

The Board of Supervisors met on 4/12/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov))

**ADOPTION OF AGENDA:** Faisal stated there is an additional personnel action form. Murken moved, Heddens seconded adopting the agenda with addition. Motion carried unanimously (MCU) on a roll call vote.

**MINUTES:** 4/5/22 Minutes – Heddens moved, Murken seconded the approval of 4/5/22 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** Faisal added an action form, a new hire, effective 4/18/22, in a) Sheriff's Office for Ashley Dilley @ \$2,057.60/bw; 1) pay adjustment, effective 4/10/22, in a) Attorney's Office for Madison Elbert @ \$22.53/hr; b) Secondary Roads for Derek Kruger @ \$31.04/hr; c) Sheriff's Office for Matthew Bartos @ \$2,709.60/bw; Nicolas Briseño @ \$3,711.99/bw; Leanna Ellis @ \$4,100.52/bw; Jamie Johnson @ \$2,292.80/bw; Jamie Schmitz @ \$2,768.00/bw; Brian Tickle @ \$3,401.85/bw; 2) re-evaluation of position in a) Attorney's Office for Lacey Perisho @ \$19.33/hr.

Murken moved, Heddens seconded the approval of Personnel Actions with noted addition. Roll call vote. (MCU)

**CLAIMS:** 4/14/22 Claims of \$476,633.00 (run date 4/8/22, 28 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$4,474.78), BooSt School Ready (\$159,815.36), BooSt Early Childhood (\$6,409.86), Emergency Management (\$312.28), E911 (\$2,063.09), County Assessor (\$46,436.64), City Assessor (\$19,775.82); and Central Iowa Community Services (\$66,619.65). Heddens moved, Murken seconded the approval of Claims as submitted. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda as presented.

1. Hiring an additional Detention Officer for the duration (400 days) of a current Detention Officer's active duty military deployment which begins 4/15/22
2. Contract for Highway Right of Way with Steve E Claussen and Claussen Family Trust for the purchase of a Temporary Easement for \$233.25 (L-U28--73-85)
3. Quarterly Reports from the following: Auditor; Recorder; Sheriff
4. Agreement between Story County and InfoMax for folding machine annual maintenance, effective 5/1/22-4/1/23, for \$550.02
5. Agreement Modification between the US Department of Justice Marshalls Service and the Story County Jail for the housing of federal prisoners
6. Professional Consultant Services Agreement between Story County and Katelyn Bejes for Medical Examiner Investigator services, effective 4/12/22, for \$250.00 per investigation plus mileage
7. Purchase Agreement for Caterpillar 305 Mini Hydraulic Excavator from Ziegler for \$73,225.00 (FY23 Budget)
8. Professional Consultant Service Agreement between Story County and James Kruse for Medical Examiner Investigator services, effective 4/12/22, for \$250.00 per investigation plus mileage
9. Road Closure Resolutions: #22-32, #22-33
10. Utility Permit: #22-6237

Roll call vote. (MCU)

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on numerous upcoming meetings. Faisal noted this week is

Telecommunications Week; the Board thanked the County's public safety dispatchers.

Murken moved, Heddens seconded to adjourn at 10:07 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda - Limited  
Administration Building  
900 6th St., Nevada, IA  
4/12/22

1. SPECIAL NOTE TO THE PUBLIC: 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:**

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
  - I. 4/5/22 Minutes  
  
Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms  
1)pay adjustment, effective 4/10/22, in a) Attorney's Office for Madison Elbert @ \$22.53/hr; b) Secondary Roads for Derek Kruger @ \$31.04/hr; c) Sheriff's Office for Matthew Bartos @ \$2,709.60/bw; Nicolas Briseño @ \$3,711.99/bw; Leanna Ellis @ \$4,100.52/bw; Jamie Johnson @ \$2,292.80/bw; Jamie Schmitz @ \$2,768.00/bw; Brian Tickle @ \$3,401.85/bw; 2)re-evaluation of position in a)Attorney's Office for Lacey Perisho @ \$19.33/hr.

