**The Board of Supervisors met on 4/1/25 at 10:03 a.m. due to technical issues in the Story County Administration Building. Lisa Heddens, and Latifah Faisal, with Heddens presiding. Linda Murken absent. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)**

**<u>ADOPTION OF AGENDA</u>: Faisal moved, Heddens seconded adopting the agenda as listed. Motion carried unanimously (MCU) on a roll call vote.**

**<u>PROCLAMATION RECOGNIZING APRIL 2025 AS NATIONAL COUNTY GOVERNMENT MONTH</u>: The Board read the proclamation in full. Faisal moved, Heddens seconded the approval of the Proclamation recognizing April 2025 as National County Government Month. Roll call vote. (MCU)**

**<u>PROCLAMATION RECOGNIZING APRIL 2025 AS SEXUAL ASSAULT AWARENESS MONTH</u>: The Board read the proclamation in full. Heddens moved, Faisal seconded the approval of the Proclamation recognizing April 2025 as Sexual Assault Awareness Month. Roll call vote. (MCU) Avery Prouty, Rural Sexual Abuse Advocate for Boone, Greene and part of Story counties, reported on sexual abuse and the reluctance to recognize and discuss it in communities. Prouty stated her organization is available to present on sexual harassment, sexual assault, prevention strategies, and the recognition of signs.**

**<u>CENTER FOR CREATIVE JUSTICE (CCJ) ANNUAL REPORT:</u> Staci Shugar, Executive Director, reported on mission, impact, history, and people served and additional statistics.**

**<u>CITY OF STORY CITY AND BERTHA BARTLETT LIBRARY AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT</u>: report will be given at a future meeting.**

**<u>HEARTLAND OF STORY COUNTY AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT</u>: Deb Schildroth, Executive Director, reported on opening six months ago and each area of the Sixty Forward Center; fitness classes, strength and cardio equipment, Hobby Hub, partnering with Ames High School support technology help, bingo and open game time, ban room; weekly orientation sessions, Atrium is a flex space, Bistro, website, and north the patio.**

**<u>HEARTLAND SENIOR SERVICES ANNUAL REPORT</u>: Deb Schildroth Executive Director, reported on services, funding support from Story County, Adult Day Care usage, Meals on Wheels, Senior Food programs, and a new outreach specialist.**

**<u>MINUTES</u>: 3/25/25 Minutes – Faisal moved, Heddens seconded approving the 3/25/25 Minutes as presented. Roll call vote. (MCU)**

**<u>PERSONNEL ACTIONS</u>: 1) pay adjustment, effective 4/6/25, in a) Attorney's Office for Katelyn Lee @ $25.46/hr; b) Facilities Management for Jordan Knapp @ $25.46/hr; c) Information Technology for Justin Tiernan @ $31.80/hr; d) Sheriff's Office for Matthew Bartos @ $3,304.00/bw; Cory Davis @ $3,515.98/bw; Leanna Ellis @ $4,697.58/bw. Faisal moved, Heddens seconded approving the Personnel Actions as presented. Roll call vote. (MCU)**

**Faisal moved, Heddens seconded approving the Consent Agenda as listed.**

1. **Setting Notice of Public Hearing for the FY26 Proposed Property Tax Levy for 4/7/25 at 10:00 am**
2. **Certificate of Appointment of Jason Ross as Deputy Sheriff, effective 3/24/25**
3. **Resolution #25-76, Award of Bid for Project BROS-CO85(162)-5F-85; Bridge Replacement - PPCB, on 150th Street over the Skunk River on the north line of Section 31 of T85-R23 (Howard Township)**
4. **Service Agreement for law enforcement between the Gilbert Community School District and Story County Sheriff's Office, effective 4/12/25, for $80.00 an hour per deputy sheriff for a minimum of two hours**
5. **2025 Rock Hauling Contract with Martin Marietta Aggregates for $430,425.00**
6. **Contract for Highway Right-of-Way with Lindsay & Brent Hannapel for the purchase of Temporary Easement for $298.02 (Project No. L-M24--73-85)**
7. **Resolution #25-78, to Abate Taxes Against Said Mobile Home due to removal from park pursuant to *Code of Iowa* §435.25**
8. **Contract between Sweeney Group LLC and Story County Sheriff's Office for approximately $4,500.00 for the mandatory Prison Rape Elimination Act (PREA) Audit to be conducted in FY26**
9. **Use of the County Credit Card to purchase Quicken software, effective 3/1/25-2/28/26, for $1,200.00**
10. **Acknowledgement of Closure of the Treasurer's Office to the Public on 4/3/25 for staff to attend statewide training**
11. **Labor Only Service Agreement between Securitas Technology Corporation and Story County for jail equipment and software, effective 4/1/25-3/31/30, for $775.00 per month**
12. **Agreement between Securitas Technology Corporation and Story County to replace a control panel for jail booking for $15,962.71**
13. **Utility Permit #25-8153**

**Roll call vote. (MCU)**

**<u>UPCOMING AGENDA ITEMS</u>: Faisal stated she will be hearing from the Juneteenth committee.**

**<u>LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS</u>: Both Board members reported on multiple items.**

**Faisal moved, Heddens seconded to adjourn at 10:43 a.m. Roll call vote. (MCU)**

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
4/1/25

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

   **Members of the public can participate by using the information below:**

   To join the zoom meeting by computer, tablet, smartphone :

   Join from a PC, Mac, iPad, iPhone or Android device:

   Please click this URL to join. HTTPS://US02WEB.ZOOM.US/J/84068041164?PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1

   Passcode: 751099

   Or One tap mobile:

   +13017158592,,84068041164# US (Washington DC)

   +13052241968,,84068041164# US

   Or join by phone:

   Dial(for higher quality, dial a number based on your current location):

   US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000 or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

   Webinar ID: 840 6804 1164

2. CALL TO ORDER: 10:00 A.M.

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:
   This comment period is for the public to address topics on today's agenda

6. Consideration Of Proclamation Recognizing April 2025 As National County Government Month

   Department Submitting Board of Supervisors

   Documents:

   NCGM.PDF

7. Consideration Of Proclamation Recognizing April 2025 As Sexual Assault Awareness Month

Department Submitting Board of Supervisors

Documents:

SAA.PDF

8. AGENCY REPORTS:

I. CCJ - Staci Shugar, Executive Director

Department Submitting Auditor

Documents:

CCJ ANNUAL REPORT.PDF

II. City Of Story City And Bertha Bartlett Library American Rescue Plan Act (ARPA) Annual Report - Mark Jackson And Tara Turner

Department Submitting Board of Supervisors

III. Heartland Of Story County American Rescue Plan Act (ARPA) Annual Report - Deb Schildroth, Executive Director

Department Submitting Board of Supervisors

IV. Heartland Senior Services Annual Report - Deb Schildroth

Department Submitting Auditor

Documents:

HEARTLAND.PDF

9. CONSIDERATION OF MINUTES:

I. 3/25/25 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms
1) pay adjustment, effective 4/6/25, in a) Attorney's Office for Katelyn Lee @ $25.46/hr; b) Facilities Management for Jordan Knapp @ $25.46/hr; c) Information Technology for Justin Tiernan @ $31.80/hr; d) Sheriff's Office for Matthew Bartos @ $3,304.00/bw; Cory Davis @ $3,515.98/bw; Leanna Ellis @ $4,697.58/bw.

Department Submitting HR

11. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Setting Notice Of Public Hearing-Proposed Property Tax Levy FY26 For April 7, 2025

Department Submitting Auditor

Documents:

PROPOSED PROPERT TAX LEVY.PDF

II. Consideration Of Certificate Of Appointment Of Deputy Sheriff Jason Ross Effective 3/24/2025

Department Submitting Sheriff

Documents:

ROSS CERTIFICATE.PDF

III. Consideration Of Resolution #25-76, Award Of Bid For Project BROS-CO85(162)-5F-85; Bridge Replacement - PPCB, On 150th St., Over Skunk River, N Line S31 T85 R23

Department Submitting Engineer

Documents:

RES 25 76.PDF

IV. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 4/12/2025 For A Minimum Of 2 Hours For $80.00/Hour

Department Submitting Sheriff

Documents:

GILBERT HS SECURITY CONTRACT.PDF

V. Consideration Of 2025 Rock Hauling Contract With Martin Marietta Aggregates For $430,425.00

Department Submitting Engineer

Documents:

2025 CONTRACT.PDF

VI. Consideration Of Contract For Highway Right Of Way With Lindsay & Brent Hannapel For The Purchase Of Temporary Easement In The Amount Of $1298.02 (Project No. L-M24--73-85)

Department Submitting Engineer

Documents:

CONTRACT EASEMENT.PDF

VII. Consideration Of Resolution #25-78, To Abate Taxes Against Said Mobile Home Removed From Park

Department Submitting Treasurer's Office

Documents:

22 75.PDF
RES 25 78.PDF

VIII. Consideration Of Contract Between Sweeney Group And Story County For Approximately $4,500 For The Mandatory PREA Audit To Be Conducted In Fiscal Year 2026

Department Submitting Sheriff

Documents:

SWEENEY GROUP.PDF

IX. Consideration To Use County Credit Card For Quicken Software For 3/1/25-2/28/26 For $1,200.00

Department Submitting Treasurer's Office

Documents:

2025 QUICKBOOKS CC PAYMENT MEMO.PDF

X. Acknowledgement Of Treasurer's Office Closed To Public On Thursday, April 3, 2025

Department Submitting Treasurer's Office

Documents:

OFFICE.PDF

XI. Consideration Of A Labor Only Service Agreement Between Securitas Technology Corporation And Story County Effective 4/1/25 - 3/31/30 For $775.00/Month

Department Submitting Sheriff

Documents:

SECURITAS 5 YEAR LABOR ONLY SERVICE AGREEMENT.PDF

XII. Consideration Of Agreement Between Securitas Technology Corporation And Story County To Replace A Control Panel For $15,962.71

Department Submitting Sheriff

Documents:

SECURITAS UPGRADE BOOKING GP TO SYNTINEL.PDF

XIII. Consideration Of Utility Permit #25-8153

Department Submitting Engineer

Documents:

UT 25 8153.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:
    Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

18. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:

19. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

**Story County Board of Supervisors**
**Agenda**
**4/1/25**

| NAME | AGENCY |
| --- | --- |
| Avery Prauty | ACCESS |
| Shanda Metzler | Access |
| Staci Shugar | CCS |
| Gayleta Goodman | Ames |
| Josie Theilen | AMES |
| Camryn Johnson | ames |
| Kersyn Parkonen | ames |
| Crystal D-Davis | BOS |
| [illegible] | BOS |
| Micah Andrea | SCSO |
| Deb Schildroth | Heartland of Story Co. |
| Lisa Diggs | Access |

# PROCLAMATION

## *National County Government Month*

## April 2025

**WHEREAS,** the nation's 3,069 counties serving more than 330 million Americans provide essential services to create healthy, safe and vibrant communities; and

**WHEREAS,** counties fulfill a vast range of responsibilities and deliver services that touch nearly every aspect of our residents' lives; and

**WHEREAS,** Story County and all counties take pride in our responsibility to protect and enhance the health, wellbeing and safety of our residents in efficient and cost-effective ways; and

**WHEREAS,** this year, the theme is consistent with National Association of Counties President Bryan Desloge's initiative, **"Brilliant Ideas at Work."** The theme encourages counties, parishes and boroughs to feature their most innovative and successful programs — those truly making a difference in residents' lives; and

**WHEREAS,** each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services; and

**NOW, THEREFORE, BE IT RESOLVED THAT,** We, the Story County Board of Supervisors, do hereby proclaim **April 2025** as **National County Government Month** and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

SIGNATURE 4-1-25 DATE

SIGNATURE 4/1/25 DATE

SIGNATURE DATE

Story County
IOWA • 1853

# PROCLAMATION
## *Sexual Assault Awareness Month*

## April 2025

**WHEREAS,** Nationwide, 81% of women and 43% of men reported experiencing some form of sexual harassment and/or assault in their lifetime, as sourced by National Sexual Violence Resource Center; and

**WHEREAS,** Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread and has implications for every community member; and

**WHEREAS,** there is compelling evidence that we can be successful in reducing sexual violence through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

**WHEREAS,** we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

**WHEREAS,** anyone can be a leader in preventing and ending sexual violence. As employers, educators, parents, and friends, we all have an obligation to uphold the basic principle that every individual should be free from violence and fear; and

**WHEREAS,** we encourage every person to start conversations about what sexual violence is, how to prevent it, and how to help survivors connect with services, and to speak out against harmful attitudes and actions.

**NOW, THEREFORE, BE IT RESOLVED THAT,** We, the Story County Board of Supervisors, do hereby proclaim **April 2025** as **Sexual Assault Awareness Month** in Story County, to keep our community members safe from this crime and to stand with survivors and victims of sexual assault.

