
6. Inspect plant for necessary maintenance and complete repairs as assigned.
7. Operate hand tools and safety equipment including, but not limited to: grease guns, wrenches, shovels, fire hoses and cutting torches.
8. Operate equipment safely.
9. Assist with unloading material.
10. Work alone or work with other employees in a friendly & cooperative manner.
11. Be receptive to ongoing education about products and how they work.
12. Be able to work at heights safely.
13. Perform servicing and maintenance safely.
14. Performs other duties as assigned.

JOB DESCRIPTION

JOB TITLE	Ready Mix/Aggregate/Hot Mix Sales Manager
DEPARTMENT	Ready Mix
LOCATION	Sioux City
SUPVR'S TITLE	Estimating General Manager

DATE	September 2023
SALARY GRADE	
EXEMPT	X
NON-EXEMPT	
SUPERVISORY	X
NON-SUPERVISORY	

JOB SUMMARY

To provide leadership to the ready mix, aggregate, and hot mix sales staff, dispatch supervisor and quality control supervisor and their teams in all aspects of their respective areas.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. Two-year degree from an accredited university or equivalent preferred
2. 5 years sales and marketing management in concrete industry
3. Ability to provide and maintain proper licensure, medical card and acceptable driving record.

DUTIES AND/OR RESPONSIBILITIES

1. Coordinates sales distribution by establishing sales territories, quotas, and goals, and advises dealers, distributors and clients concerning sales and advertising techniques.
2. Assigns sales territory to sales staff.
3. Represents company at trade association meetings and events.
4. Through survey, customer interaction and industry statistics, develop direction for product and service development.
5. Maintain contact with Top 20 customers and prepare bids and quotes.
6. Through project reporting periodicals, permit-issuing agencies, trade associations, customer involvement, develop leads for current projects.
7. Collaborate with GM to forecast sales volumes for all product lines. Lead sales staff daily in achieving the forecast.
8. Provide oversight to the Customer Service Supervisor and communicate with them on the status of jobs and customers.
9. Provide oversight to the Quality Control Supervisor in establishing the quality control program designed to ensure continuous production of products consistent with established standards.
10. Prepare and submit jobs and projects for various award and recognition programs (SDRMCA, SDACPA, etc.)
11. Collaborate with team in setting margin goals. Lead operations managers in setting pricing targets to achieve gross margin goals.
12. Lead sales staff in estimating projects including cost analysis, service requirements, product requirements and matching project to goals.
13. Provide training curricula for sales, dispatch, trucking and quality control teams to develop skills in product, business, sales and management
14. Create advertising and sales literature to educate customers on products and services via mailings, customer seminars, etc.
15. Communicate effectively (verbal, listening, written) and work with difficult people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations & act courteous/respectful of others.
16. Troubleshoot and problem solve situations/problems (material quality, equipment operation/repair, etc.).
17. Monitor and discuss production problems with co-workers and managers/supervisors
18. Ensure OSHA, EPA, DNR, safety and environmental regulation compliance.
19. Performs other duties as assigned.



JOB DESCRIPTION

JOB TITLE	<u>Diesel Technician</u>
DEPARTMENT	<u>Trucks and Equipment</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Maintenance Manager</u>
	<u></u>

DATE	<u>August 2023</u>
SALARY GRADE	<u></u>
EXEMPT	<u></u>
NON-EXEMPT	<u>X</u>
SUPERVISORY	<u></u>
NON-SUPERVISORY	<u>X</u>

JOB SUMMARY

Responsible for safely keeping trucks and equipment running and maintained properly.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

- Over 2 years up to and including 4 years from post high school, work, military, institutional or vocational environment in mechanic field or maintaining road construction equipment with demonstrated mechanical knowledge to diagnose component, troubleshoot, repair, communicate and document.
- Mechanical experience - diesel engine preferred.
- Provide and maintain proper licensure, medical card, and acceptable driving record. Drivers License is required, CDL preferred.