Department Submitting HR

9. CONSIDERATION OF CLAIMS:

I. 4/14/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 041422.PDF

10. 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 Hiring One Additional Detention Officer For Current Detention Officer's Military Deployment Effective 4/15/2022

Department Submitting Sheriff

Documents:

TEMPORARY STAFF INCREASE.PDF

II. Consideration Of Contract For Highway Right Of Way With Steve E Claussen And Claussen Family Trust For The Purchase Of A Temporary Easement For \$233.25 (L-U28--73-85)

Department Submitting Engineer

Documents:

CTR ROW CLAUSSEN.PDF

III. Consideration Of Quarterly Reports For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

QTR RPT.PDF

IV. Consideration Of Agreement Between Story County And InfoMax For Folder Annual Maintenance Effective 5/1/22-4/1/23 For \$550.02

Department Submitting Auditor

Documents:

FOLDER.PDF

V. Consideration Of Agreement Modification Between Department Of Justice And Story County

Department Submitting Sheriff

Documents:

DOJ AGREEMENT MODIFICATION.PDF

VI. Consideration Of Professional Consultant Services Agreement Between Story County And Katelyn Bejes For Medical Examiner Investigator Effective 4/12/22 For \$250.00/Investigation Plus Mileage

Department Submitting Auditor

Documents:

BEJES.PDF

VII. Consideration Of Purchase Agreement For Caterpillar 305 Mini Hydraulic Excavator From Ziegler For \$73,225.00 (FY 2023 Budget)

Department Submitting Engineer

Documents:

PA CAT 305 MINI EX.PDF

VIII. Consideration Of Professional Consultant Service Agreement Between Story County And James Kruse For Medical Examiner Investigator, Effective 4/12/22 For \$250 Per Investigation Plus Mileage

Department Submitting Auditor

Documents:

KRUSE.PDF

IX. Consideration Of Road Closure Resolution(S): #22-32, 22-33

Department Submitting Engineer

Documents:

RC 22 32.PDF  
RC 22 33.PDF

X. Consideration Of Utility Permit(S): #22-6237

Department Submitting Engineer

Documents:

11. PUBLIC HEARING ITEMS:
12. ADDITIONAL ITEMS:
13. DEPARTMENTAL REPORTS:
14. OTHER REPORTS:
15. UPCOMING AGENDA ITEMS:
16. 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.
17. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:
18. 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.





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: 14-28-100-300  
PROJECT No: L-U28--73-85  
ROAD No: (580<sup>th</sup> Ave.)

THIS AGREEMENT made and entered into this 25<sup>th</sup> day of March, A.D. 20 22 by and between

**STEVEN E. CLAUSSEN (9/16), and CLAUSSEN FAMILY TRUST (7/16)**

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.):

NONE

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

NONE

1.b SELLER GRANTS to Buyer a temporary construction 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
\$	<u>233.25</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>233.25</u>	<b>TOTAL LUMP SUM</b>

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 ___ rods barb
Temporary Easement	<u>0.06</u>	ac./sq.ft.	\$ <u>233.25</u>	
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 Steven P. Clauson  
X Clauson Family Trust, Steven P. Clauson TRUSTEE

- 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**

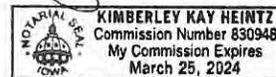
STATE OF IOWA: ss On this 25<sup>th</sup> day of March, 2022, before me, the undersigned, personally appeared Steven Clauson

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.