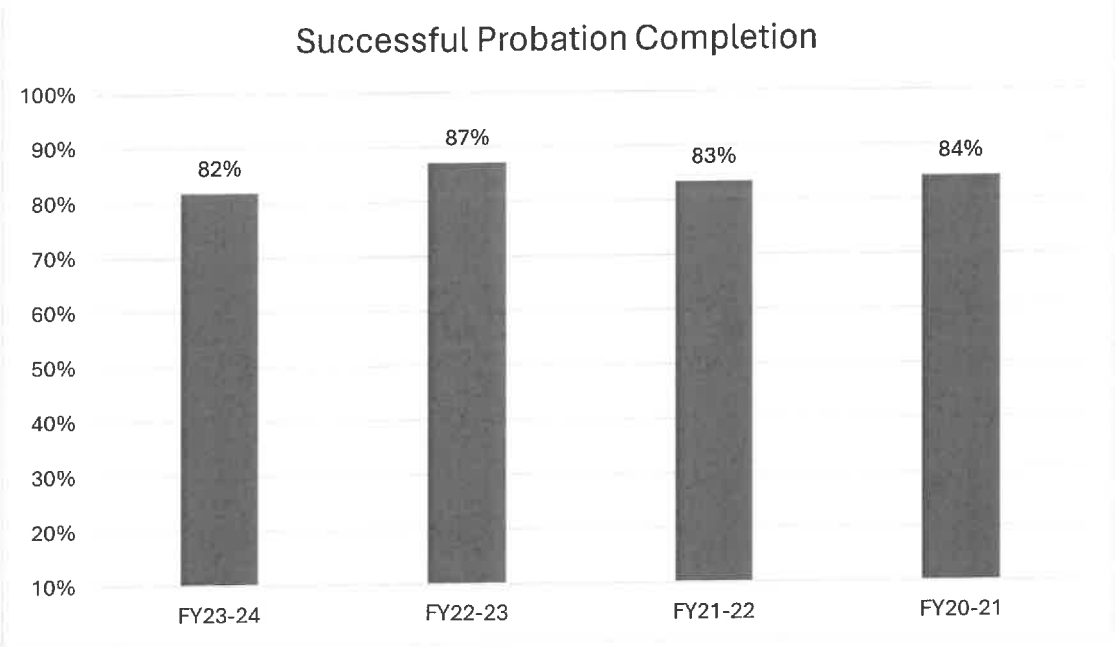
SIGNATURE 4-1-25 DATE

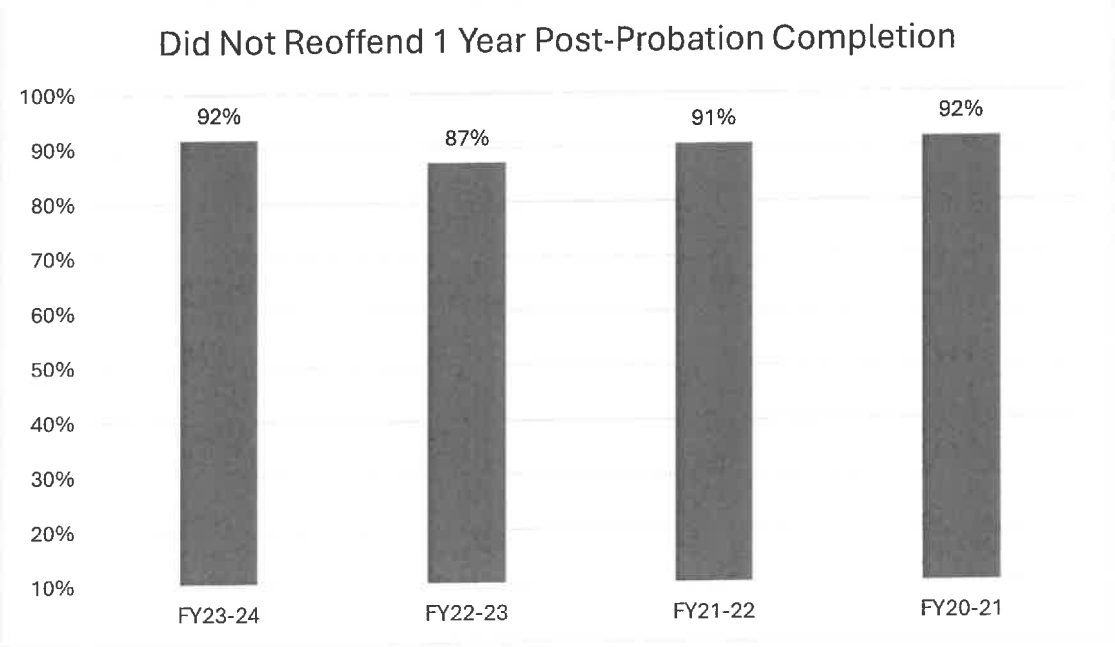
SIGNATURE 4/1/25 DATE

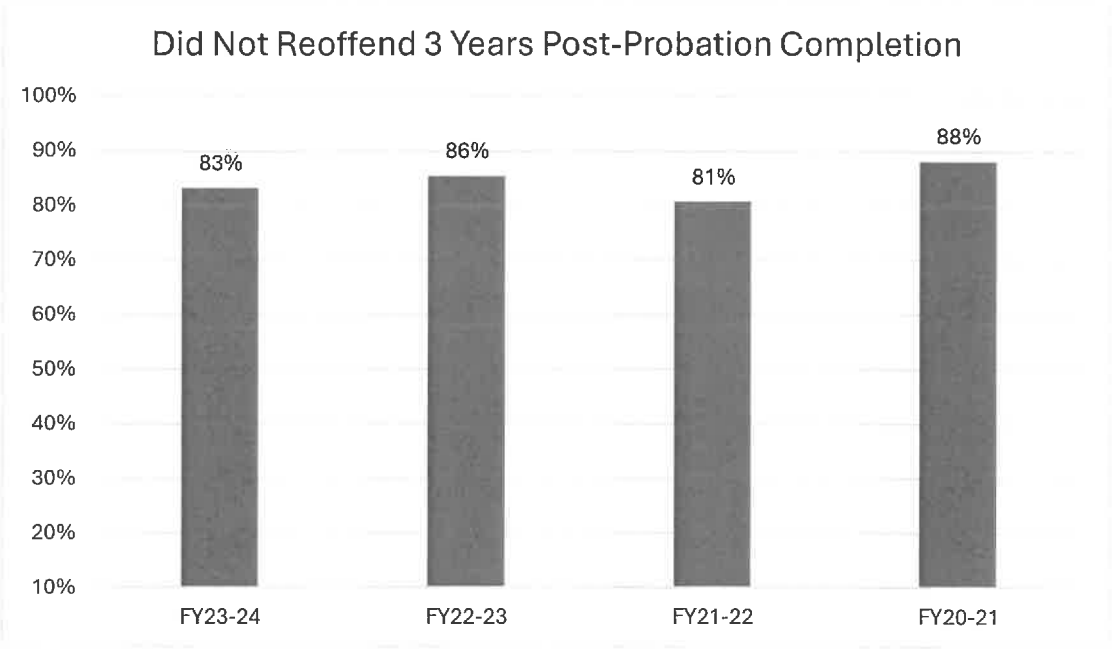
SIGNATURE DATE

Story County
IOWA • 1853

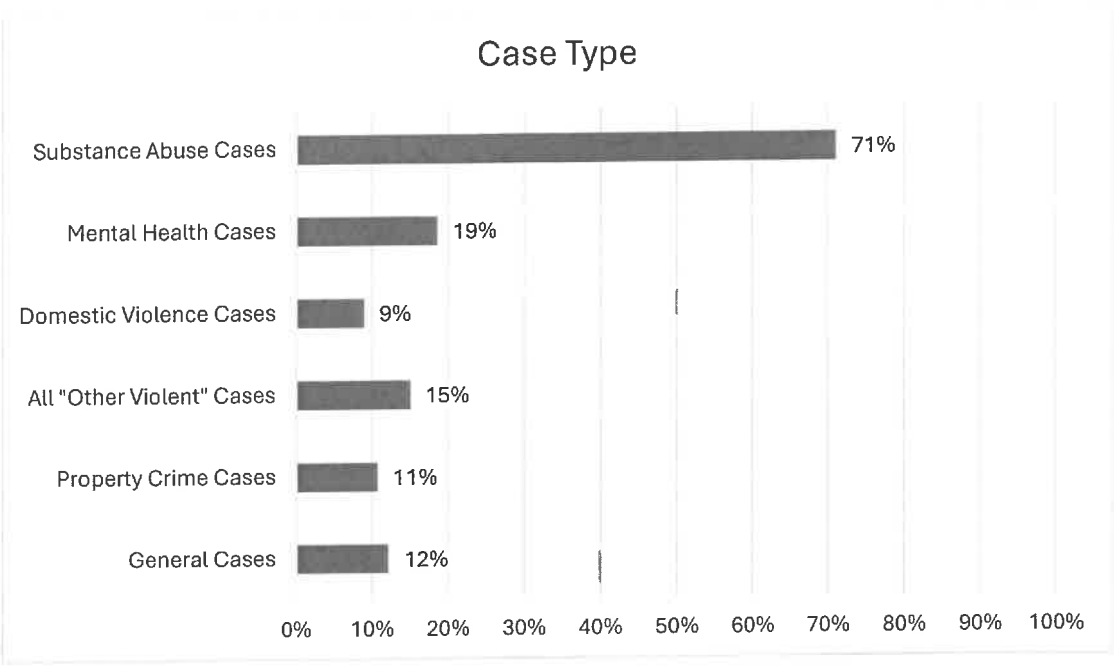
**Data retrieved from the Center for Creative Justice's Clear Impact Scorecard.**

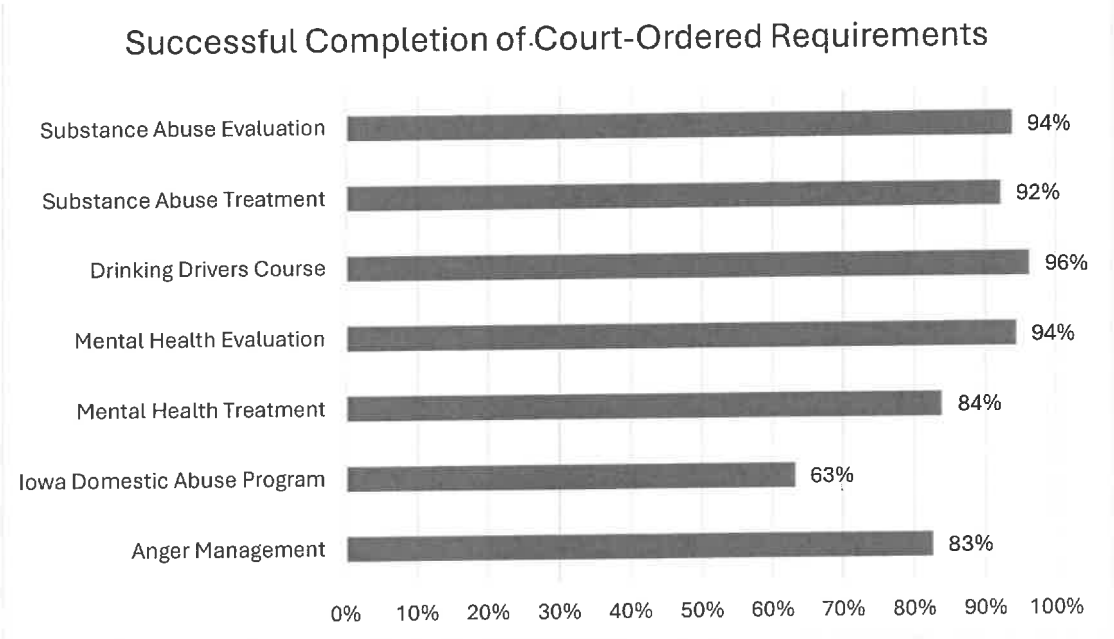


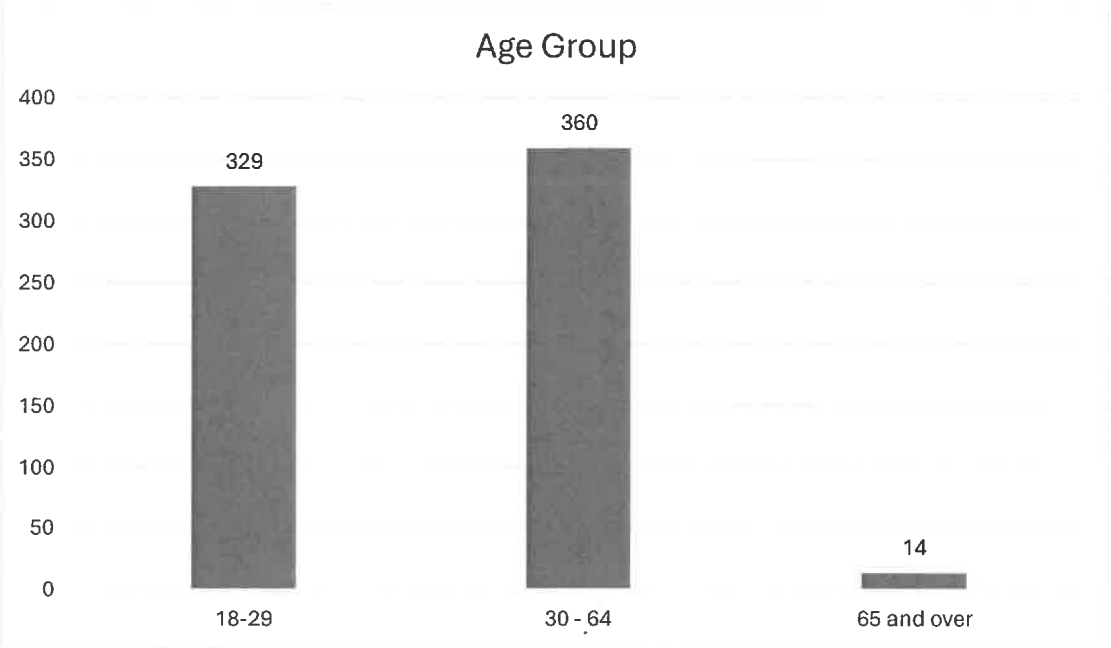


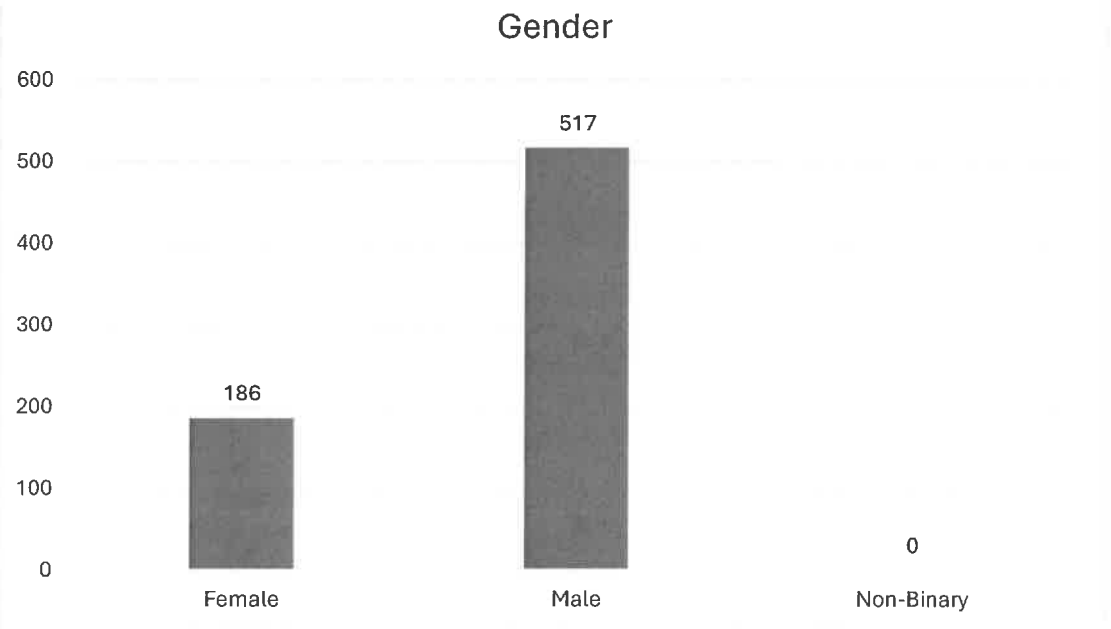

**Data retrieved from probation officer responses to the Center for Creative Justice's Case Close Out Surveys.**

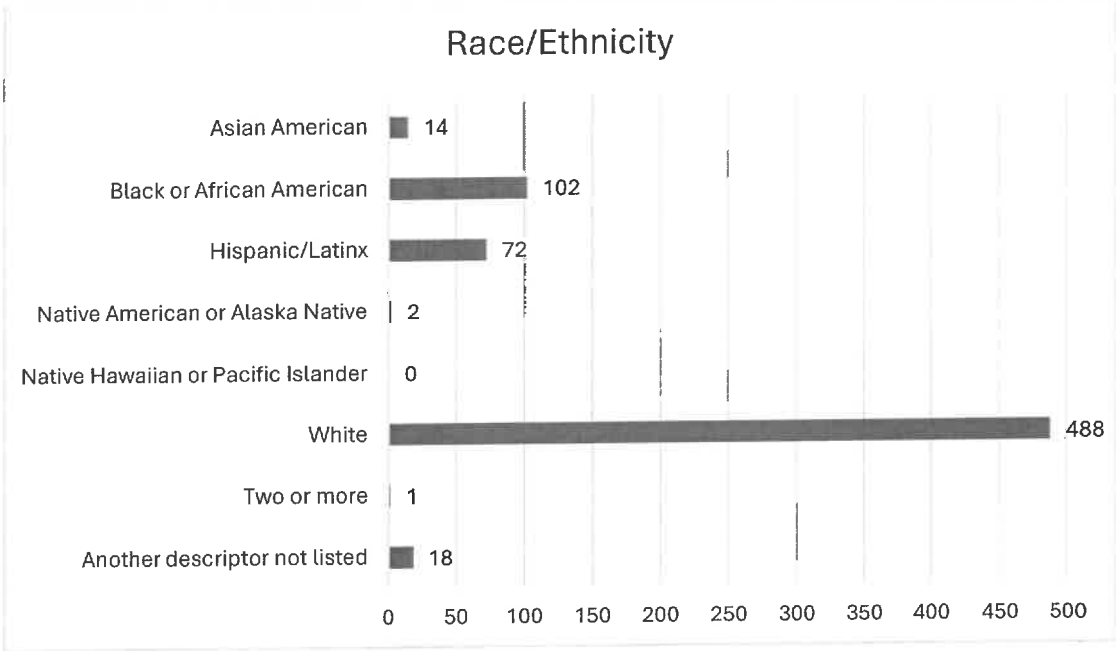

Case Type
Substance Abuse Cases
71%
Mental Health Cases
19%
Domestic Violence Cases
9%
All "Other Violent" Cases
15%
Property Crime Cases
11%
General Cases
12%
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

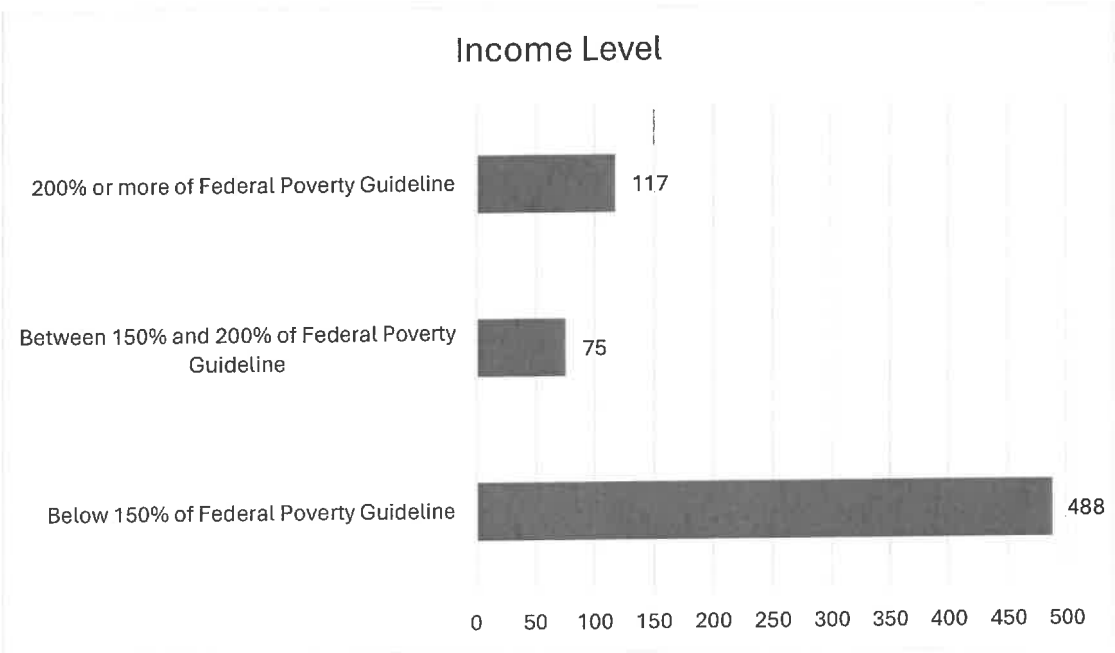

Successful Completion of Court-Ordered Requirements
Substance Abuse Evaluation
94%
Substance Abuse Treatment
92%
Drinking Drivers Course
96%
Mental Health Evaluation
94%
Mental Health Treatment
84%
Iowa Domestic Abuse Program
63%
Anger Management
83%
0%
10%
20%
30%
40%
50%
60%
70%
80%
90%
100%

**Data retrieved from the Center for Creative Justice's Clear Impact Scorecard.**

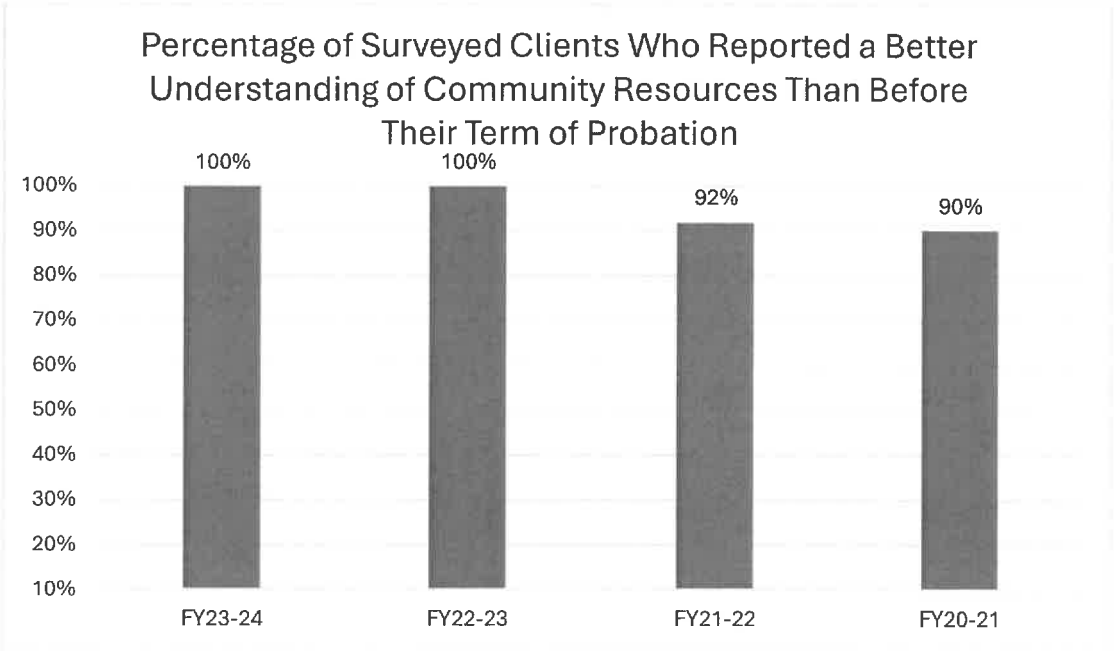


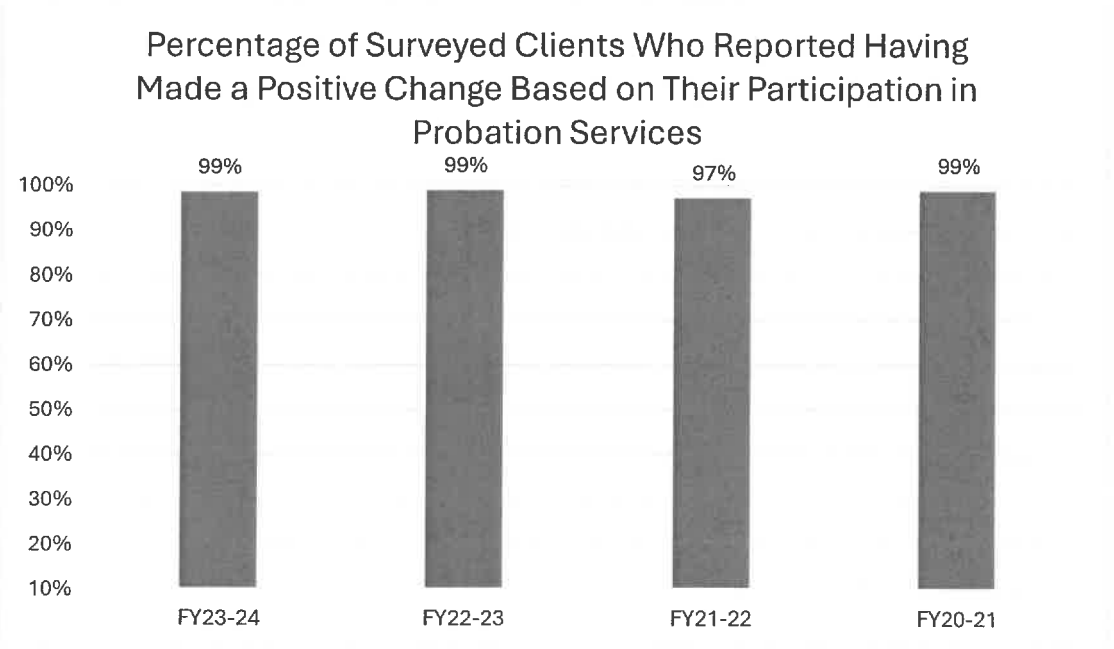




Race/Ethnicity
Asian American
14
Black or African American
102
Hispanic/Latinx
72
Native American or Alaska Native
2
Native Hawaiian or Pacific Islander
0
White
488
Two or more
1
Another descriptor not listed
18
0
50
100
150
200
250
300
350
400
450
500