DUTIES AND/OR RESPONSIBILITIES

- Responsible for performing maintenance and repairs of a significant nature on trucks and all types of equipment, and/or assisting with repairs/improvements/maintenance of trucks and equipment to assure it is in safe working condition.
- Safely operate equipment, standard and specialty tools, welders, hoists and other lifting devices, etc., on a daily basis.
- Troubleshooting truck and equipment maintenance problems to properly diagnose components to determine method and extent of repair necessary. Read, interpret, analyze and apply information in technical manuals and schematics.
- Anticipate needed parts and supplies, disassemble truck, equipment and parts, fabricate parts when needed, and reassemble truck, equipment and parts.
- Use cutting torch and perform welding tasks.
- Clean work areas.
- Fill out shop repair orders daily.
- Drive and maintain mechanic's truck.
- Communicate effectively (verbal, listening, written). Frequent contact and communication with others within and outside the company. Self-motivated, team-player with excellent interpersonal skills; ability to work independently or in a team setting; ability to maintain positive customer relations and act courteous/respectful of others.
- Proven experience handling multiple projects and priorities while maintaining tight deadlines; highly organized with attention to detail.
- Accurately complete work orders or other maintenance repair documentation.
- Ensure OSHA, DOT, MSHA, EPA, DNR, safety and environmental regulation compliance.
- May be required to operate and maintain company vehicle to perform field service repair, then operate repaired truck and/or equipment to ensure proper working condition after repairs have been completed.
- Responsible to provide own basic hand tools, pneumatics, and some specialty tools.
- Performs other duties as assigned.

JOB TITLE	<u>Dozer</u>
DEPARTMENT	<u>Construction or Materials- Aggregate</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Operation Supervisor</u>
850.683.010	

DATE	<u>July 2023</u>
SALARY GRADE	<u></u>
EXEMPT	<u></u>
NON-EXEMPT	<u>X</u>
SUPERVISORY	<u></u>
NON-SUPERVISORY	<u>X</u>

JOB SUMMARY

To open new or existing site and prepare for aggregate extraction and stockpiling. Then to restore site after extraction operation is completed.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. Equipment maintenance and operation.
2. Driver's license preferred.

DUTIES AND/OR RESPONSIBILITIES

1. Perform daily equipment, walk around and site inspections to identify and correct any unsafe conditions and keep equipment properly maintained.
2. Safely and properly perform maintenance (lubricating, fueling and cleaning) on bulldozer.
3. Safely and properly operate bulldozer.
4. Construct drain field and ditches as needed.
5. Prepare site for aggregate mining and stockpile millings and other aggregate products for the plants.
6. Recover submerged aggregate.
7. Cover fabric on jobsites.
8. Maintain strong customer relations with managers, supervisors, pit owners, co-workers and other customers.
9. Communicate effectively (verbal, listening, written) and work with difficult people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations and act courteous/respectful of others.
10. Troubleshoot and problem solve situations/problems (material quality, equipment operation/repair, etc.). Monitor and discuss production problems with co-workers and managers/supervisors.
11. Ensure MSHA, OSHA, EPA, DNR, safety and environmental regulation compliance.
12. Performs other duties as assigned.

JOB DESCRIPTION

JOB TITLE	<u>Heavy Equipment Operator</u>
DEPARTMENT	<u>Construction</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Operation Supervisor</u>
	<u></u>

DATE	<u>February 2024</u>
SALARY GRADE	<u></u>
EXEMPT	<u></u>
NON-EXEMPT	<u>X</u>
SUPERVISORY	<u></u>
NON-SUPERVISORY	<u>X</u>

JOB SUMMARY

Responsible to safely operate equipment (excavator, blade, front-end loader, dozer, motor grader, power broom, roller, etc.) to spread/level dirt/gravel/stone to grade specifications in construction maintenance and earthwork structures such as highways, streets, airports, dikes and temporary roads.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. Equipment operation and maintenance.
2. Driver's license preferred.
3. Able and willing to travel and work in Iowa, Nebraska and South Dakota as needed.