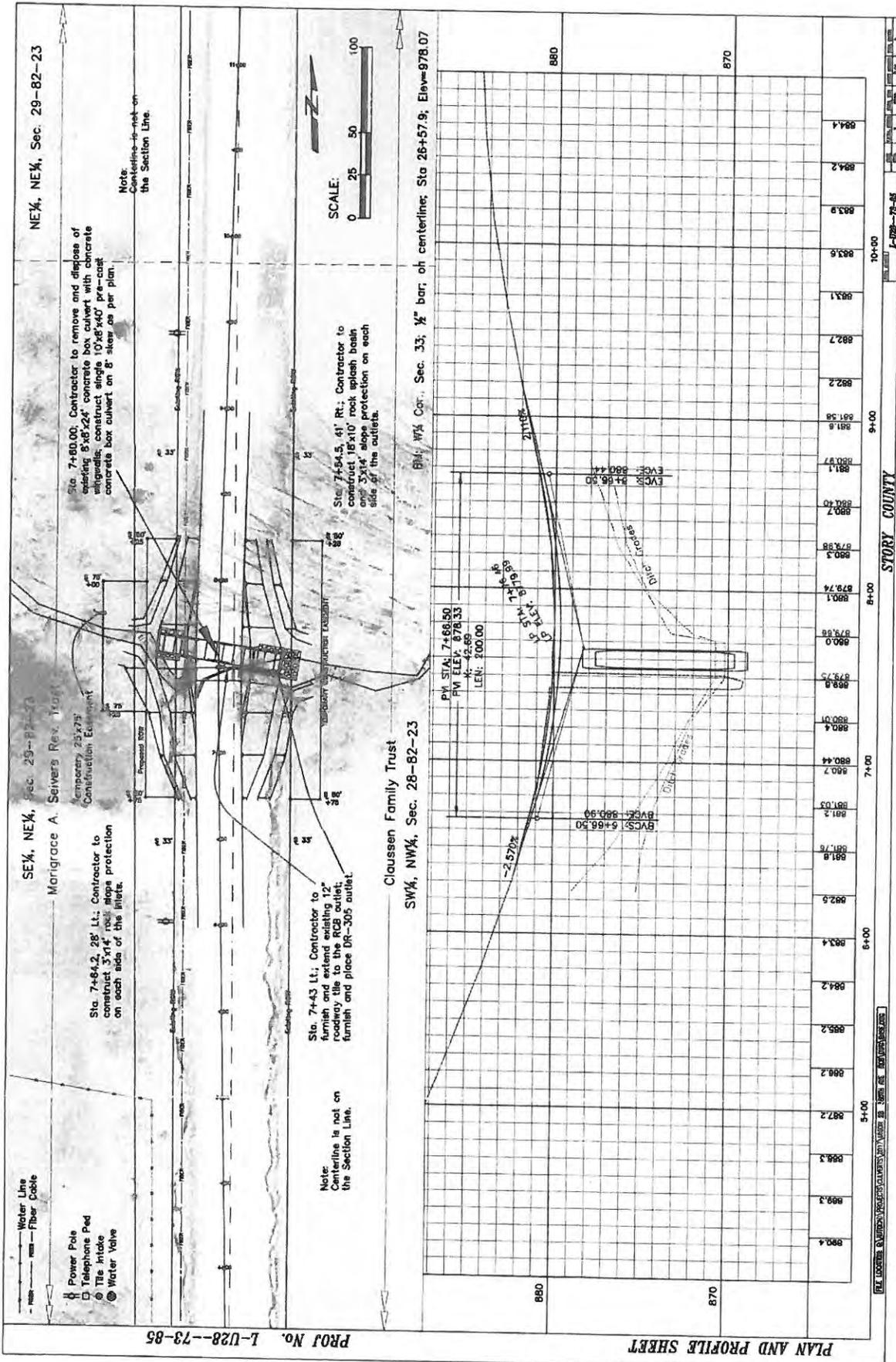
Kimberly Kay Heintz  
Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

Darren Moon 4-1-22  
Recommended by: Darren Moon P.E., Story County Engineer (Date)



[Signature] 4.12.22  
Approved by: Chairperson, Story County Board of Supervisors (Date)



Water Line  
Fiber Optic

- Power Pole
- Telephone Pole
- Tile Intake
- Water Valve

SE ¼, NE ¼, Sec. 29-82-23  
Morigrace A. Seivers Rev. Trust  
Temporary 25'x75'  
Construction Easement

Sta. 7+84.2, 28' Lt.: Contractor to construct 3'x4' slope protection on each side of the inlet.