Income Level
200% or more of Federal Poverty Guideline
117
Between 150% and 200% of Federal Poverty Guideline
75
Below 150% of Federal Poverty Guideline
488
0
50
100
150
200
250
300
350
400
450
500

**Data retrieved from anonymous responses to the Center for Creative Justice's Client Survey.**



# Annual Impact Story

*Personal Story provided by Taylor T.*

---

*I want to take a moment to express my sincere gratitude for the support and guidance I received from all the staff at CCJ, especially my probation officer, Zak. From the very beginning, he approached my situation with understanding and compassion, making it clear that his goal was not just to supervise but to help me succeed.*

*Zak consistently treated me with respect, never making me feel like just another case. He took the time to listen, to encourage, and to remind me of my own potential, even when I struggled to see it myself. His belief in me was genuine, and that made all the difference.*

*There were times when I doubted myself, when the weight of my past felt too heavy to move forward – but Zak never let me lose sight of the progress I was making. He motivated me to keep working on myself, to push past obstacles, and to build a better future. Instead of focusing on my mistakes, he focused on my growth, reinforcing the belief that I was capable of real change.*

*Beyond Zak's encouragement, CCJ as a whole provided me with real help and pointed me toward resources that made achieving a brighter future even easier. Whether it was access to job opportunities, mental health support, or guidance on rebuilding my life, they didn't just expect me to succeed – they gave me the tools to do it.*

*Because of their guidance, I didn't just complete my probation – I became a stronger, more determined person. I will always be grateful for their kindness, patience, and unwavering support when I needed it most. Officers like Zak, along with the dedicated staff at CCJ, make a real impact, and I hope more people are lucky enough to have that kind of support in their corner.*

*A sincere thank you to Zak and the entire CCJ staff for believing in me and helping me build a better future.*

---

HEARTLAND
OF STORY COUNTY

205 S. Walnut Avenue
Ames, IA 50010
515-233-2906

# Story County Board of Supervisors
**April 1, 2025**

**Board of Supervisors' ASSET Allocation**
FY23/24: $111,446 and we expended all funds.
FY24/25: $119,299 and we anticipate expending all funds.

On behalf of those we serve, thank you for your ongoing support and funding.

## FY23/24 OVERVIEW

During FY 2023/24 Heartland services continued to be provided in temporary locations while the new Sixty Forward Center was being built. Much of the year was spent on planning and coordinating the move and opening day.

**Unduplicated Participation Total: 728**

- Excluding Ames, 211 residents from 14 Story County communities utilized services
- Unduplicated Ames residents: 491
- Unduplicated outside Story County: 26

**The following FY23/24 data includes Ames:**

**Activities:**
Mission: Provide a wide range of activities that are fun, social, educational and affordable that assist 60+ throughout Story County to age well.

- Participation hours: 268
- Bingo, exercise classes, and monthly dances

**Adult Day Center (ADC):**
Mission: Assist families in maintaining a loved one at home by offering a safe, caring and person-centered environment.

ADC serves individuals who are 60+ and have a chronic health condition, dementia, or a dementia-related condition. Of the people that attend ADC, 90% have dementia or a dementia-related condition. This program benefits both the individual and their caregiver(s). It is also a very cost-effective alternative to being placed in a 24/7 memory-care facility.

- **FY23/24: Served 44 unduplicated individuals**

**Nutrition – Meals on Wheels and Senior Food Program:**
Mission: Provide access to nutritious and well-balanced meals that helps individuals maintain their desired level of independence.

Mary Greeley Medical Center prepares the meals and Heartland, through a volunteer base of over 80 people, delivers the meals.

- **FY23/24:**
  - **Meals on Wheels: 39,453/meals**
  - **Meals on Wheels Under 60: 1,589/meals**

Heartland contracts with Polk County Supplemental Foods for the Senior Food Program. A box of shelf-stable foods is available to people 60+ who meet specific income guidelines.
  - **Senior Food Program: 842/boxes**

**Outreach:**
Mission: Connect people to programs and services by assessing their needs and identifying available resources that support their independence.

- **FY23/24: Served 563 unduplicated individuals**

**New Facility Update**
Construction began on the Sixty Forward Center in March 2023 and opened on September 30, 2024. Thank you, again, for your support of $300,000 in ARPA funding.

This is an exciting accomplishment as it will allow us to better serve those 60+ throughout Story County through physical activity, health and nutrition offerings, and social networking opportunities.

In Appreciation,

*Deb*

Deb Schildroth
Executive Director

| COUNTY NAME: STORY COUNTY | NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY<br>Fiscal Year July 1, 2025 - June 30, 2026 | COUNTY NUMBER: 85 |
|---|---|---|

**The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County tax asking as follows:**

**Meeting Date: 4/7/2025 Meeting Time: 10:00 AM Meeting Location: Story County Administration Building, Public Meeting Room, 900 6th St., Nevada, IA**

**At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the Board will publish notice and hold a hearing on the proposed county budget.**

County Website (if available)
storycountyiowa.gov

County Telephone Number
(515) 382-7212

| Iowa Department of Management | Current Year Certified Property Tax FY 2024/2025 | Budget Year Effective Tax FY 2025/2026 | Budget Year Proposed Tax FY 2025/2026 |
|---|---|---|---|
| Taxable Valuations-General Services | 5,910,687,124 | 6,047,061,692 | 6,047,061,692 |
| Requested Tax Dollars-Countywide Rates Except Debt Service | 25,522,701 | 25,522,701 | 23,281,188 |
| Taxable Valuations-Debt Service | 6,149,703,216 | 6,333,964,220 | 6,333,964,220 |
| Requested Tax Dollars-Debt Service | 598,120 | 598,120 | 1,151,768 |
| Requested Tax Dollars-Countywide Rates | 26,120,821 | 26,120,821 | 24,432,956 |
| **Tax Rate-Countywide** | 4.41532 | 4.31511 | 4.03184 |
| | | | |
| Taxable Valuations-Rural Services | 1,338,237,709 | 1,347,191,022 | 1,347,191,022 |
| Requested Tax Dollars-Additional Rural Levies | 3,853,121 | 3,853,121 | 4,284,067 |
| **Tax Rate-Rural Additional** | 2.87925 | 2.86011 | 3.18000 |
| **Rural Total** | 7.29457 | 7.17522 | 7.21184 |
| | | | |
| **Tax Rate Comparison-Current VS. Proposed** | | | |
| Residential property with an Actual/Assessed Valuation of $100,000/$110,000 | **Current Year Certified Property Tax FY 2024/2025** | **Budget Year Proposed Tax FY 2025/2026** | **Percent Change** |
| Urban Taxpayer | 205 | 210 | 2.44 |
| Rural Taxpayer | 338 | 376 | 11.24 |
| | | | |
| **Tax Rate Comparison-Current VS. Proposed** | | | |
| Commercial property with an Actual/Assessed Valuation of $300,000/$330,000 | **Current Year Certified Property Tax FY 2024/2025** | **Budget Year Proposed Tax FY 2025/2026** | **Percent Change** |
| Urban Taxpayer | 903 | 940 | 4.10 |
| Rural Taxpayer | 1,492 | 1,681 | 12.67 |

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at $150,000 Actual/Assessed Valuation. The Proposed Property taxes assume a 10% increase in property values for the year as a comparison to the current year.

Reasons for tax increase if proposed exceeds the current:

Levy rates are lower.

APPROVED DENIED

Board Member Initials: JKH

Meeting Date: 4-1-25

Follow-up action:

Budget Basis
CASH

## GENERAL BASIC FUND LEVY CALCULATION

| | GBFL Max Rate | GBFL Max Dollars | Non-TIF Taxable w/ G&E | Taxable Growth % |
|---|---|---|---|---|
| FY 2025 Budget Data | 3.39806 | 20,220,548 | 5,950,618,629 | 2.29 |
| | Limitation Percentage | | | |
| | 0 | | | |
| | GBFL Max Rate | GBFL Max Dollars | Revenue Growth % | |
| Max Allowed GBFL for FY 2026 | 3.50000 | 21,303,679 | 5.36 | |

## RURAL BASIC FUND LEVY CALCULATION

| | RBFL Max Rate | RBFL Max Dollars | Non-TIF Taxable w/ G&E | Taxable Growth % |
|---|---|---|---|---|
| FY 2025 Budget Data | 2.87925 | 3,919,929 | 1,361,441,004 | 0.65 |
| | Limitation Percentage | | | |
| | 0 | | | |
| | RBFL Max Rate | RBFL Max Dollars | Revenue Growth % | |
| Max Allowed RBFL for FY 2026 | 3.95000 | 5,412,604 | 38.08 | |

# CERTIFICATE OF APPOINTMENT OF DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Jason Russell Ross as deputy sheriff and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff beginning the 24th day of March, A.D. 2025.

Given under my hand this 24th day of March, A.D. 2025.

Paul H. Fitzgerald
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Jason Russell Ross, having been appointed a Deputy Sheriff of Story County, Iowa, under Paul H. Fitzgerald, Sheriff of Story County, Iowa, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa, against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Sheriff's Office; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Sheriff's Office; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Sheriff and of my fellow man, so help me God.

Jason Russell Ross

Subscribed and sworn to before me, this 24th day of March, A.D. 2025.

NOTARIAL SEAL IOWA
CONSTANCE TORESDAL
Commission Number 18[illegible]
My Commission Expires
10-4-25

Notary

Above appointment approved by the Board of Supervisors of Story County, this 1st day of April, A.D. 2025.

Story County Board of Supervisors

Attest: Story County Auditor

Prepared by and return to: The Story County Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

# RESOLUTION #25-76

Story County Board of Supervisors

Award of Bid for Project BROS-C085(162)--5F-85

Bridge Replacement - PPCB, On 150th St., over Skunk River, N Line S31 T85 R23

**BE IT RESOLVED,** by the Story County Board of Supervisors, as follows:

Section 1: That bid for project BROS-C085(162)--5F-85, be awarded to the low bidder, Herberger Construction Co., Inc., Indianola, IA for the total cost of $1,233,758.65.

Section 2: That the Story County Engineer be authorized to sign the contract documents on behalf of the board for this project.

Section 3: That this resolution shall take effect immediately

Adopted this 1st day of April, 2025

**Recommended Approval by:**

3-26-25

Darren R. Moon, P.E. Date
County Engineer

Chairperson, Board of Supervisors

Attest:

County Auditor

| ROLL CALL FOR ALLOWANCE | | | | |
|---|---|---|---|---|
| | Latifah Faisal | Yea ✓ | Nay___ | Absent___ |
| | Lisa Heddens | Yea ✓ | Nay___ | Absent___ |
| | Linda Murken | Yea___ | Nay___ | Absent ✓ |

ALLOWED BY VOTE OF BOARD Yea 2 Nay Ø Absent 1

CHAIRPERSON Above tabulation made by SB

# STORY COUNTY SHERIFF
## SERVICE AGREEMENT
## # 25-02

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

**Definitions:**

**The Agreement** is this five-page agreement identified by the numerical designation and any and all attachments reference.

**Story County Sheriff,** hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

**The Gilbert Community School District,** hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

**The Parties,** refers to the "Service Provider" and the "Contractor".

**Additional Terms,** if none then state "none":

None

**Terms**

Service Provider:
**Story County Sheriff's Office**
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
**Gilbert Community School District**
103 Mathews Drive
Gilbert, IA 50105
515-232-3740

**I Description of Services**

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

## II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

1. **1 Full-Time Deputy present at a high school dance**

## III Times and location(s)

The Contractor requires the services of the Service Provider at the following location:
(For more than one location list in section C and make attachments as necessary.)

| | |
|---|---|
| Location: | **Gilbert High School** |
| Address: | **312 Gretten St** |
| City/rural: | **Gilbert, IA 50105** |
| Time: | **1945 – 2300hrs** |

**A.** If the services is to continue for an indefinite period complete this section only.

State date of service: Day Month Year

**B.** If the service is to be for a single date complete this section only.

Date of service: **12th** (Day) **April** (Month) **2025** (Year)

**C.** If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: Day Month Year

**Chart**

| **Days** | | **Times** |
|---|---|---|
| Monday | ___ | _____a.m. to_____p.m. and _____ p.m. to _____a.m. |
| Tuesday | ___ | _____a.m. to _____a.m. and _____p.m. to _____a.m. |
| Wednesday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Thursday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Friday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Saturday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Sunday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |

**Additional Locations:**

Address:
City/rural:

(If necessary attach additional descriptions)

**IV** **Duration of Agreement**

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

**V** **Fees**

The Contractor agrees to pay:

**Eighty dollars ($80.00) per hour for a minimum of two (2) hours** for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Forty dollars ($40.00) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

**VI** **Payment**

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a **XX as invoiced** by the Story County Sheriff. (Check which payment)

**VII** **Changes or Termination during the Agreement**

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires_____days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

**VIII** **Confidentiality**

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

## IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

## X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

## XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

## XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

## XIII Representative

The Contractor designates **John Ronca** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

| Service Provider Representative | Contractor Representative |
|---|---|
| **Lt. Gary Backous** | **John Ronca** |
| **515-382-7457** | **515-232-3738** |

**Address:**

| | |
|---|---|
| **Story County Sheriff** | **Gilbert Community School District** |
| **1315 South B Avenue** | **103 Mathew Drive** |
| **Nevada, IA 50201** | **Gilbert, IA 50105** |
| **515-382-7457** | **515-851-8584** |
| gbackous@storycountyiowa.gov | roncaj@gilbertcsd.org |

**Billing Address:**

Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office**
**1315 South B Avenue**
**Nevada, IA 50201**

**Service Agreement Signatures**

Service Provider

Authorized Representative

Lieutenant, Support Services
Title

3 / 25 / 2025
Date

Contractor

Authorized Representative

High School Assistant Principal
Title

3 / 25 / 2025
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 4 / 1 / 2025

Board of Supervisors

Attest: Story County Auditor

(Staple attachments to back)

**BOARD OF SUPERVISORS RESOLUTION #25-78**

**TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES DUE TO REMOVAL FROM PARK**

**WHEREAS,** the following mobile homes were located at 124 River St, Cambridge, Iowa, also known as Cambridge Acres LLC, Story County, Iowa; and,

**WHEREAS,** said mobile homes were removed by the owners without our knowledge; and,

**WHEREAS,** said mobile homes have outstanding county tax sales and delinquent taxes; and,

**WHEREAS,** Section 435.25 of the Code of Iowa states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile homes; and,

**NOW, THEREFORE BE IT RESOLVED,** that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

| | | | |
|---|---|---|---|
| Lina Guerrero | VIN:M605814 | LOT#5 TITLE: 85AD56566 | $894.00 |
| Irma Rubio-Flores | VIN:0130371N | LOT#6 TITLE: 85AC67099 | $349.00 |
| Richard Sterba | VIN:0456824I | LOT#9 TITLE: 85AD56566 | $762.00 |

**APPROVED** this 1st, day of April, 2025

Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL FOR ALLOWANCE

Latifah Faisal Yea ✓ Nay___ Absent___

Lisa Heddens Yea ✓ Nay___ Absent___

Linda Murken Yea___ Nay___ Absent ✓

ALLOWED BY VOTE OF BOARD

Yea 2 Nay 0 Absent 1

Above tabulation made by SB

CHAIRPERSON

Cambridge Acres, LLC

PO Box 222

Cambridge, Iowa 50046

March 13, 2025

Story County Treasurer

RE: Lots 5, 6 and 9

These three lots are vacant.

We do not have any information on the past tenants' current addresses.

Lot 5 was Guadalupe Rangel, PO Box 283, Cambridge

Lot 6 was Fernando Hernadez, PO Box 143, Cambridge

Lot 9 was Richard Sterba, PO Box 345, Cambridge

Kevin Tully

# CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

## I. AUDITOR

**A. Designated Auditor.** The auditor may employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA Auditing standards. The Auditor assigned to audit the Story County Jail will be Chris Sweney, Department of Justice Certified PREA Auditor.

**B. Auditor Staff.** In addition to the Auditor, only individuals authorized by the Auditor and the Agency may be present during the on-site portion of the audit to assist the auditor.

**C. Auditor Expenses.** In addition the Auditors fees set forth below, the Agency shall bear all reasonable fees and expenses the auditors incurs in the conduct of the audit.

**D. Auditor Fees.** The Auditor shall be compensated for the initial audit and any required corrective action process as follows:

1. **Story County Jail - $4,000** includes all pre-audit documentation review and assessment, on-site audit, staff and inmate interviews, post audit corrective action and final report.

2. **Travel Cost** – One-night hotel **$150.00**, Travel (Mileage 376 x .67) **$251.92**, and per diem (Two-day(s) x $46.00 = **$92.00**) Travel costs are approximate; the agency will be made aware of any significant increase in cost prior to the audit.

3. **Total Cost -- $4,493.92**

**E. Prohibition on Additional Compensation.** The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.

**F. Ex-Parte Communication.** The Auditor shall be permitted to initiate and receive ex parte communication with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, and residents, and other interested parties.