DUTIES AND/OR RESPONSIBILITIES

1. Perform daily equipment, walk around and site inspections to identify and correct any unsafe conditions and keep equipment properly maintained.
2. Communicate effectively (verbal, listening, written) and work with difficult people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations & act courteous/respectful of others.
3. Troubleshoot and problem solve situations/problems (material quality, equipment operation/repair, etc.). Monitor and discuss production problems with co-workers and managers/supervisors.
4. Ensure OSHA, EPA, DNR, safety and environmental regulation compliance.
5. Performs other duties as assigned.

JOB TITLE	<u>Asphalt Worker</u>
DEPARTMENT	<u>Construction</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Operations Supervisor</u>
	<u></u>
869.664-014	

DATE	<u>March 2023</u>
SALARY GRADE	<u></u>
EXEMPT	<u></u>
NON-EXEMPT	<u>X</u>
SUPERVISORY	<u></u>
NON-SUPERVISORY	<u>X</u>

JOB SUMMARY

To complete various laborer and small equipment operation tasks to produce quality asphalt paving projects.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. Equipment maintenance & operation is beneficial
2. Driver's License and acceptable motor vehicle record, required

DUTIES AND/OR RESPONSIBILITIES

1. Levels earth using pick or shovel (Aggregate or asphalt)
2. Levels blacktop using lute.
3. Raise manhole covers
4. Performs flagging duties as needed.
5. May operate small powered hand tools
6. May operate small equipment including bobcat, tractor, or roller or move from one site to another.
7. Safely and properly perform maintenance (lubricating, fueling and cleaning)
8. Remove road joints
9. Hook up and un-hook small trailer to pick-up
10. Change bag house bags
11. Communicate effectively (verbal, listening, written) and work with people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations & act courteous/respectful of others. Monitor and discuss production problems with co-workers and managers/supervisors.
12. Ensure OSHA, safety and environmental regulation compliance.
13. Performs other duties as assigned.

JOB TITLE	<u>Quality Control Technician</u>
DEPARTMENT	<u>Materials – Asphalt, Materials –Concrete or</u> <u>Materials -Aggregate</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Quality Supervisor</u>
	<u></u>
012.261-014 ~ 579.484-010	

DATE	<u>January 2021</u>
SALARY GRADE	<u> </u>
EXEMPT	<u> </u>
NON-EXEMPT	<u> X </u>
SUPERVISORY	<u> </u>
NON-SUPERVISORY	<u> X </u>

JOB SUMMARY

Responsible to safely collect samples of concrete and asphalt, crushed stone, aggregate, sand or gravel and test for conformance to specifications.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. General education, grammar and arithmetic, GED or high school diploma or equivalent.
2. Ability to provide and maintain proper certifications, licensure and acceptable driving record.
3. Maintain proper certification.

DUTIES AND/OR RESPONSIBILITIES

1. Safely and properly perform laboratory tests on variety of materials (Aggregate, Asphalt and/or Concrete).
2. Collect material samples, identify material, and compile statistical data on test results.
3. Perform necessary tests (i.e., gradations, incinerations, rice tests, marshall tests, %crushed, etc.)
4. Examine and evaluate data – determine material quality in relation to specifications.
5. Present alternative actions in relation to the evaluation.
6. Perform arithmetic operations and report findings and needed actions.
7. Maintain lab and equipment.
8. Perform daily housekeeping.
9. Conduct finished and in-process inspections.
10. Communicate effectively (verbal, listening, written) and work with difficult people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations & act courteous/respectful of others. Communicate test results to appropriate stakeholders.
11. Ensure work activities comply with OSHA, EPA, safety and environmental regulations. Good housekeeping skills.
12. Must have valid driver's license and acceptable driving record under Company policy.
13. Performs other duties as assigned.