**G. Auditor Responsibility and Authority.**

1. The Auditor shall have the responsibility and authority to independently observe, assess, review and report on the Agency's implementation and compliance with the National PREA Standards. In order to accurately assess compliance at the facility.
2. The Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and Contractors; individually interview a sampling of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports.
3. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions.
4. The Auditor shall be responsible for independently verifying representation from the Agency regarding facility compliance.

**H. Auditing Schedule**. The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.

**I. Public Statements**. Except as required or authorized by the PREA auditing standards; federal, state or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements - including, but not limited to, statements to the press, conference presentations, lectures or articles - with regard to: the status of the Agency's compliance or noncompliance with the PREA standards, or any act or omission of the Agency or its agents, representatives or employees.

**J. Testimony**. Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National PREA Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.

**K. Conflict of Interest**. The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three year period prior to the audit, or during the three year period subsequent to the audit.

**L. Auditor Independence**. Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditors activities, reports, findings, or recommendations.

**M. Termination of the Auditor**. The auditor may be terminated if the agency and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the auditor's fitness to continue serving as the Auditor.

**N. Audit Report Delivery**. The Auditor shall provide the audit report to the Agency head and the facility superintendent within 30 calendar days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.

**O. Corrective Action Process**. If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the auditor shall review and comment upon, deliverables provided to the auditor pursuant to the corrective action timeline. Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

## CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

**II. THE AGENCY**

**A.** Tentative Audit Timeline. The parties tentatively agree that the initial on-site visit for the audit will occur **July 28th – 19th, 2025.**

**B. Maintenance of Documentation and Information**. Any and all of the documentation (including electronic documentation) required by the National PREA Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during and after the on-site visit.

**C. Auditor Access**. The Agency shall ensure that the Auditor have access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.

**D. Posting of Auditor Contract Information**. The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited, for the six-week period prior to the on-site visit.

**E. External Advocacy Organizations** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. 115.401(0).

**F. Access to External Investigative Personnel**. The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National PREA Standards to the Auditor.

**G. Auditor Workspace and Electronics**. During any on-site visit, the Agency shall provide the auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, access to or be allowed to bring in a scanner and internet access, mobile telephones, and/or a PDA within that workspace.

**H. Publication of Audit Report**. The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of reports.

**I. Retaliation Safeguards**. The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed, or will file, a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that is shall timely and thoroughly investigate any allegations of retaliation in violation of National PREA Standards or this Contract and take corrective action identified through such investigations.

**J. Mandatory and Discretionary Reporting Information**. The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.

## CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

**K. Primary Points of Contact**. The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility. (e.g., mental health care, investigations, and housing classification) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

**L. Termination of Contract**. The Agency shall be entitled to terminate this Contract in its entirety upon providing the Auditor with written notice at any time for the following reasons:

1. If the Auditor becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or

2. If the Auditor shall fail to prosecute the work, or any part thereof, with the diligence necessary to insure its progress and timely completion as prescribed by this Contract and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice of default; or

3. If the Auditor shall commit and act or omission that violates any law, PREA standard or other applicable government regulation.

4. At the end of any year of the audit for any reason, with or without cause.

5. The Auditor may terminate this Contract in its entirety upon the Agency's failure to timely submit payment as set forth in this Contract. Upon termination, the Auditor shall be entitled to payment on a pro rate basis for work completed in a satisfactory manner prior to receipt of notice of termination if an invoice is sent to the Agency within 30 days of the Auditor's receipt of the notice of termination.

**M. Independent Contractor**. The relationship created by this Contract is that of an independent contractor. Auditor is not an agent or employee of the Agency for any purpose whatsoever.

**N. Invoicing and Payment**. The Auditor will submit the invoice for payment upon completion of the initial summary report. The agency will make payment within thirty (30) days of receiving the invoice.

**IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date set forth below.**

| | | |
|---|---|---|
| Lucy Martin | | 4.1.25 |
| Auditor Name (Printed) | Auditor Signature | Date |
| Lisa K Heddens | | 4-1-25 |
| Agency Head (Printed) | Agency Head Signature | Date |

# CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

**EXHIBIT A**

§ 115.401 Frequency and scope of audits.
(a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once. (b) During each one-year period starting on August 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited. (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues. (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit. (e) The agency shall bear the burden of demonstrating compliance with the standards. (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type. (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period. (h) The auditor shall have access to, and shall observe, all areas of the audited facilities. (i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information). (j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request. (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators. (l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited. (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees. (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel. (o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

§ 115.402 Auditor qualifications.
(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience. (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements. (c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor. (d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

§ 115.403 Audit contents and findings.
(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review. (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards. (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level. (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each.

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/ Vol. 77, No. 119 / Wednesday, June 20, 2012 / Rules and Regulations audited facility, and shall include recommendations for any required corrective action. (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice. (f) The agency shall ensure that the auditor's final report is published on the agency's Web site if it has one, or is otherwise made readily available to the public.

§ 115.404 Audit corrective action plan.
(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period. (b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance. (c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility. (d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action. (e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that is has achieved compliance.

§ 115.405 Audit appeals.
(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination. (b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit. (c) The findings of the re-audit shall be considered final.

# Martin Marietta Aggregates

## 2025 Ames Mine Rock Hauling - Story County

| Segment ID | Length | Distance To Mine | Tons/Mile | Tons | Material | Freight | Delivered | Segment Cost |
|---|---|---|---|---|---|---|---|---|
| | (mi) | (mi) | 250 | | cost per ton (1" roadstone) | cost per ton | | |
| 16I | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| I16 | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| 14I | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| I14 | 1 | 9.5 | 250 | 250 | $17.10 | $6.80 | $23.90 | $5,975.00 |
| 16H | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| H16 | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| 15H | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| H15 | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| 14H | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| H14 | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| 15G | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| G15 | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| 14G | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| G14 | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| F14 | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| 14F | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| F15 | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| F16 | 1 | 14.5 | 250 | 250 | $17.10 | $8.00 | $25.10 | $6,275.00 |
| 16E | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| E16 | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| 15E | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| E15 | 1 | 14.5 | 250 | 250 | $17.10 | $8.00 | $25.10 | $6,275.00 |
| C13 | 1 | 14.5 | 250 | 250 | $17.10 | $8.00 | $25.10 | $6,275.00 |
| C14 | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| C15 | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |

| Segment ID | Length | Distance To Mine | Tons/Mile | Tons | Material | Freight | Delivered | Segment Cost |
|---|---|---|---|---|---|---|---|---|
| 15C | 1 | 17.5 | 250 | 250 | $17.10 | $8.75 | $25.85 | $6,462.50 |
| C16 | 1 | 17.5 | 250 | 250 | $17.10 | $8.75 | $25.85 | $6,462.50 |
| 16B | 1 | 19.5 | 250 | 250 | $17.10 | $9.25 | $26.35 | $6,587.50 |
| B16 | 1 | 18.5 | 250 | 250 | $17.10 | $9.00 | $26.10 | $6,525.00 |
| 15B | 1 | 18.5 | 250 | 250 | $17.10 | $9.00 | $26.10 | $6,525.00 |
| B15 | 1 | 17.5 | 250 | 250 | $17.10 | $8.75 | $25.85 | $6,462.50 |
| B14 | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| 16A | 1 | 20.5 | 250 | 250 | $17.10 | $9.50 | $26.60 | $6,650.00 |
| A16 | 1 | 19.5 | 250 | 250 | $17.10 | $9.25 | $26.35 | $6,587.50 |
| 15A | 1 | 19.5 | 250 | 250 | $17.10 | $9.25 | $26.35 | $6,587.50 |
| A15 | 1 | 18.5 | 250 | 250 | $17.10 | $9.00 | $26.10 | $6,525.00 |
| A13 | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| B13 | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| 11B | 1 | 15 | 250 | 250 | $17.10 | $8.00 | $25.10 | $6,275.00 |
| 12B | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| E12 | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| 12F | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| F12 | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| 12G | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| 11G | 1 | 9.5 | 250 | 250 | $17.10 | $6.75 | $23.85 | $5,962.50 |
| G12 | 1 | 9.5 | 250 | 250 | $17.10 | $6.75 | $23.85 | $5,962.50 |
| H12 | 1 | 8.5 | 250 | 250 | $17.10 | $6.50 | $23.60 | $5,900.00 |
| I12 | 1 | 7.5 | 250 | 250 | $17.10 | $6.25 | $23.35 | $5,837.50 |
| I15 | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| 13H | 1 | 10.5 | 250 | 250 | $17.10 | $7.00 | $24.10 | $6,025.00 |
| G16 | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| 13G | 1 | 11.5 | 250 | 250 | $17.10 | $7.25 | $24.35 | $6,087.50 |
| 13F | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| E14 | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| 13E | 1 | 13.5 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |

| Segment ID | Length | Distance To Mine | Tons/Mile | Tons | Material | Freight | Delivered | Segment Cost |
|---|---|---|---|---|---|---|---|---|
| D16 | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| D15 | 1 | 15.5 | 250 | 250 | $17.10 | $8.25 | $25.35 | $6,337.50 |
| D14 | 1 | 14.5 | 250 | 250 | $17.10 | $8.00 | $25.10 | $6,275.00 |
| 14C | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| 14B | 1 | 17.5 | 250 | 250 | $17.10 | $8.75 | $25.85 | $6,462.50 |
| 13B | 1 | 16.5 | 250 | 250 | $17.10 | $8.50 | $25.60 | $6,400.00 |
| A14 | 1 | 17.5 | 250 | 250 | $17.10 | $8.75 | $25.85 | $6,462.50 |
| A12 | 1.5 | 16 | 250 | 375 | $17.10 | $8.25 | $25.35 | $9,506.25 |
| B12 | 1.5 | 14 | 250 | 375 | $17.10 | $7.75 | $24.85 | $9,318.75 |
| 12E | 1 | 12.5 | 250 | 250 | $17.10 | $7.50 | $24.60 | $6,150.00 |
| D12 | 1 | 14 | 250 | 250 | $17.10 | $7.75 | $24.85 | $6,212.50 |
| 12I | 1 | 8.5 | 250 | 250 | $17.10 | $6.50 | $23.60 | $5,900.00 |
| 11I | 1 | 8.5 | 250 | 250 | $17.10 | $6.50 | $23.60 | $5,900.00 |
| | | | | 17250 | | | Total: | $430,425.00 |

***Hauling must be completed prior to June 9th, 2025***

Recommended for Approval by:

3-26-25

Darren R. Moon, P.E. Date

Charlie Beeler 3-17-25

Charlie Beeler, Martin Marietta Date

Approved By:

4-1-25

Board of Supervisors Date

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

# CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 06-24-300-355
PROJECT No: L-M24--73-85
ROAD No: (610th AVE.)

THIS AGREEMENT made and entered into this 24th day of March, A.D. 20 25 by and between

**LINDSAY & BRENT HANNAPEL**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

N/A

County of Story, State of Iowa, and more particularly described on Page _-_ and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page _3_ , and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

| | Payment Amount | Agreed Performance |
|---|---|---|
| $ | 1,298.02 | on right of possession |
| $ | | on conveyance of title |
| $ | | on surrender of possession |
| $ | | on possession and conveyance |
| $ | 1,298.02 | **TOTAL LUMP SUM** |

BREAKDOWN: ac.=acres sq.ft.=square feet

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Land by Fee Title | | ac./sq.ft. | $ | | Buildings & Improvements | $ | |
| Underlying Fee Title | | ac./sq.ft. | $ | | Fence ____ rods woven | $ | |
| Permanent Easement | | ac./sq.ft. | $ | | Fence _18.2_ rods barb | $ | 728.00 |
| Temporary Easement | 0.12 | ac./sq.ft. | $ | 570.02 | | | |
| Damages for: | | | | | | $ | |

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X Lindsay Hannapel

X

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.

7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.

8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,

11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 24th day of March, 20 25, before me, the undersigned, personally appeared Lindsay Hannapel and Brent Hannapel.

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

TYLER SPARKS
Commission Number 791581
My Commission Expires
March 5, 2026

Tyler Sparks
Notary Public in and for the State of IOWA

**BUYER'S APPROVAL**

3-26-25

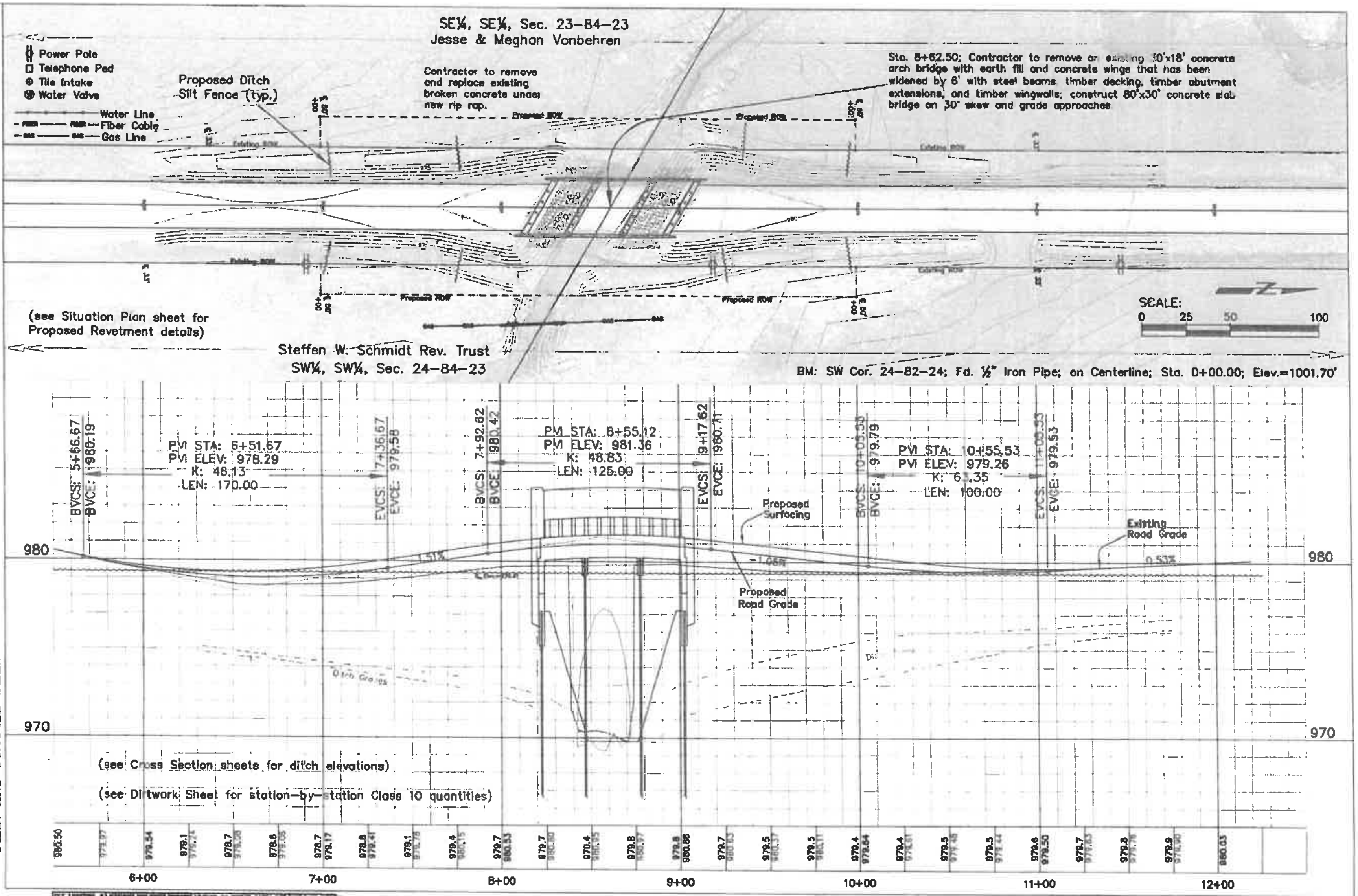
Recommended by: Darren Moon P.E., Story County Engineer (Date)

4-1-25

Approved by: Chairperson, Story County Board of Supervisors (Date)

# PLAN AND PROFILE SHEET

PROJ No. L-M24--73-85



STORY COUNTY

L-M24--73-85

Prepared For:

STORY COUNTY JAIL - NEVADA, IA - Upgrade Booking GP to Syntinel

Micah Andersen
STORY COUNTY JAIL
1315 B Avenue
Nevada, IA , 50201
515-382-7532
mandersen@storycountyiowa.gov

Prepared By:

Securitas Technology Corporation
3800 Tabs Drive
Uniontown, OH 44685
Phone: 1-855-331-0359
Chris Allen
Technical Sales Engineer
(574) 527-6565
chris.allen3@securitas.com

Project Site:

STORY COUNTY JAIL
1315 S B AVE
NEVADA, IA, 50201
515-382-7532

**Securitas Technology Corporation**
11899 Exit 5 Parkway, Suite 100.,
Fishers, IN 46037

Dear Micah:
Per your request, we have attached pricing for replacement your existing Graphic Push-button Control Panel in Booking with a Syntinel PC, Touchscreen, and new Harding Master Station. We will provide the equipment, travel to site, remove the old equipment, install the new equipment, and test the functionality.

If a CAT5e wire does not already exist to this location, please provide one home run back to our Security Equipment Cabinet.

The price includes the equipment listed below shipped to site. Once the equipment arrives on site, please contact our Service Department for us to come to site to install and configure the equipment. That site trip is included below.

Equipment and services included:
(1) .....Syntinel Control PC with 24" Widescreen LCD Touchscreen
(1) .....Wonderware GUI Client License
(1) .....Harding VOIP Master Station
(1 lot) .....Labor, Procurement/Engineering Documentation updates
(1 lot) .....Labor, On-site Installation and Validation
(1 lot) .....Shipping
(1 lot) .....Site Trip

*Please note that due to unexpected supply chain issues and product availability, your order may be delayed. When we are made aware by our suppliers, product substitutions may be offered. If product substitutions cause a pricing increase, we will provide a quote for the price difference or you can wait for the delayed product to become available.*

Exclusions/Clarifications:

- Conduit, wire, fiber, backboxes, installation or terminations unless otherwise noted.
- Wiring in non-inmate areas will not be in conduit.
- Any ladders or lifts we may need for this project.
- Any re-used cable in your facility is your responsibility for its functionality. Additional costs may be incurred if new cabling is needed.
- Removal of abandoned wiring.
- Union labor and/or fees
- Painting, patching & repair work.
- After hours premium labor.
- Permits & inspections by others.
- ADA Compliance.

## 1 Purchase Investment Summary:

Total: $15,962.71

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due Upon Receipt.

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: chris.allen3@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

| Seller: | Buyer: |
|---|---|
| Securitas Technology Corporation | STORY COUNTY ~~JAIL~~ Board of Supervisors |
| Company | Trade, partnership or corporate name if different from above. |
| | 1315 B Avenue |
| | Nevada IA 50201 |
| Address | Address |
| Chris Allen, Technical Sales Engineer | ~~Micah Andersen~~ Lisa Heddens, Chair |
| Account Representative Name & Title | Name & Title |
| | Lisa K Heddens 4-1-25 |
| Securitas Technology Corporation Management | Authorized Signature Date |

Securitas Technology Corporation Management Signature Date

**Terms and Conditions**

1. GENERAL - This document and all pages or other items attached hereto, (hereinafter called the Document, Contract, Agreement or Proposal) will constitute a contract between Securitas Technology Corporation (hereinafter STC) and the Buyer (as listed on the attached) when accepted by STC. If the Buyer issues an order instead of executing this Document and said order references this Document, then this Document shall be deemed to have been signed by the Buyer and any of the terms or provisions of the Buyer's order which are in any way inconsistent with or in addition to the terms and conditions in this contract shall not be binding on either party unless accepted in writing by STC's authorized representatives. Buyer acknowledges and agrees that it has read, understands and agrees to all of the terms and conditions in this Document and agrees to purchase, license, or lease all of the equipment and/or services described herein at the prices and payment terms contained herein. STC's Proposal is valid for a period of thirty (30) days from the date of the Proposal.

2. DELIVERY - Delivery quoted was based on the best information available from the manufacturers and/or STC's current inventory at the time of Proposal. STC is not responsible for any delays in shipments from manufacturers or changes in STC's inventory level between time of Proposal and receipt of order or signed Contract from the Buyer. Delivery and/or completion dates are based upon prompt receipt of any and all necessary documents from Buyer. Shipments are scheduled after acceptance of an order in accordance with Buyer's requirements. Unless specifically stated to the contrary, however, where existing priorities and schedules prevent strict compliance with requested delivery dates, orders are entered as close as possible to the requested date and Buyer is advised of deviations, if any, in the shipping or completion schedule. STC reserves the right to make delivery in installments. STC shall not be liable for delays or failure in delivery, manufacture or completion or for any other default by reason of any occurrence or contingency beyond its reasonable control. IN SUCH EVENT, BUYER AGREES THAT NO REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE) SHALL BE AVAILABLE TO IT. All shipments will be FOB point of origin. Freight charges will be at Buyer's expense and will be added to the price contained herein.

3. ACCEPTANCE, TRANSFER OF TITLE, RISK OF LOSS, AND DELIVERY AND INSTALLATION DATES. This Section 3 applies to all items other than services provided to Buyer hereunder. A. ACCEPTANCE: Buyer shall be deemed to have accepted the items provided hereunder according to the following: (i) For delivery and installation orders for equipment ("D&I Orders"), Buyer's acceptance will occur upon substantial completion of installation of the item or beneficial use. At STC's request, Buyer will execute a written acknowledgment of the installation date(s) for all of the items transferred under such D&I Order; or (ii) For shipped Orders, Buyer's acceptance will occur upon delivery of the equipment and/or software to Buyer, which for purposes of acceptance will be deemed to have occurred when the items are shipped from STC's shipping point to a Buyer's location, which for software may occur by physical shipment, electronic delivery or notice to Buyer that the software is available for download. B. TRANSFER OF TITLE AND RISK OF LOSS: Title, risk of loss, and the right to use the equipment will pass to Buyer upon Buyer's acceptance thereof according to Subsection A above. Notwithstanding the foregoing, under no circumstances will title to any software be transferred hereunder.

4. PRICES - The prices stated are exclusive of any transportation charges (except as covered in Section 2 above), insurance, and federal, state, municipal or other government tax, including sales and use taxes, now or hereinafter imposed upon the production, storage, sale, transportation or use of the products described herein. Such taxes or other charges applied directly to the sale hereunder shall be paid by the Buyer, or in lieu thereof the Buyer shall provide an exemption certificate acceptable to the authorities. By ruling of New York State and New York City sales tax authorities, all lease payments are fully taxable, as they include rental and use of the equipment, use of loaner equipment, parts, etc.

5. PAYMENT - Unless otherwise specifically stated to the contrary in the Proposal, the terms of payment are as follows, without notice, demand, reduction or set-off: A. EQUIPMENT AND INSTALLATION– Thirty percent (30%) is due at time of order acceptance (equipment will not be ordered and work will not begin until deposit is received), with the balance due in monthly progress payments covering equipment received and labor performed Net ten (10) days from invoice date. B. RECURRING SERVICES – Billed in advance. OVERDUE INVOICES - If Buyer fails to pay or dispute in writing any amount when due and such failure continues for thirty (30) days or more, Buyer shall pay interest at the rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, (whichever is less) on the entire unpaid balance for each month or portion thereof that payment is late.

6. INSTALLATION - Buyer is to provide 110V AC at all outdoor camera locations, monitoring and/or control locations, and/or other locations specified. Where possible, STC utilizes low voltage equipment; as a result, wiring is not required (by code) to be placed inside conduit. Any conduit required by Buyer is at additional cost. If air plenum ceilings exist, code requires the use of conduit or plenum approved cable. The installation price in the Proposal is based on non-air plenum ceilings (i.e., no conduit or plenum approved cable), unless otherwise stated herein. If conduit or plenum approved cable is required, it will be at Buyer's expense, above and beyond installation price quoted. Unless otherwise indicated in the Proposal, Buyer is to provide trenching where necessary for cable runs. If aerial runs are required and Buyer-owned poles are available, STC will utilize them when possible and permissible. Public utility poles cannot be used as they are proprietary to the public utility companies. Any poles necessary to complete aerial runs will be provided and set by Buyer at Buyer's expense, unless otherwise stated in Proposal. STC's Proposal for installation includes all cable, connectors, ties and other necessary hardware, unless otherwise stated in Proposal or covered herein. Buyer understands and agrees that no subcontract labor, materials, and/or special equipment (i.e., skylift bucket truck) are included in Proposal unless so stated and, if necessary, will be at the Buyer's additional expense. Unless otherwise indicated in Proposal, all installation work will be performed by non-union technical personnel. If Buyer-provided lighting is insufficient for an adequate video picture, Buyer will provide additional lighting at Buyer's own expense.

7. DRAWINGS, PROPRIETARY INFORMATION – A. Drawings. Buyer shall provide STC with an electronic version of drawings for the performance of the Services. Buyer shall provide STC to-scale AUTOCAD drawings in electronic format. If Buyer cannot provide these drawings, an additional charge may accrue for STC to create drawings necessary for the completion of the Services. .PROPRIETARY INFORMATION. Any drawings, specifications, equipment lists, and all information provided by STC herein (partial or complete) as instruments of service are and shall remain the property of STC whether the project for which they are made is executed or not. Drawings, specifications, equipment lists, etc. shall be returned to STC on demand or at the end of the project unless specifically purchased from STC or authorized in writing by STC. They are not to be used on other projects or extensions to this project, or to obtain other bids, except by agreement in writing and with appropriate compensation to STC. They are not to be reproduced in whole or part without written consent.

8. AUDIO/VIDEO EQUIPMENT - If the equipment purchased or leased from STC contains audio monitoring or video equipment, state and federal law requires public notice of the use of this equipment. Buyer will use such equipment in accordance with all applicable laws.

9. BONDING - Unless otherwise agreed upon and included in writing in the proposal, STC will not provide a performance or bid bond in connection with the equipment or services covered in this Contract.

10. OWNERSHIP OF SOFTWARE AND HARDWARE CONTAINING SOFTWARE - Any computer application program and/or documentation (collectively "Software") that is provided by STC under this agreement is owned by STC or one of its original equipment manufacturers and is protected by United States and international copyright laws and international treaty provisions. Any breach of this agreement will automatically terminate Buyer's right to use this Software, and Buyer is obligated to immediately return such Software to STC. Buyer may not copy the Software for any reason other than per the dictates of any end user software license agreement. Buyer may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any Software. Buyer acknowledges that any breach of this section shall result in irreparable injury to STC for which the amount of damages would be unascertainable. Therefore, STC may, in addition to pursuing any and all remedies provided by law, seek an injunction against Buyer from any court having jurisdiction, restraining any violation of this section.

11. TERMINATION AND CHANGE MANAGEMENT – A. A contract may be terminated by the Buyer only if agreed to in writing by STC. If STC agrees to termination, it will be subject to additional conditions and termination charges as follows: If any equipment covered by the Proposal has been delivered and/or installed, payment for said equipment and/or installation will be due in full. If equipment has yet to be delivered, the Proposal may be terminated only if agreed to by the manufacturer and Buyer shall pay either a 25%-of-retail-price restocking charge or manufacturer's percentage restocking applied to the retail price, whichever is higher, plus all freight charges. Buyer also shall pay on demand any other associated charges necessary to protect STC from loss. B. Change Management. Either party may initiate a change by advising the other party in writing of the change believed to be necessary. As soon thereafter as

practicable, STC shall prepare and forward to Buyer a cost estimate for the adjustment to the price, and a schedule impact of the change, and any effect on STC's ability to comply with any of its obligations under this Agreement, including warranties and guarantees. Buyer shall advise STC in writing of its approval or disapproval of the change. If Buyer approves the change, STC shall perform the Services as changed. If Buyer disapproves, the proposed change may be referred to senior management of the Parties.

12. LIMITED WARRANTY AND INDEMNIFICATION – Buyer acknowledges that STC has not represented, warranted, or guaranteed that the equipment sold or leased herein will prevent any loss by burglary, hold-up, fire, or otherwise, or that the equipment will in all cases provide the protection for which it is installed or intended. Nor has STC made any representations, guarantees, or warranties to third parties that the equipment will prevent any such loss or provide them with protection. The parties agree that STC is only selling or leasing equipment and is not undertaking to be an insurer for the Buyer or any third parties against loss, injury, or damage that may result to the person or property of the Buyer or to the person or property of others. Buyer agrees to assume all risk for loss, injury, or damage to the person or property of Buyer arising from or pertaining to the use, possession, operation, or installation of the equipment. Buyer also agrees to indemnify STC and hold STC harmless from any and all claims, costs, expenses, damages, and liabilities of third parties, including attorney's fees, arising from or pertaining to the use, possession, operation, or installation of equipment. Buyer further agrees to defend, protect, and indemnify STC for any damage or loss suffered by STC as a result of Buyer's breach of any term or condition herein. The Buyer's agreement to indemnify and hold STC harmless will continue for as long as the equipment is in use and extends to all claims of third parties, including claims based on intentional conduct, active or passive negligence, or strict or product liability on the part of the STC, its agents, servants, or employees. STC warrants that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at STC's sole option, free of charge. Warranty repair is done 8am – 5 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of STC, while the system is in the possession of the Buyer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Buyer, or otherwise operated or used contrary to the operating instructions. If inspection by STC fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Buyer's expense and STC's regular service charges will apply. STC is not the manufacturer or developer of any equipment, software, or products sold, leased, or provided hereunder, nor is it the designer of record of any system installed hereunder. STC's design efforts are limited to providing the intended results of the design efforts of others. STC will indemnify and hold harmless the Buyer from any judgments obtained by third parties based on claims of bodily injury to third parties, or direct damage to the tangible property of third parties, to the extent caused by the wrongful or negligent acts of STC, its officers, directors, agents or employees and occurring while STC employees are performing service on equipment at Buyer's site.

13. DISCLAIMER OF WARRANTIES - WITH THE EXCEPTION OF THE WARRANTIES SET FORTH HEREIN, STC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT WILL STC, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STC MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO BUYER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

14. INFRINGEMENT INDEMNIFICATION - If STC has received from the manufacturers of the Software and/or systems STC installed hereunder an agreement to indemnify and/or defend any claim or suit or proceeding brought against STC based on a claim that the sale, use or transfer of any system is an infringement of any third party's patent or property rights, then STC shall indemnify Buyer and defend Buyer against all such claims to the extent (and only to the extent) such an indemnity and/or defense is provided by the pertinent (system) manufacturers.

15. LIMITED LIABILITY - UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE IN ANY WAY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST BUSINESS OR PROFITS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT BASED IN BREACH OF WARRANTY, CONTRACT, OR NEGLIGENCE OR OTHERWISE IN CONNECTION WITH THE MANUFACTURE, USE OR SALE OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. NOTWITHSTANDING THE FOREGOING IF FOR ANY REASON EITHER PARTY IS FOUND TO BE LIABLE, IN NO EVENT SHALL SUCH PARTY'S LIABILITY EXCEED THE GREATER OF THE AMOUNT PAID UNDER THIS AGREEMENT OR $75,000.

16. OTHER - Governing Law: This Agreement shall be governed by the laws of the State of Iowa and shall be construed in accordance therewith. Any disputes shall be tried in a court of competent jurisdiction in the State of Iowa. If any provision of this Agreement is declared by any arbitrator or court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions which shall be fully severable and the Agreement shall be construed and enforced as if such invalid provisions had never been included. For tracking of equipment covered by leases and service contracts as well as tracking of warranty on purchased equipment STC may attach an STC sticker and/or bar code label to the equipment prior to delivery. If the equipment is not covered by a lease or service contract and you do not want the stickers attached, STC must be advised at time of ordering. Buyer represents that it is not subject to any economic or trade sanctions and will immediately notify STC if it becomes subject to such sanctions, in which event STC shall be entitled to immediately terminate this Agreement.

17. ELECTRONIC SIGNATURE LAW - The parties agree that Buyer's request in any form to receive items, whether by fax, e-mail or other tangible or nontangible means, shall be sufficient to subject any such items delivered pursuant to such request or otherwise produced or delivered to Buyer, to the terms of this Document. Any requirement of a further signed writing to make such a request a binding obligation of Buyer, or to subject any such Items is expressly waived by Buyer. The parties agree that application of a cursive or facsimile signature and transmittal of an electronic copy of this Document or other ordering document shall be sufficient to bind each party to the terms of this Document, and that an electronic reproduction of this agreement or other ordering documents shall be given the same legal effect as a written document signed by a party. THIS PROPOSAL IS PROVIDED TO BUYER IN RESPONSE TO BUYER'S REQUEST FOR EQUIPMENT AND/OR SERVICES FROM STC AND IS SUBJECT TO ANY LIMITATIONS SPECIFIED BY BUYER (e.g. BUDGET CONSTRAINTS, LIMITED AREAS OF COVERAGE, ETC). BUYER UNDERSTANDS AND AGREES THAT NO WARRANTY OR GUARANTEE CAN BE MADE THAT A SECURITY SYSTEM WILL PROVIDE COMPLETE PROTECTION FROM ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, AND NO SUCH GUARANTEE OR WARRANTY IS PROVIDED HEREIN. THE STC TERMS AND CONDITIONS (THE "TERMS AND CONDITIONS") ARE ATTACHED TO THIS PROPOSAL AND ARE INCORPORATED HEREIN BY THIS REFERENCE, AND BUYER HAS READ THE SAME AND THE REMAINING PARTS OF THIS PROPOSAL. IN CASE OF ANY CONFLICT BETWEEN ANY PROCEEDING PORTION OF THIS PROPOSAL AND THE TERMS AND CONDITIONS, THE TERMS AND CONDITIONS SHALL CONTROL. This Document constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements with respect thereto, whether written or oral. This Document may only be modified in a writing executed by both parties.

Prepared For:

STORY COUNTY JAIL - NEVADA, IA - 5-Year Labor Only Service Agreement

Micah Andersen
STORY COUNTY JAIL
1315 B Avenue
Nevada, IA , 50201
515-382-7532
mandersen@storycountyiowa.gov

Prepared By:

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Project Site:

STORY COUNTY JAIL
1315 S B AVE
NEVADA, IA, 50201
515-382-7532

**Securitas Technology Corporation**
11899 Exit 5 Parkway, Suite 100.,
Fishers, IN 46037

This Agreement is made and entered into this 25th day of March, 2025 between Securitas Technology Corporation, hereinafter referred to as "STC" and Story Co, IA Justice Center, hereinafter referred to as "Client".

**System and Service**
STC agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Story Co, IA Justice Center
1315 B Avenue
Nevada, IA 50201
515-382-7532
Attn: Micah Anderson, Asst. Jail Commander
(mandersen@storycountyiowa.gov)

**Terms of Renewal and Expiration**
This Agreement is effective as of the execution date of this Agreement and shall have an initial term of sixty (60) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of five (5) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

**Payment and Scope (prices do not include any applicable state and local sales or use tax):**

A. Payment: Customer agrees to pay STC:
$ 775.$^{00}$ for services per month, as described in the Schedule of Service, payable ☐ monthly, ☐ quarterly, or ☐ annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 04/01/ 2025. STC may at any time following the expiration of a sixty (60) month term of this Agreement, increase the monthly charge shown above, once a term. If STC increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to STC within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

**Schedule of Service:**

**Total Price of $775.$^{00}$/Month Provides:**

Labor Only Service Agreement w/Two Preventative Maintenance Trips
(Monday thru Friday, 8am to 5pm ET)

**Priority Response Plan:**

Phone response within 4 business hours. STC will make its best effort to respond on-site within 24 business hours for critical system failures during regular business hours. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Semi-annual inspections and system calibration (*)

Free telephone consultation, during business hours

Total Diagnosis of system problems and guaranteed repair

Free remote diagnosis using our Secure Gateway(*)

(*)Note: There will be an added cost per month for service during after hours or holiday hours

(*)Note: Requires High-speed Internet connection provided and managed by you

## Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**
  Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**
  Allen-Bradley programmable logic controller equipment.
  Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**
  Intercom, paging, and threshold alarm system components including intercom headend, intercom field devices, and speakers.
- **Utility Control Interface**
  Lighting and receptacle contactors controlled by the security system.
- **Security Management System**
  Security management system computer.
- **Software**
  Software including PLC, intercom, and Data Logging software. This is for the maintenance of the current software configuration. This includes maintaining backups.