JOB DESCRIPTION

JOB TITLE	<u>Truck Driver – Class B</u>
DEPARTMENT	<u>Construction</u>
LOCATION	<u></u>
SUPVR'S TITLE	<u>Operation Supervisor</u>
	<u></u>

DATE	<u>February 2024</u>
SALARY GRADE	<u></u>
EXEMPT	<u></u>
NON-EXEMPT	<u>X</u>
SUPERVISORY	<u></u>
NON-SUPERVISORY	<u>X</u>

JOB SUMMARY

Responsible to operate dump truck and maintain it properly to transport material to designated location in a timely manner.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. Class B if driving dump truck only but Class A preferred.
2. Previous truck driving experience.
3. Ability to work flexible shifts, including weekends and overtime.
4. Display a professional and courteous attitude towards all team members and the public.

DUTIES AND/OR RESPONSIBILITIES

1. Pre and post trip inspections. Maintains driver logs when applicable.
2. Daily maintenance of equipment such as cleaning truck inside and out, greasing, oiling, brakes, lights, and any other maintenance instructed to perform.
3. Recognize surroundings and practice traffic awareness to maintain a safe environment.
4. Clean spilled material/buildup off box, belt, and gates.
5. Verify that gates are closed.
6. Discharge product.
7. Maintain proper information in truck cab pouch.
8. Report information accurately and completely on daily timecards, truck cab information and other needed paperwork.
9. Maintain and support a safe and harassment free work environment.
10. Ability to communicate effectively (verbal, listening, written).
11. Ability to read maps and navigate to new locations.
12. Must be self-motivated, team-player with excellent interpersonal skills; ability to maintain positive attitude and act courteous and respectful toward others.
13. Ability to work with minimum supervision and recognize matters needing attention and initiate action on that recognition.
14. Performs other duties as assigned.



JOB DESCRIPTION

JOB TITLE	Ready Mix Driver
DEPARTMENT	Ready Mix Division
LOCATION	Sioux City
SUPVR'S TITLE	Trucking Coordinator

DATE	February 2024
SALARY GRADE	
EXEMPT	
NON-EXEMPT	X
SUPERVISORY	
NON-SUPERVISORY	X

JOB SUMMARY

Drives mixer truck to deliver concrete mix to customer job sites in a timely manner to meet customer expectations.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. High school diploma or GED.
2. A CDL license with two years truck driving experience.
3. Must maintain medical card and acceptable driving record.
4. One to three months experience and/or training related to ready mix delivery.
5. Ability to use computerized time tracking system.
6. DOT Medical card, or must be able to obtain one.

DUTIES AND/OR RESPONSIBILITIES

1. Perform daily truck inspections and report needed repairs or safety concerns.
2. Perform daily housekeeping in truck cab and maintenance of equipment, including fluid levels and tire pressure.
3. Drives truck safely into position to receive load and adjusts ready mix to proper slump.
4. Adjusts drum revolutions to improve concrete quality.
5. Drives truck equipped with auxiliary concrete mixer to deliver concrete mix to job sites.
6. Recognizes surroundings and practice traffic awareness to maintain a safe environment.
7. Communicates with customer to understand requirements of job and deal with safety concerns. Clear communication is a must.
8. Positions truck for unloading and attaches chutes safely.
9. Adjusts moisture to contractor's requirements.
10. Cleans truck safely after delivery to prevent concrete from hardening in mixer and on truck, using water hose and hoe. This may require to climb up ladder using 3 points of contact onto platform.
11. Complete recordkeeping tasks, including: note changes made to the product and any weather and environmental conditions on the load ticket for quality assurance; daily timekeeping and time off requests; inspection reports.
12. Ensure OSHA, DOT, EPA, DNR, MSHA, Federal, State, and Local safety and environmental regulation compliance including attending training.
13. Performs other duties as assigned.

JOB TITLE	Flagger
DEPARTMENT	Asphalt
LOCATION	
SUPVR'S TITLE	Operations Supervisor
372.667-022	

DATE	January 2021
SALARY GRADE	
EXEMPT	
NON-EXEMPT	X
SUPERVISORY	
NON-SUPERVISORY	X

JOB SUMMARY

Responsible to safely control the movement of vehicular traffic through construction projects.