## Not included in our agreement:

- Additional Service will be charged at the current service rates.
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware.
- Wonderware license upgrades.
- Obsolete or discontinued equipment, including but not limited to PCs/Workstations/Servers due to OS updates.
- CCTV System (Milestone System Provided by others, cameras, switches, etc.)
- Access Control System (by others)
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system. (i.e. vandalism, abuse, neglect, customer's misuse, etc.)
- Failure of customer to provide continuous environmental conditions for which installed equipment is rated for.
- All acts beyond the control of Securitas. (i.e. fire, flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

## 1 Service and Support Schedules:

**Service and Support Schedule**

| Categories | Qty | Internal Part # | Monthly Charges |
|---|---|---|---|
| SecureStat HQ- Basic | 1 | SECURESTAT-HQ-BASIC | $0.00 |
| SecureStat HQ Basic is an intuitive digital platform that empowers clients to view, measure, and control their entire security program smarter, faster, and from anywhere. Available on the web and through a secure mobile app. SecureStat HQ gives seamless control over security operations. Clients can use SecureStat HQ to make important account changes, request service, view events and customized reports, and more through a single dashboard on our web application and mobile app. Three months of Account Alarm History, Account Detail, Alarm Incident Activity, Open/Close, Site Contact List, and more. One year of Service and Billing data is available for viewing. Five subscription reports per user. Additional SecureStat Services are not available through SecureStat HQ Basic. The client is responsible for updating their call list and response plan as changes occur. Fee per site per panel. | | | |
| Labor Only Service Plan | 1 | C OPTION A | $775.00 |
| Plan coverage includes troubleshooting, diagnosis, adjustment and repair of non-functioning security system devices covered and listed per contract terms. Service is for repair labor purposes only and covers normal wear and tear. Coverage does not include parts, equipment, lift or specialty rentals, system upgrades, add ons, technology enhancements, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at STC prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends, or after hours service, which will be billed at STC prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs. | | | |

## 2 Purchase Investment Summary:

Total: $0.00

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

100% Upon completion of Installation. Payment Terms: Due thirty (30) days after receipt of invoice or as otherwise set forth in the agreement between the parties.

Service and Support Schedule (Monthly per Location): $775.00

**Note:** Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Quarterly for a period of 5 year(s).

This proposal is valid for 30 days

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

EMail: chris.allen3@securitas.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

| Seller: | Buyer: |
|---|---|
| Securitas Technology Corporation | STORY COUNTY JAIL<br>Story County Board of Supervisors |
| Company | Trade, partnership or corporate name if different from above. |
| | 1315 B Avenue |
| | Nevada IA 50201 |
| Address | Address |
| Chris Allen, Technical Sales Engineer | ~~Micah Andersen~~ Lisa Hedden, Chair |
| Account Representative Name & Title | Name & Title |
| | Lisa Heddens By [signature] |
| Securitas Technology Corporation Management | Authorized Signature Date |

Securitas Technology Corporation Management Signature Date

Securitas Technology

## MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is made and entered into on 11-4-2024 (the "**Effective Date**") by and between Securitas Technology Corporation. with its principal place of business located at 3800 Tabs Drive, Uniontown, OH 44685 ("**Company**") and STORY COUNTY JAIL, with its principal place of business located at 1315 B Avenue, Nevada, IA, 50201 (herein after referred to as **Client**").

**1. System and Services.**
Company agrees to sell, install, monitor and/or repair (collectively and individually referred to as "**Services**") security systems and the components comprising such systems (collectively and individually referred to as "**System(s)**") as described in an "**Ordering Document**", which can include but is not limited to a Schedule of Service and Protection, Schedule of Installation and Services, purchase order or statement of work, as accepted by Company during the term of this Agreement and at various premises of Client. Each Ordering Document, once submitted by Client and accepted by Company, will become part of and governed by this Agreement. If there is no service plan provided for in the Ordering Document, then service will be provided on a time and material basis during the hours of 8:00 a.m. to 5:00 p.m. (local time to where the work is performed) Monday through Friday, excluding Company holidays ("**Company's Normal Working Hours**"), at Company's then current rates. The terms of this Agreement shall apply only to Systems and Services at locations identified on an Ordering Document under this Agreement. If Client has existing agreements related to Company-provided Systems and/or Services, the terms and conditions of this Agreement shall cancel and supersede all such prior agreements, whether oral or written. Any Ordering Documents under those agreements shall now be governed by the terms and conditions of this Agreement.

**2. Term, Renewal, and Expiration.**
This Agreement is effective as of its execution date and, for use of the System and services, shall have an initial term beginning on the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months after the Effective Date (the "**Initial Term**"). Unless expressly provided otherwise herein, to the extent that the terms of any Ordering Document conflict with the terms of this Agreement, the terms of this Agreement will control. After the Initial Term expires, this Agreement will automatically be renewed as consecutive one (1) year terms, except where prohibited by applicable law, in which case the Agreement will renew from month to month (any such term being a "**Renewal Term**"), unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the anniversary date of the Initial Term or the Renewal Term. This Agreement shall control all new locations specified in any Ordering Document for a period of sixty (60) months from the date the System first becomes operational and expiring on the last day of the calendar month sixty (60) months thereafter and will automatically renew as set forth above, unless terminated by either party by the delivery of written notice to the other at least sixty (60) days prior to the expiration date of the then-current Initial Term or Renewal Term. Provided, however, that if this Agreement has terminated or expired prior to the end of the Initial Term or any renewal term of such Ordering Document location, the terms and conditions of this Agreement (other than the renewal provisions thereof) shall nevertheless be applicable to the rights and obligations of Company and the Client, as to the providing of services to any such Ordering Document locations.

**3. Acceptance and Transfer of Title.**
Title, risk of loss, and the right to use a System will pass to Client upon Client's Acceptance thereof according to this Section 3. Notwithstanding the foregoing, under no circumstances will title to any software pass to Client. Client will be deemed to have accepted the Systems provided hereunder according to the following ("**Acceptance**"):

A. Acceptance of Installed Systems. For an installed System, Client shall have ten (10) days (unless a longer period of time is specified in the applicable Ordering Document) following the completion of installation of the System(s) and Company's determination that the System is in operable condition, capable of functioning according to Company's standards and specifications, and communicating with Company's central station(s)/monitoring center(s) (collectively "**Client Service Center**" or "**Center**") (if applicable) to accept the System (the "**Acceptance Period**"). If Client accepts the System, Client shall execute Company's Certificate of Completion or other user acceptance document (each a "**COC**"). If the System does not materially comply with the Ordering Document, Client may deny Acceptance by providing a written notice specifying in detail the reasons the System fails to meet the relevant criteria ("**Deficiency Notice**"). Company will correct any material deficiencies and will retender the System to Client for review and approval as soon as reasonably practicable. The foregoing described process shall repeat until Company corrects all material deficiencies and the System materially complies with the Ordering Document. If no Deficiency Notice is received by Company within the Acceptance Period, or if the System is utilized for purposes other than testing, regardless of whether Client executes Company's COC, the System shall be deemed accepted by Client. Company shall have no obligation to allow return or grant a refund for any part of a System that has been accepted by Client.

B. Acceptance of Shipped Orders (no installation included). For a shipped order that does not include installation (a.k.a. a box sale), Client's Acceptance shall be deemed to occur, and title and risk of loss shall transfer to Client, upon the System being shipped from Company's shipping point to Client's location.

**4. Payment and Pricing Adjustments.**

A. Payment. Client agrees to pay Company:

i. for the sale and installation of the System as provided in the applicable Ordering Document;

ii. for any System that is not purchased outright (a **"Leased System"**), Client acknowledges that the cost of the Leased System and installation labor is incorporated into the monthly fees set forth on the Ordering Document. Following the expiration of the Initial Term of the relevant Ordering Document, Client may contact Company to request a buy-out of the Leased System, whereby ownership of the Leased System would be transferred to Client, and to renegotiate the monthly fee. Unless and until a buy-out occurs, Company retains ownership of a Leased System. Client hereby authorizes Company to execute and file financing statements and/or continuation statements under the Uniform Commercial Code on Client's behalf and to file such documents in all places where necessary to perfect Company's interest in the Leased System. Client agrees to execute any such instruments as Company may request from time to time;

iii. for the monitoring, servicing and/or repairing of the System as provided in an Ordering Document, commencing from the date of Client's Acceptance; and

iv. for any interim charges in the amount of approximately 1/30th of the monthly charges for each day from and including the date the System becomes operative until the first of the following month. Payments for services are due Quarterly, in advance, commencing from the first day of the month following the date of Client's Acceptance.

B. Payment Terms, Collections. Payments are due thirty (30) days from the invoice date. Failure to pay amounts when due shall give Company the right to charge interest at the rate of 1½% per month, or other maximum permitted by law, on any delinquent balance. Company reserves the right, upon seven (7) days written notice to Client, to suspend all services while Client's account is delinquent

C. Progress Billing. If the price of a single project exceeds fifty thousand dollars ($50,000.00), Company shall have the right to submit invoices for progress payments based on percentage of work completed for such project.

D. Pricing Adjustments. Company shall have the right to make any or all of the following pricing adjustments subject to the limitations set forth below:

i. Client agrees that at any time following expiration of (12) months from the Effective Date of this Agreement or from the date of Client's Acceptance of a System at a new location, Company may increase the monthly charges set forth in the applicable Ordering Document once a year, for the balance of the term and any renewal thereof. If Company increases the monthly charges by an amount greater than nine percent (9%), Client's sole remedy with respect to such increase is to terminate this Agreement upon written notice to Company within fifteen (15) days of the earlier of the first invoice reflecting such increase or any other notification to Client of the increase.

ii. Company reserves the right to, no more often than once annually and no sooner than six (6) months from the Effective Date, adjust any pricing under this Agreement, including but not limited to equipment, fees and labor rates, in the event that the Consumer Price Index-All Urban Workers (the **"CPI"**) increases by greater than three percent (3%) between the Effective Date and the time of such adjustment. The percentage of such adjustment may be up to the percentage increase of the CPI.

iii. Company reserves the right to increase any pricing, after an Ordering Document is executed, to the extent that the price to Company of such item has been increased by Company's supplier. Client's sole remedy with respect to such an increase is to cancel the subject Ordering Document.

**5. Miscellaneous Charges and Increase in Charges.**

A. The prices given to Client are exclusive of taxes and Client shall be responsible for paying for any applicable City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to Company for facilities required for transmission of signals under this Agreement.

B. At Company's option, a fee may be charged for any unnecessary service run or false alarm. If either Client or Company is assessed any fine or penalty by any municipality, fire, or police department as a result of any false alarm, Client shall pay the full amount of such fine or penalty. If, following an investigation at Client's request, it is mutually agreed that a false alarm was caused by Company, the amount of the fine or penalty paid by Client shall be credited to Client's account. Should the System excessively signal Company's monitoring facility as a result of any cause other than Company's sole negligence, Client authorizes Company to: (i) suspend performance of any of the services; (ii) shut down the panel and/or the System; and (iii) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility while the Parties investigate the source of the excessive signaling.

C. The payments set forth in the Ordering Document may include telephone company line charges, if required. Company may immediately increase its monthly charges to reflect such increased line charges for the Client facility covered by this Agreement. Client shall also pay any telephone company toll line charges incurred by the operation of the System.

D. Installation charges set forth in an Ordering Document assume installation will be performed during Company's Normal Working Hours and using its own personnel. If Client requests the installation or any part thereof to be performed outside of Company Normal Working Hours, or by Client specified contractors, or if Company's wage rates do not apply as a result of prevailing wage requirements, or otherwise, then the installation charge will be adjusted accordingly.

E. If any governmental agency, or any updated technology standards (including but not limited to cellular signal sunsetting), require any changes in the System originally installed for compliance requirements and/or continued functionality, Client agrees to pay for such changes. It is Client's responsibility to obtain all alarm use permits required by the local jurisdiction.

F. The prices quoted for the System are based upon the number of components, type of security and service specified in the Ordering Document. Should Client request or require additional protection, security devices or services, this may affect the final contract price. Cost associated with conditions not apparent at Company's initial survey and for delays other than caused by Company will be borne by Client at Company's then current rates.

G. Client shall pay the greater of (i) any penalties or charges incurred by Company; (ii) $25.00, or (iii) the maximum amount permitted by law; in relation to any not-sufficient-funds (NSF) check submitted by Client.

H. Invoices to Client shall be provided electronically unless otherwise requested by Client. A nominal fee, not to exceed three dollars ($3.00), may be charged for each paper invoice mailed.

I. Company may make periodic searches at credit reporting agencies and fraud prevention agencies and reserves the right to change payment terms based upon information obtained in the searches.

**6. Liquidated Damages and Company's Limits of Liability.**

THE PARTIES AGREE THAT (I) COMPANY IS PROVIDING A SYSTEM AND/OR SERVICE DESIGNED TO REDUCE THE RISK OF LOSS ONLY; (II) THE PAYMENTS PROVIDED FOR HEREIN ARE BASED SOLELY ON THE VALUE OF THE SYSTEM AND/OR SERVICES AS DESCRIBED HEREIN AND ARE UNRELATED TO THE VALUE OF ANY PROPERTY LOCATED ON CLIENT'S PREMISES; (III) COMPANY IS NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN CASES OF MALFUNCTION OR NON-FUNCTION OF ANY SYSTEM PROVIDED OR SERVICED BY COMPANY, NOT LIABLE FOR LOSSES WHICH MAY OCCUR IN THE MONITORING, REPAIRING, SIGNAL HANDLING OR DISPATCHING ASPECTS OF THE SERVICE, AND NOT LIABLE FOR LOSSES RESULTING FROM FAILURE TO WARN OR INADEQUATE TRAINING, IN EACH CASE EVEN IF DUE TO COMPANY'S NEGLIGENCE OR FAILURE OF PERFORMANCE; (V) COMPANY IS NOT AN INSURER; AND (VI) INSURANCE COVERING PERSONAL INJURY, PROPERTY LOSS, AND DAMAGE TO AND ON CLIENT'S PREMISES MUST BE OBTAINED AND/OR MAINTAINED BY CLIENT. CLIENT UNDERSTANDS THAT (A) IT IS CLIENT'S DUTY TO PURCHASE SUCH INSURANCE; AND (B) COMPANY OFFERS SEVERAL LEVELS OF PROTECTION AND SERVICES AND THAT THE SYSTEM AND/OR SERVICE DESCRIBED IN THE ORDERING DOCUMENT HAS BEEN CHOSEN BY CLIENT AFTER CONSIDERING AND BALANCING THE LEVELS OF PROTECTION AFFORDED BY VARIOUS SYSTEMS AND THE RELATED COSTS. THIS AGREEMENT SHALL CONFER NO RIGHTS ON THE PART OF ANY PERSON OR ENTITY THAT IS NOT A PARTY HERETO, WHETHER AS A THIRD-PARTY BENEFICIARY OR OTHERWISE, WITH THE EXCEPTION OF THIRD PARTIES IDENTIFIED IN THIS SECTION 6.

IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN NATURE OF POTENTIAL DAMAGES AND/OR VALUE OF CLIENT'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INCLUDING LOSS, DAMAGE, OR INABILITY TO OR IMPAIRMENT OF ACCESS TO CLIENT DATA, INABILITY OF COMPANY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CLIENT'S POSSIBLE LOSS OR INJURIES TO THIRD PARTIES. THEREFORE, IF SECTION 6(A) IS JUDICIALLY DETERMINED TO BE INVALID, UNENFORCEABLE, OR IS OTHERWISE NOT ENFORCED, AND ANY LIABILITY IS JUDICIALLY IMPOSED ON COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED OR $10,000 WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE FOR THE PARTICULAR LOCATION INVOLVED, COMPANY'S LIABILITY SHALL BE LIMITED TO $500.00). THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE COMPANY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF COMPANY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. IF CLIENT WISHES COMPANY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES OR LIMITATION OF LIABILITY AS PROVIDED ABOVE, CLIENT MAY OBTAIN FROM COMPANY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES OR HIGHER LIMITATION OF LIABILITY BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO COMPANY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH COMPANY AS AN INSURER.

IN NO EVENT WILL COMPANY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR ANY LOST PROFITS, LOSS OF REVENUE, COST OF COVER, OR ANY CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER SOUNDING IN CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY AND PRODUCTS LIABILITY), OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THE DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

NO SUIT OR ACTION SHALL BE BROUGHT AGAINST COMPANY MORE THAN TWO (2) YEARS AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES.

BECAUSE THE PARTIES AGREE THAT CLIENT RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS ON ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO CLIENT'S OWN PROPERTY OR THE PROPERTY OF OTHERS ON ITS PREMISES, CLIENT AGREES TO INDEMNIFY AND SAVE HARMLESS COMPANY, ITS EMPLOYEES, AGENTS, OR REPRESENTATIVES, FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM.

WITH RESPECT TO LEASED SYSTEMS, CLIENT EXPRESSLY WAIVES ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CLIENT UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE AND ANY RIGHTS NOW OR HEREAFTER CONFERRED UPON A CLIENT BY STATUTE OR OTHERWISE THAT MAY LIMIT OR MODIFY COMPANY'S RIGHTS AS DESCRIBED IN THIS SECTION OR OTHER SECTIONS OF THIS AGREEMENT OR APPLICABLE SCHEDULE.

THIS SECTION 6 SHALL APPLY TO ANY OTHER COMPANY OR ENTITY, AND THE WORK IT PERFORMS, WHICH FURNISHES, AS A SUBCONTRACTOR OR OTHERWISE, ANY INSTALLATION, REPAIRS, MAINTENANCE, MONITORING OR OTHER SERVICES PROVIDED HEREUNDER.

**7. Limited Equipment Warranty.**

Where Client purchases a System under this Agreement, unless Client has purchased a service plan that commences from the date of installation, Company warrants to Client that the equipment provided will conform to its associated documentation under normal use and operating conditions for a period of ninety (90) days from the date of Acceptance. If, during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Company's sole option, free of charge. Warranty repair is provided during Company's Normal Working Hours. This warranty will not apply if the damage or malfunction occurs due to (i) adjustments, additions,

alternations, abuse, misuse or tampering of the System by the Client (ii) System operation or use contrary to the operating instructions; (iii) software used with an operating system other than that specified by Company or its original equipment manufacturer (**"OEM"**); (iv) performance issues relating to the use of Client's data network(s); (v) power fluctuations; or (vi) any other cause not within the cause or control of Company. If inspection by Company fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Client's expense and Company's regular service charges will apply.

B. DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY, COMPANY MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, WHETHER ARISING UNDER LAW OR EQUITY OR CUSTOM OR USAGE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR QUIET ENJOYMENT AND ANY WARRANTY THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. COMPANY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CLIENT'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

C. STATE LAW. SOME STATES DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR A LIMITATION ON THE DURATION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. THE WARRANTY PROVIDES SPECIFIC LEGAL RIGHTS AND CLIENT MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

**8. Software License.**

Client's use of any computer application, program, and/or documentation (collectively "Software") provided hereunder is owned by Company, its affiliates or one of its OEMs and is protected by United States and international copyright laws and international treaty provisions, and is governed by the terms and conditions of any license included in or with such software (including but not limited to a click-wrap or shrink-wrap agreement) or as appears on a web site as of the date that the Client signs the Ordering Document referencing this Agreement. If Client does not agree to abide by such terms, then Client should not install or use such Software. Any breach of this Agreement will automatically terminate the Client's right to use the software. Client may not copy the software other than in accordance with the terms and conditions of the applicable end user software license agreement. Client may not reverse-engineer, disassemble, decompile or attempt to discover the source code of any software. Client acknowledges that any breach of this Section 8 shall result in irreparable injury to Company for which the amount of damages would be unascertainable. Therefore, Company may, in addition to pursuing any and all remedies provided by law, seek an injunction against Client from any court having jurisdiction, restraining any violation of this Section 8.

**9. Further Obligations of Client.**

A. Client, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Company's requirements, and telephone company interconnection jacks, if required.

B. Client shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment, or otherwise interfere with System(s) installed by Company, nor shall Client permit the same to be done by others. It is further agreed that CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FOR ANY CLAIM ARISING OUT OF THE FOREGOING, and that if any work is required to be performed by Company due to Client's breach of the foregoing obligations, Client will pay Company for such work in accordance with Company's then current prevailing charges.

C. For those premises where Company is to provide monitoring services, Client shall be solely responsible for providing to and updating Company with the information required to provide the services hereunder, including but not limited to a list of the names, titles, telephone numbers and signatures of all persons authorized to enter the premises of Client during scheduled closed periods, instructions on order of contacting individuals and authorities in case of an alarm signal or other type of signal, an authorized daily and holiday opening and closing schedule; authorized contacts and accurate contact information (**"Action Plan"**). Client agrees that telephone calls and video received or transmitted by the Client Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Company. Client consents to such recording and will inform its employees and appropriate third parties that such recordings are authorized.

D. Client is solely responsible for activating any intrusion alarm System at such times as Client shall close its premises. Client shall regularly test its System(s), including conducting walk tests of any motion detection equipment, and shall immediately report to Company any claimed inadequacy in, or failure of, any System.

E. Client shall permit Company access to the premises for any reason arising out of, or in connection with, Company's rights or obligations under this Agreement.

F. At any time during the Initial Term of this Agreement or any Renewal Term, Company may reasonably determine that equipment being serviced hereunder is obsolete or not otherwise reasonably capable of being maintained in an operable condition as a result of age, volume of use, unavailability of necessary replacement parts or other reason or condition. In such event, upon receipt of written notice or such determination from Company, Client shall either replace the obsolete equipment with new equipment, remove the equipment from the scope of coverage of this Agreement, or agree in writing that such equipment will continue to be serviced hereunder by Company (if Company is able to do so) on a time and materials basis.

G. Should any part of the System be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Company, any repairs or replacement shall be paid for by Client (ordinary wear and tear excepted in the case of a Leased System).

H. Client represents and warrants that Client is the owner of the premises or, if not, that the owner agrees and consents to the installation of the System on the premises. Client shall indemnify and hold Company harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Company's inability to recover Leased System components when Client moves out of the premises.

I. For those premises where Company is to provide central station sprinkler supervisory and water flow alarm or automatic fire alarm service, Client warrants and agrees that all alarm valves, gate valves, tanks, pumps, compressors, inspector test connections, or other elements of the sprinkler system as now installed or to be installed, are, or will be, corrected at Client's expense so as to be acceptable to the insurance and other authorities having jurisdiction when equipped with Company's signaling devices. Client further agrees to furnish any necessary water through Client's meter and at Client's expense, to place hoods over any open forges or fires, and to pipe all boiler blow-offs and steam exhaust outside the premises to be protected.

J. For those premises where the System transmits video Client shall (i) provide and maintain adequate power and lighting for all cameras or other video-related equipment; (ii) instruct all personnel who may use the service or the System of any of the limitations respecting the service or the System as set forth in an agreement or otherwise; (iii) take all steps necessary to inform any person who may be the subject of any video and/or audio monitoring of the possibility of such monitoring including the prominent and conspicuous display of signs or the broadcasting of periodic or

intrusion-related aural announcements informing any such person of the audio and/or video monitoring while on the premises; (iv) not use or permit the use of video data transmitted or received from cameras installed with a view where any person may have a reasonable expectation of privacy including restrooms, dressing or changing areas, locker rooms or similar areas; (v) use the service and video transmitted from a System only for the intended purpose of providing security surveillance or management services and for no other purpose; (vi) not use the services or video transmitted from a System for any criminal, illegal or otherwise unlawful activity, including invasion of or intrusion upon the privacy or seclusion or the private affairs of another or eavesdropping or for viewing, transmitting or storing sexually explicit materials; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the System or use of the service.

K. It is mutually agreed that the Client assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Client's premises.

L. Client represents that, except to the extent it has given Company written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulation, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this Agreement. If such materials (whether or not disclosed by Client) are discovered and such materials provide an unsafe or unlawful condition, such discovery shall constitute a cause beyond Company's reasonable control and Company shall not start, or continue, to perform its work under this Agreement until Client has remedied the unsafe or unlawful condition at Client's sole expense. CLIENT SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS AND EXPENSES OF ANY KIND (INCLUDING ATTORNEYS' FEES) FOR FINES, PENALTIES, BACK WAGES, BODILY INJURY, PROPERTY DAMAGE, DELAY OR WORK STOPPAGE THAT ARISES UNDER OR RESULTS FROM SUCH UNSAFE OR UNLAWFUL CONDITIONS (REGARDLESS OF WHETHER OR NOT CLIENT DISCLOSED SUCH MATERIALS TO COMPANY). Client further represents that it is not subject to any economic or trade sanctions and will immediately notify Company if it becomes subject to such sanctions, in which event Company shall be entitled to immediately terminate this Agreement.

**10. Obligations of Company; Limitations.**

A. Neither party shall be held responsible or liable for delay in installation of the System or interruption of service due to strikes, lockouts, riots, floods, fires, lightning, acts of God, pandemics, endemics, supply chain issues and shortages, or any cause beyond the control of such party, including interruptions in internet, telephone, or other telecommunications service (each a **"Force Majeure"**). Company will not be required to perform installation or supply service to Client while any such cause shall continue. If such Force Majeure event continues for more than thirty (30) days, either party may terminate this Agreement without liability as of the date specified in a written notice to the other party.

B. For those premises where monitoring service is provided, Company, upon receipt of an alarm signal from Client's premises, shall (unless previously instructed otherwise by Client), follow the Action Plan. If no Action Plan is in place, Company shall make a reasonable effort to notify Client and/or the pertinent authorities of the alarm, with the exception that Company shall clear the alarm signal if, through video or audio verification, Company determines an emergency does not exist.

C. Company reserves the right to use automated notification procedures in lieu of phone call notifications for non-emergency signals, unless expressly prohibited by local authorities. If Client requires phone notification for non-emergency signals, Client agrees to subscribe to such service and an additional fee may apply. Phone notification for non-emergency signals will be made during normal business hours unless expressly requested otherwise by Client.

D. Company may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Company and Client are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over the System. Company reserves the right to discontinue or change any particular response service due to such governmental requirements or any insurance requirements without notice. Client consents to the tape and video recording of telephonic and video communications between Client's premises and Company, and Client will inform its employees and third parties that such recordings are authorized. If Client's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, Client agrees to subscribe to such service if provided by Company, or otherwise comply with such requirements, and an additional fee may apply for such services.

E. If a service plan or software support option is purchased by Client, Company will provide and install software updates during Company's Normal Working Hours, as they become commercially available. Software updates that do not apply to the Client's current operations, as determined by Company and the OEM, will not be installed by Company. Software upgrades shall be made available for purchase. In the event the Client elects to have someone other than Company install a software update or upgrade, Client shall assume any and all liability for damage caused pursuant to the installation. Service and updates for third party software not supplied by Company are excluded from this Agreement.

**11. Communication Limitations.**

A. Client understands that if any System installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Client Service Center there may be times when that communication method is not able to transmit signals and Company will not receive alarm signals. Digital communicators use standard telephone lines and Company does not receive signals when the telephone systems become non-operational or the telephone line is placed on vacation status, cut, interfered with, or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, or any Internet based service, cannot transmit an alarm signal due to lack of signal strength, network congestion, or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarm signals. Client understands that Company offers several levels of communication methods of alarm signals to the Client Service Center and that the services described on the Ordering Document have been chosen by Client after considering and balancing the levels of protection afforded by various communication methods and the related costs. Client acknowledges and agrees that Client is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required. Communications networks provided by independent carriers or providers are wholly beyond Company's control and are maintained and serviced, solely by the applicable carrier or provider. Client agrees to reimburse Company for any costs incurred to reprogram the communicator because of area code changes or other dialing pattern changes. If telephone service is used, the use of DSL or other broadband telephone service may prevent the System from transmitting alarm signals to the monitoring center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. Client agrees to notify Company if Client has installed or intends to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE, THE SYSTEM'S SIGNAL TRANSMISSION MUST BE TESTED WITH THE MONITORING CENTER.

B. For those premises where card access security is provided, Company assumes no responsibility or liability for lost or stolen access cards.

C. For those premises with a direct connection to the police, fire department, or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other locations, and that the personnel of such police and/or fire departments or other agencies are not Company's agents, nor does Company assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.

D. Company shall not be responsible for the replacement of equipment or parts no longer commercially available to Company.

**12. Title to Equipment and Use of Leased Equipment.**

A. If Client purchases a System, Client agrees that Company retains a security interest in the System until the full purchase price is paid.

B. Any Leased System installed on the Client's premises shall at all times remain solely the property of Company and Client agrees not to permit the attachment thereto of any equipment not furnished by Company. It is further understood and agreed that Company may remove, disable, or abandon all or any part of the Leased System, including all wiring installed by Company upon termination of the Agreement by lapse of time, default of any monies due hereunder, or otherwise, without any obligation to repair or redecorate any portion of the protected premises, provided that such removal, disablement, or abandonment shall not be held to constitute a waiver of the right of Company to collect any charges which have accrued hereunder. Client shall have no right, title or interest in the Leased System outside of the leasehold interest created by the Ordering Documents.

C. Client shall keep all Leased Systems at all times free and clear from all liens, claims, levies, encumbrances, security interests and processes, of any nature whatsoever. Client shall give Company immediate notice of any such attachment or other judicial process affecting any of the equipment. Without Company's written permission, Client shall not attempt to or actually: (i) pledge, lend, create a security interest in, sublet, exchange, trade, assign, swap, use for an allowance or credit or otherwise; (ii) allow another to use; (iii) part with possession; (iv) dispose of; or (v) remove from the location of installation, any item of equipment. If any item of equipment is exchanged, assigned, traded, swapped, used for an allowance or credit or otherwise to acquire new or different equipment (the "new equipment") without Company's prior written consent, then all the new equipment shall become equipment owned by Company subject to this Agreement and the applicable Schedule.

**13. Termination.**

A. Company may terminate this Agreement:

i. Immediately, upon written notice, in the event Client defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, and fails to cure or remedy the default within thirty (30) calendar days from receipt date of written notice by Company of such default. If Company terminates under this Section 13(A)(i), the balance of all monies due and for the unexpired term of orders subject to this Agreement shall become immediately due and payable, together with interest at the maximum legally allowable rate; or

ii. immediately, upon written notice, in the event the Client Service Center, the telephone lines, wires, or Company's equipment within Client premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Client's premises; or

iii. as provided in Section 2 relating to expiration.

B. Client may terminate this Agreement:

i. immediately, upon written notice for any individual location in the event the Client location is, by any cause beyond the control of Client, destroyed or so substantially damaged that it is commercially impractical for Client to continue any operations at such location;

ii. if Company materially breaches this Agreement, and such material breach is not cured within thirty (30) days of written notification by Client of such material breach;

iii. as provided in Section 2 relating to expiration.

C. In the event of any termination under this Section 13,

i. if Client is using Leased Equipment, Client must pay Company all payments remaining to be made under this Agreement through its scheduled expiration;

ii. Client shall permit Company access to Client's premises in order to deactivate any signaling device, and/or to remove or disable the System pursuant to Section 12;

iii. written notification by facsimile, U.S. mail or by courier shall be acceptable.

D. The provisions that by their express terms or nature continue and surviving, including the payment and taxes terms, the limitation on liability, consequential damages waiver, warranty disclaimer, insurance and waiver of subrogation, severability and savings, jury trial waiver, entire agreement and governing law provision, will survive any termination, expiration or cancellation of this Agreement.

**14. Assignment.**

This Agreement and the rights hereunder are not assignable by the Client, except upon written consent of Company first being obtained. Company shall have the right to assign its rights under this Agreement without the consent of, but with notification to, the Client. Any attempted assignment in violation of this Section 14 is void.

**15. Subcontracting.**

Company may, in its sole discretion, subcontract any of Company's obligations under this Agreement.

**16. Insurance and Waiver of Subrogation.**

Client shall obtain, and maintain, insurance coverage and/or an appropriate self-insurance program to cover all losses, damage, or injury Client may sustain in security-related incidents. Client shall look solely to its insurer for recovery of security incident related losses and hereby waives any and all claims for such losses against Company. Client agrees to obtain insurance permitting said waiver without invalidating coverage. Both parties do hereby for themselves and for other parties claiming under them, release and discharge each other from and against all claims arising from hazards covered by insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against either party.

**17. Severability and Savings.**

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, void, illegal, or unenforceable by any court, arbitrator, or governmental agency, the remaining provisions of this Agreement shall remain in full force and effect, and the invalid, void, illegal, and/or unenforceable provision(s) shall survive to the extent not so held.

**18. Non-Solicitation.**

During the term of this Agreement and for a period of not less than one (1) year following its expiration or termination, both parties agree not to solicit as an employee, consultant, agent, subcontractor and/or representative (hereinafter "Employee") any person who is an Employee of the other party at the time of such solicitation. If this covenant is breached, the non-breaching party will be entitled to seek injunctive relief to be issued by any court of equity

having jurisdiction to enjoin and restrain the breaching party and the subject Employee, and each and every other person concerned therein from further violation thereof. Both parties acknowledge that such amount is reasonable, not a penalty and not disproportionate to the presumed investment in the training of such Employee and the damages suffered by the non-breaching party. Solicitation through advertisements directed at the general public or through independent recruiters who contact a party's Employee without the party's knowledge will not be considered solicitations for purposes of this paragraph.

**19. Electronic Signature.**
The parties acknowledge and agree that this Agreement may be executed or accepted using electronic, stamped or facsimile signatures, and that such a signature shall be legally binding to the same extent as a written cursive signature by a party's authorized representative. Each party waives any legal requirement that this Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

**20. Choice of Law.**
This Agreement is entered into in the State of Iowa and shall be interpreted, enforced and governed under the laws of the State of Iowa without regard to application of conflicts of laws principles that would require the application of any other law. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

**21. Waivers.**

- Terrorism Waiver. In no event will either Party or its insurers be liable to the other Party for loss or damage arising from or related to any acts of terrorism. The Parties intend for this waiver to "flow down" to their respective contractors.

**22. Confidentiality**

- Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party non-public information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information that the receiving party knows or reasonably should know is confidential to the disclosing party or its affiliates, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, **"Confidential Information"**). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party.
- Non-Disclosure. The receiving party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.
- Return or Destruction. On the expiration or termination of this Agreement, the receiving party shall, to the extent practicable, promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three years from the effective date of termination of this Agreement.

**23. Miscellaneous**

- The titles and headings of the various sections and paragraphs in this Agreement are intended solely for convenience of reference and are not intended for any other purpose whatsoever, or to explain, modify or place any construction upon or on any of the provisions of this Agreement, which shall be considered as a whole.
- The word "including", when used herein, is illustrative rather than exclusive and means "including, without limitation."
- Any written notifications to Company shall be directed to 3800 Tabs Drive, Uniontown OH 44685, Attn: Counsel. Any written notifications to Client shall be directed to the address identified in the first paragraph of this Agreement.

**24. Entire Agreement.**
This Agreement, including any attached Ordering Documents and Exhibits (which are incorporated by reference), constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to such subject matter. This Agreement may not be changed, modified, or varied except in a writing that both identifies itself as an amendment to this Agreement and is signed by an authorized representative of Company. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Client. Client hereby acknowledges that Client has read this entire Agreement and agrees to be bound by all its terms and conditions.

## IMPORTANT INFORMATION FOR PURCHASERS OF ALARM SYSTEMS AND SERVICES IN THE STATE OF CALIFORNIA

Company is a licensed alarm company operator as defined in the California Alarm Company Act (the "Act") and is regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Post Office Box 980550, West Sacramento, CA 95798-0550, Phone (916) 322-4000. Company shall provide Client a fully executed copy of the Agreement before any work is done. Upon completion of the installation of the alarm system, Company shall thoroughly instruct Client in the proper use of the alarm system. Company reserves the right, in the event of non-payment, to assert a mechanic's lien against the Premises. In the event of the assertion of such a lien, Company must provide notice to Client and record the lien and/or payment bonds (if applicable) in accordance with California law. Client has the right to dispute such a lien based on whether legal requirements with respect to such a lien are satisfied.

California License # of Sales Agent (if applicable): _____

**IN WITNESS WHEREOF,** the Parties have indicated their acceptance of the terms of this agreement by their signatures below on the dates indicated:

| **SECURITAS TECHNOLOGY CORPORATION** | | **Client:** | **STORY COUNTY ~~JAIL~~** BOS |
|---|---|---|---|
| By: | _____ | By: | Lisa K Heddens |
| Name: | _____ | Name: | Lisa K Heddens |
| Title: | _____ | Title: | Chair |
| Date: | _____ | Date: | 4-1-25 |

**STORY COUNTY TREASURER**
**TED RASMUSSON**
Administrative Building
900 6th St. - P.O. Box 498
Nevada, IA 50201

**DEPUTIES:**
Ardis A Baldwin-Financial
Lori McDonald-Operations

APPROVED DENIED
Board Member Initials: JKH
Meeting Date: 4-1-25
Follow-up action:

**MEMORANDUM**

**To:** Story County Board of Supervisors
**From:** Ted Rasmusson, Story County Treasurer
**Date:** March 27, 2025
**Subject:** County Credit Card to Pay for QuickBooks

The Treasurer's Office has used QuickBooks as our check writing software for many years. Two years ago, they informed us that our product license had expired, and we needed to move to their new annual subscription SAAS process to continue using the software. This option did not allow for an invoice and check payment process. It required that all invoices be paid with a credit card. In 2024, the Board authorized using their credit card to pay for this subscription service while we checked on other options.

On March 22, QuickBooks auto renewed for another year without any notice to us. We reviewed last year's BOS action, and the BOS technically only approved a payment for 2024. We are requesting the Board provide official approval of that payment of a one-year subscription on their credit card for QuickBooks again this year. QuickBooks has always been a good option for our office, but this year the annual fee took another rise to $1,068.93. We intend to step up our search for alternatives going forward, as this fee continues to rise.

Last year, we researched Solutions Banking and Investments Module which would include check writing. After that review, we determined we would still need to use a lot of our Excel spreadsheets for investment tracking as Solutions fell short in some areas. The setup fee for this module was quoted at $6,000 and would add approximately $1,200 to our annual Solutions service fee, so we felt QuickBooks was still the better option. There is also a major lack of confidence in Solutions going forward across the state, which has spurred an ISAC-led RFI for new possible Real Estate and Financial systems to come to Iowa.