EDUCATION AND/OR WORK EXPERIENCE REQUIREMENTS

1. General education, grammar and arithmetic, GED or high school diploma or equivalent.
2. Ability to provide and maintain proper licensure and acceptable driving record.
3. Maintain valid driver's license with acceptable driving record when pilot car operation required.

DUTIES AND/OR RESPONSIBILITIES

1. Safely control movement of motoring public through construction site.
2. Discusses traffic routing plans and type of location of control points with supervisor.
3. Directs movement of traffic through site, using sign, hand and flag signals.
4. Warns construction workers when approaching vehicle fails to heed signals to prevent accident and injury to workers.
5. Informs drivers of detour routes through construction sites.
6. Records license number of traffic control violation for police.
7. May give hand marker to last driver in line up of one-way traffic for flagger at opposite end of site, signaling clearance for reverse flow of traffic.
8. Communicate effectively (verbal, listening, written) and work with difficult people under high stress situations. Self-motivated, team-player with good interpersonal skills; ability to maintain positive customer relations and act courteous/respectful of others. Monitor and discuss traffic flow problems with work crew and supervisor.
9. Performs other duties as assigned.

Knife River Midwest, LLC
2024 Iowa New Jobs Training Project
Classroom Training

Classroom Training Fund: **\$61,322.40**

New positions: **13**

Training Plan Completion Date: **June 1, 2034**

1. Employee Professional Skill/Workshops - \$18,396.72 or 30% of the classroom training fund is projected to be spent on the following items:
 - Tuition, Fees, and Books for College courses
 - Travel, lodging and meals for employees while training
 - Off-site Seminars (including employee travel)
 - On-site Seminars (including vendor travel)
 - Memberships
 - National, local and regional conferences/seminars
 - Annual Convention & Training
 - Asphalt Conference

2. Safety & Health – \$12,264.48 or 20% of the classroom training fund is projected to be spent on the following items:
 - OSHA Topics
 - Ergonomics
 - Fire Extinguisher Safety Training
 - Job Hazard Analysis Training
 - CPR Training
 - Blood borne pathogens
 - MDS
 - Hoists and Cranes
 - Lock Out/Tag Out
 - PPE
 - First Aide
 - Electrical
 - Chemical reactions
 - Reasonable suspicion
 - Forklift
 - Defensive Driving
 - Confined Space
 - ARC flash
 - Wellness
 - Hazard Communications
 - Emergency Action Planning
 - Caught-in Struck-by
 - Asphalt Training
 - Vendor-specific training

3. Management/Leadership - \$12,264.48 or 20.00% of the classroom training fund is projected to be spent on the following items:

- Manager/Supervisor/Leads training
- LEAN/quality training
- EEOC/Regulatory training
- Customer Relations
- Customized Company Specific
- Software
- Facilitation
- Legal Issues of Managing
- Drug -free workplace
- Strategic Planning
- Quality Improvement
- Train the Trainer
- Estimating
- Presentation / Communication Styles
- Delegation
- Federal DOT training
- Crucial Conversations
- Vendor-specific training

4. Employee Development - \$6,132.24 or 10% of the classroom training fund is projected to be spent on the following items:

- Harassment and Discrimination
- Customer Service
- Effective Communication
- Time Management and Organizational Skills
- Quality Improvement
- ESL and Workplace Spanish
- Business Communication
- HR training
- Vendor-specific training

5. Computer Training - \$6,132.24 or 10% of the classroom training fund is projected to be spent on the following items:

- Microsoft Office Suite products
- Proprietary software
- Basic computer skills
- Vendor-specific training

6. Training Materials - \$6,132.24 or 10% of the classroom training fund is projected to be spent on the following items:
- Manuals/Course Development – produced or purchased
 - Safety Materials
 - Printing
 - Textbooks
 - Library Materials
 - Periodical Subscriptions
 - Assessment Instruments Development or purchase
 - Safety equipment for use in training

\$180,000

Western Iowa Tech Community College

Industrial New Jobs Training Certificates
(Knife River Midwest, LLC Project)
Series 2024

Employer's Certificate re: Operating Agreement

The undersigned, Chris Winkel (name), hereby certifies that he/she is the duly qualified and acting Vice President (title) of Knife River Midwest, LLC, a Delaware limited liability company (the "Employer") in good standing and duly authorized and qualified to do business in the State of Iowa. The undersigned further certifies that attached hereto is a true and correct copy of the Employer's Operating Agreement or excerpts thereof setting out the officer or officers authorized to enter into binding contracts as the same may have been amended from time to time, which Operating Agreement or excerpts thereof are presently in full force and effect as of this date.

WITNESS the signature of the undersigned this 22nd day of March, 2024.

Knife River Midwest, LLC

Chris Winkel
By Vice President (title)

3303 Rock Island Place
Bismarck, ND 58504
(701) 223-5480
(701) 223-5557 FAX

June 30, 2023

Re: **Appointment of Agents - Power of Attorney
Knife River – Midwest Division**

To Whom It May Concern:

1. I hereby authorize and empower the following individuals to be designated an agent of Knife River Midwest, LLC ("Knife River") to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of Knife River:

Clark Meyer
Chris Winkel
Richard Dan Lewis
Jason Lothspeich
Jacob Luesebrink
Ronald Klinker

2. I hereby authorize and empower the following individuals to be designated an agent of Knife River Midwest, LLC ("Knife River") to execute and deliver documents for the purpose of lien releases, and to act as attorney in fact for the company to commence, prosecute, defend, satisfy or settle any claim or cause of action brought by Knife River in Small Claims Court in any county in the states of Montana, North Dakota and South Dakota, and to execute on behalf of Knife River any and all documents and pleadings necessary to accomplish said purpose:

Mikki Lee R. Solis

This authorization letter supersedes prior appointments of agents' power of attorney and is effective and in full force and effect until modified.

Sincerely,



Andrew Cramer
Region President

\$180,000

Western Iowa Tech Community College

Industrial New Jobs Training Certificates
(Knife River Midwest, LLC Project)
Series 2024

Employer's Certificate re: Supplemental Program

The undersigned, Chris Winkel (name), hereby certifies that he/she is the duly qualified and acting Vice President (title) of Knife River Midwest, LLC (the "Employer"). The undersigned further certifies that, except as fully disclosed on the exhibit attached hereto, each of the jobs identified on the attached shall be paid Starting Wages, equal to or greater than the applicable Laborshed wage, as such terms are defined in the Industrial New Jobs Training Agreement (the "Agreement") between the Employer and the Community College which Agreement includes the jobs identified on the attached.

The applicable Laborshed wage is \$ 22.56 per hour.

WITNESS the signature of the undersigned this 22ND day of March, 2024.

Knife River Midwest, LLC

Chris Winkel
By Vice President (title)

Western Iowa Tech Community College
Merged Area XII
(Knife River Midwest, LLC Project)

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Supplemental Program
 Knife River Midwest, LLC
 2024 INJT Project

Supplemental Wage Threshold:	\$22.56
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Position/Title	No. of positions	Hourly Wage	Withholding
Plant Operator – RM	1	\$28.00	3%
Sales Manager – RM	1	\$49.50	3%
Diesel Technician	1	\$25.00	3%
Dozer Operator	0.5	\$24.15	3%
Groundsman – Asphalt Plant	1.5	\$24.15	3%
Heavy Equipment Operator	0.5	\$24.15	3%
Laborer – Asphalt	1	\$22.56	3%
Q/C Technician	0.5	\$22.56	3%
Truck Driver – Belly Dump	1.5	\$24.15	3%
Truck Driver – Dump	1	\$22.75	3%
Truck Driver – Semi	0.5	\$24.15	3%
Truck Drivers – Ready Mix (5)	2.5	\$24.90	3%
Flagger	0.5	\$22.56	3%
TOTAL	13	\$26.04	3%