We will work with IT to search if there are more economical check writing options available and will monitor the ISAC led project, which hopes to complete by July of 2025, to determine next steps. For now, we still think QuickBooks is the best option even at the higher price. With rising software costs, we would also like the Board to consider additionally approving the use of their credit card to renew the QuickBooks subscription annually going forward if a different software solution is not found.

Thank you for your consideration.

Ted Rasmusson, Treasurer

**STORY COUNTY TREASURER**
**TED RASMUSSON**
Administrative Building
900 6th St. - P.O. Box 498
Nevada, IA 50201

**DEPUTIES:**
Ardis A Baldwin-Financial
Lori McDonald-Operations

**MEMORANDUM**

**To:** Story County Board of Supervisors

**From:** Ted Rasmusson, Story County Treasurer

**Date:** March 26, 2025

**Subject:** Treasurer's Office Closed for Training ~~Thusday~~ Thursday, April 3, 2025

We will close the Story County Treasurer's Office to the public for Staff Training and Development on Thursday, April 3, 2025. The office will not be open to the public or answering phone calls or emails for the day of April 3. Our office will be open normal hours on all other days of the week including Monday March 31, which will be the final day for property tax collection before late penalty is added on Tuesday, April 1.

We have the opportunity to attend a District 1 training session in Indianola that will include sharing ideas with other county treasurer offices and detailed training from the Iowa Department of Transportation and Department of Revenue. These District 1 training sessions have been invaluable for our team in the past, and with a large number of newer employees, we feel this will help their development immensely.

We know the public depends on our office everyday so we want to apologize to anyone this closure inconveniences including other County Departments in the Administration Building. The laws, rules, and regulations that our office must follow frequently change and evolve. This training session will help us ensure we are up to date on all law changes, while giving us the opportunity to learn best practices from our state agency partners and neighboring treasurer offices. Continuing education is a major factor in achieving our goal of operating in the most effective, accurate, and efficient manner possible.

Please let our office know if you have any questions.

Ted Rasmusson, Treasurer

Acknowledgement
~~APPROVED~~ ~~DENIED~~
Board Member Initials: XLH
Meeting Date: 4-1-25
Follow-up action:

Motor Vehicle / Property Tax: (515)382-7330 or (515)382-7340
Fax: (515)382-7336

1-09

Permit Number 25-8153

Date 3/27/25

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 630th Ave.
From south of 32416 630th Ave. a
distance of .

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

I. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 3-26-2025

Consumers Energy
Name of Company (Applicant - Permittee)

641-485-4064
by Phone no.

Recommended for Approval:

Date 3-27-25

515-382-7355
County Engineer Phone no.

Approved:

Date 4-1-25

Chair, Board of Supervisors
Story County, Iowa

**Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.**

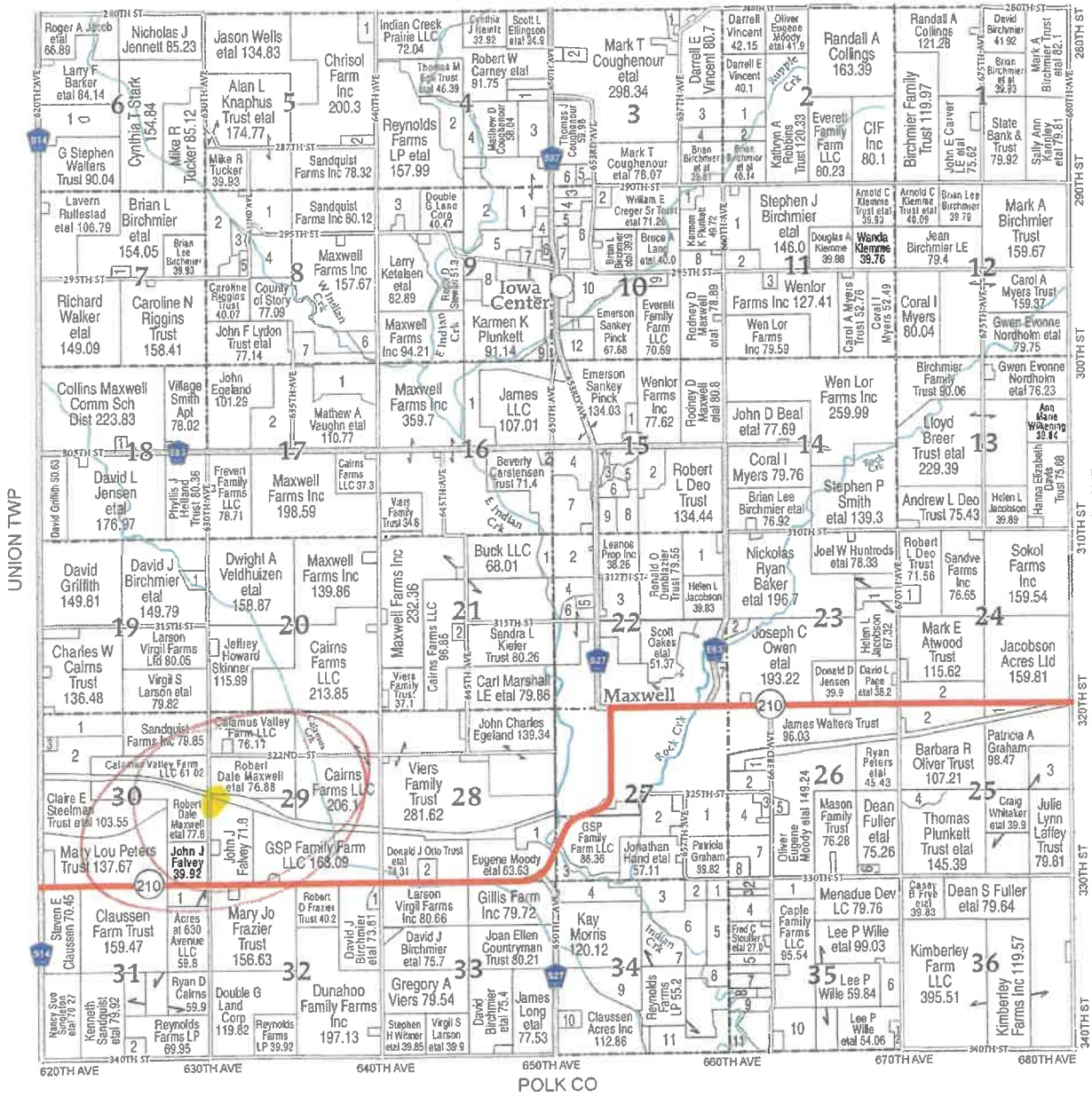
T-82-N

# INDIAN CREEK PLAT

(Landowners)

NEVADA TWP

R-22-W




## INDIAN CREEK TOWNSHIP

### SECTION 2

| | | |
|---|---|---|
| 1 | BIRCHMIER, DANIEL | 27.07 |
| 2 | BIRCHMIER, BRIAN | 13.04 |

### SECTION 3

| | | |
|---|---|---|
| 1 | COUGHENOUR, MICHAEL G ETAL | 6.69 |
| 2 | ROBESON, DANIEL T ETAL | 7 |
| 3 | BIRCHMIER, DANIEL | 26.89 |
| 4 | BIRCHMIER, BRIAN | 12.94 |
| 5 | CLAY, ASHLEY M | 6.76 |
| 6 | SINCLAIR, ROGER L ETAL | 11.6 |

### SECTION 4

| | | |
|---|---|---|
| 1 | SWEARINGEN, RACHEL | 9.99 |
| 2 | DUNAHOO, LISA D ETAL | 33.57 |
| 3 | MCCLAIN, LARRY D | 39.37 |
| 4 | GREBASCH TRUST, DIANA CLAIRE | 24.51 |

### SECTION 5

| | | |
|---|---|---|
| 1 | BOWMAN, THOMAS ETAL | 11.31 |
| 2 | MOFFITT, DUSTIN C ETAL | 8.73 |

### SECTION 6

| | | |
|---|---|---|
| 1 | MCDANIEL, GREGG SCOTT ETAL | 57.67 |

### SECTION 7

| | | |
|---|---|---|
| 1 | JOBE, JUSTIN N ETAL | 5.09 |

### SECTION 8

| | | |
|---|---|---|
| 1 | UTHE, DOUGLAS V ETAL | 39.76 |
| 2 | BIRCHMIER, BRIAN LEE | 55.16 |
| 3 | GIBBS, LOGAN E | 10.1 |
| 4 | INDIAN CREEK CHAPTER OF ISAAK WALTON | 39.57 |
| 5 | ORCUTT, DENNIS L ETAL | 5.73 |
| 6 | GREEN, JUSTIN | 10.75 |
| 7 | VAUGHN, MATHEW K F ETAL | 27.52 |

### SECTION 9

| | | |
|---|---|---|
| 1 | COUGHENOUR, MARTIN A ETAL | 70.04 |
| 2 | GREBASCH TRUST, DIANA CLAIRE | 40.74 |
| 3 | REYNOLDS FARMS LP | 36.64 |
| 4 | WOODLAND CEMETERY | 7.56 |
| 5 | KOOIKER, JOSEPH F ETAL | 34.71 |
| 6 | OLSON, TODD ETAL | 5.25 |
| 7 | LEWIS, MICHAEL ETAL | 8.17 |
| 8 | FERGEN FAMILY FARMS LLC | 43.02 |
| 9 | BIENFANG, RODNEY D ETAL | 5.96 |

### SECTION 10

| | | |
|---|---|---|
| 1 | PLUNKETT, RYAN ETAL | 10.01 |
| 2 | MADSON, DARIN M ETAL | 8 |
| 3 | CARNEY JR, ROBERT W ETAL | 10.43 |
| 4 | HILL, ERIN J ETAL | 9.96 |
| 5 | MADER, BENJAMIN JOHN | 9.67 |
| 6 | JONES, JASON LEVI | 23.47 |
| 7 | ROBERTSON, VANCE C ETAL | 7.44 |
| 8 | VANDERWAL, DALE L ETAL | 18.94 |
| 9 | ROTTO, HANS ETAL | 8.84 |
| 10 | MYERS FRENCH, SARAH | 32.93 |
| 11 | KAHLER, JOEL AARON ETAL | 10.54 |
| 12 | SWENSON TRUST, MERVIN K | 21.54 |

### SECTION 11

| | | |
|---|---|---|
| 1 | BIRCHMIER, BRIAN ET AL | 35.12 |
| 2 | EVERETT FAMILY FARM LLC | 16.94 |
| 3 | PRITCHARD, NANCY C | 5.39 |

### SECTION 15

| | | |
|---|---|---|
| 1 | CAMPOS, ROBERT D ETAL | 7.26 |
| 2 | ALDRICH, LANCE J ETAL | 25.76 |
| 3 | ROLLING HILLS HOA | 6.03 |
| 4 | PEAVEY, MICHAEL W | 29.26 |
| 5 | LENGEL, MARK G ETAL | 10.56 |
| 6 | LAFFEY, DUANE J ETAL | 10.55 |
| 7 | CARSTENSEN TRUST, BEVERLY | 42.8 |
| 8 | WILLIAMSON, KEITH ETAL | 18.31 |
| 9 | WILLIAMSON, KEITH ETAL | 13.98 |

### SECTION 16

| | | |
|---|---|---|
| 1 | BROWN, KEVIN | 52.45 |
| 2 | HELMING, STUART L | 5.09 |

### SECTION 17

| | | |
|---|---|---|
| 1 | HERGENREDER, JERILYN E | 47.51 |
| 2 | LYDON TRUST, JOHN F ETAL | 58.16 |

### SECTION 18

| | | |
|---|---|---|
| 1 | WOLFE, MICHAEL ETAL | 5.68 |

### SECTION 19

| | | |
|---|---|---|
| 1 | NAPIER, WILLIAM ETAL | 9.61 |

### SECTION 21

| | | |
|---|---|---|
| 1 | DUNBLAZIER TRUST, RONALD O | 11.77 |
| 2 | CUMMINGS, GARY L ETAL | 5 |

### SECTION 22

| | | |
|---|---|---|
| 1 | BIRCHMIER, RHONDA POSEGATE | 36.09 |
| 2 | DUNBLAZIER, RONALD O | 38.06 |
| 3 | ROGERS, DOUGLAS ETAL | 62.79 |
| 4 | MEIER, THEODORE | 21.62 |
| 5 | OTTO, DAVID L ETAL | 5.03 |
| 6 | PETERS, TIMOTHY A | 39.78 |
| 7 | OWEN, JOSEPH C ETAL | 11.33 |

### SECTION 23

| | | |
|---|---|---|
| 1 | KETCHUM, MARK E ETAL | 12.88 |
| 2 | THOMAS, RICHARD L ETAL | 8.52 |

### SECTION 24

| | | |
|---|---|---|
| 1 | KETCHUM, MARK E ETAL | 8.49 |
| 2 | ATWOOD, JEFF ETAL | 39.98 |

### SECTION 25

| | | |
|---|---|---|
| 1 | JACOBSON ACRES LTD | 11.73 |
| 2 | JACOBSON, LAWRENCE E ETAL | 40.28 |
| 3 | GRAHAM, PATRICIA ANN PINCK | 79.8 |
| 4 | DAVIS, DEANNA L | 13.94 |

### SECTION 26

| | | |
|---|---|---|
| 1 | THOMPSON, KEVIN E | 6.73 |
| 2 | MOODY, DANIEL ETAL | 19.71 |
| 3 | GSP FAMILY FARM LLC | 7.02 |
| 4 | PLUNKETT TRUST, THOMAS ETAL | 31.33 |
| 5 | NESSA, KENT | 5.65 |
| 6 | JANS, DAVID | 5.01 |
| 7 | MADER, BENJAMIN JOHN ETAL | 29.87 |
| 8 | MADER, JONATHAN MITCHELL ETAL | 9.97 |

### SECTION 27

| | | |
|---|---|---|
| 1 | PLUNKETT TRUST, THOMAS ETAL | 39.64 |
| 2 | CARROLL, BRIAN ETAL | 32.16 |
| 3 | PETERS, NATHAN | 26.34 |

### SECTION 28

| | | |
|---|---|---|
| 1 | KNUDSEN, TYLER S | 19.68 |
| 2 | GIBBS, GEORGE E ETAL | 9.46 |

### SECTION 30

| | | |
|---|---|---|
| 1 | CAIRNS TRUST, CHARLES W | 40.04 |
| 2 | TJELMELAND LE, DWAYNE E ETAL | 47.45 |
| 3 | MCPHERSON, ADAM D ETAL | 5 |

### SECTION 31

| | | |
|---|---|---|
| 1 | CAIRNS, BRITTANY A | 39.9 |
| 2 | REYNOLDS TRUST, E DEAN ETAL | 9.99 |

### SECTION 32

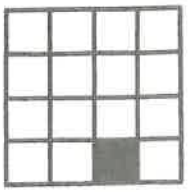
| | | |
|---|---|---|
| 1 | REYNOLDS TRUST, E DEAN ETAL | 6.24 |

### SECTION 34

| | | |
|---|---|---|
| 1 | CHEVILLE, DOUGLAS R ETAL | 9.94 |
| 2 | LESLIE JR, MICHAEL J ETAL | 10.1 |
| 3 | HAND, JONATHAN ETAL | 35.05 |
| 4 | LENNINGTON, TYLER ETAL | 33.77 |
| 5 | STOUFFER, FRED C ETAL | 29.86 |
| 6 | SCHAUDT, CHRIS M ETAL | 43.93 |
| 7 | REYNOLDS ACRES INC | 77.59 |
| 8 | EVANS, STEVEN R ETAL | 15.77 |
| 9 | BIRCHMIER, DAVID J ETAL | 37.81 |
| 10 | LONG, JAMES ETAL | 9.73 |
| 11 | BIRCHMIER, RHONDA REYNOLDS ETAL | 44.07 |

### SECTION 35

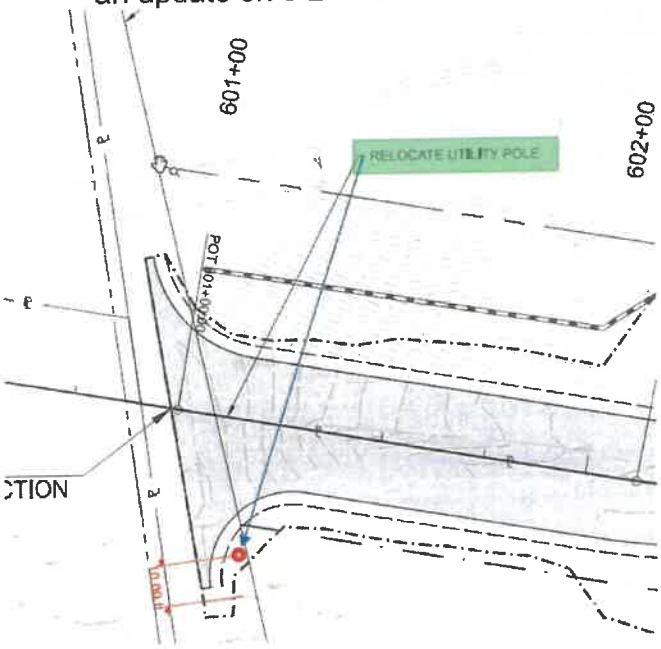
| | | |
|---|---|---|
| 1 | PLUNKETT TRUST, THOMAS ETAL | 19.91 |
| 2 | WUESTENBERG, TODD ETAL | 9.89 |
| 3 | DUMBAUGH, TOM M ETAL | 6.4 |
| 4 | FISCHER, JAMES L ETAL | 23.42 |
| 5 | HUNTER TRUST, SANDRA KAY | 10.13 |
| 6 | KIMBERLEY TRUST, MARTHA L ETAL | 20.81 |
| 7 | REISDORF, MARK A ETAL | 13.56 |
| 8 | DAVIES, CHRISTIAN ETAL | 5.56 |
| 9 | DAVIES, CHRISTIAN P ETAL | 12.95 |
| 10 | CAPLE FAMILY FARMS LLC | 36 |
| 11 | CAPLE, J LINDEN ETAL | 15.03 |
| 12 | GODWIN, VICKY L | 5.81 |



**Project Name:** Heart of Iowa Nature Trail – Phase 7A
**Project Locations:** Trail intersection with 630th Ave and City of Collins
**Project Scope:** Install improved field entrances from 630th to adjacent private property and remove and reinstall trail in a Park Located with in City of Collins Corporate Limit.

**Consumers Energy**

1. Utility pole location required.
2. Relocate pole to a location 10' north of the north edge of the existing trail pavement in the Road ROW. (see snip below)
3. Anticipated relocation to be completed in 3-4 Weeks. Snyder to request an update on 6-2-2025.




Move the existing power pole 31 feet south of its current location on the east side of 630th Ave. north of the bike trail. Its new location will be east of 630th Ave. 10 feet north of the north side of the bike trail along the ROW.