Sta. 7+80.00: Contractor to remove and dispose of existing 5'x5'x24" concrete box culvert with abutments; construct single 10'x8'x40' pre-cast concrete box culvert on 8' stems as per plan.

Note:  
Centerline is not on the Section Line.

Note:  
Centerline is not on the Section Line.

Sta. 7+43 Lt.: Contractor to furnish and extend existing 12" roadway tile to the RGB outlet; furnish and place DR-305 outlet.

Sta. 7+64.5, 41' Rt.: Contractor to construct 18'x10' rock splash basin and 3'x14' slope protection on each side of the outlets.

SCALE:  
0 25 50 100

Claussen Family Trust  
SW ¼, NW ¼, Sec. 28-82-23

8 ¼" Cor., Sec. 33, ¼" bar; oh centerline; Sta 26+57.9; Elev=878.07

PVI STA: 7+66.50  
PVI ELEV: 878.33  
K: 42.89  
LEN: 700.00

BVC: 6+66.50  
ELEV: 883.90

BVC: 7+66.50  
ELEV: 880.44

PLAN AND PROFILE SHEET

PROJ No. L-U28--73-85

SEE LOCATIONS AND NOTES ON PREVIOUS SHEETS FOR NORTH AND SOUTH COORDINATES

STORY COUNTY

1-289-73-85

890.4	890.3	890.2	889.9	889.7	889.5	889.3	889.1	888.9	888.7	888.5	888.3	888.1	887.9	887.7	887.5	887.3	887.1	886.9	886.7	886.5	886.3	886.1	885.9	885.7	885.5	885.3	885.1	884.9	884.7	884.5	884.3	884.1
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COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA}  
STORY COUNTY}

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

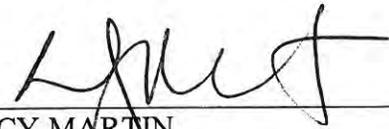
Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending March 31, 2022 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 9,856.80
Misc Elections	50.00	
CARES Act		
City/School Elections	9,806.80	
Special Elections		

For Other Office Fees		\$ 4,248.79
Plat Books	277.60	
Computer Lists		
Fiscal Agent Fees	3,964.64	
Map Copies		
Copies	6.55	
Miscellaneous		

TOTAL \$ 14,105.59

Treasurer's Receipts for the above are attached.

  
 \_\_\_\_\_  
 LUCY MARTIN  
 Story County Auditor  
 April 4, 2022

**APPROVED**      **DENIED**  
 Board Member Initials: \_\_\_\_\_  
 Meeting Date: 4/16/22  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 3RD QUARTER  
FISCAL YEAR 2021-2022

STATE OF IOWA}  
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 3rd Fiscal Quarter ending March 31, 2022, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$3,780.00
Records Management Fees	27000-08000-4140-07	\$2,886.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,886.00
Real Estate Transfer Tax	01000-08000-4040-07	\$44,598.28
Recording Fees	01000-08000-4000-07	\$63,619.00
Snowmobile Fees	01000-08000-4010-07	\$512.50
Boat Fees	01000-08000-4020-07	\$1,796.25
Hunting & Fishing Fees	01000-08000-4030-07	\$4.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,392.00
ATV Fees	01000-08000-4070-07	\$836.25
Vital Records Fees	01000-08000-4130-07	\$7,148.00
Passport Fees	01000-08000-4150-07	\$6,460.00
Boat Title Fees	01000-08000-4120-22	\$140.00
Interest	01000-00054-6000-07	\$13.44
Overages	01000-00055-8220-07	\$137.21
DNR Fees	01000-08000-4080-07	\$3.75
Total paid to Story County Treasurer		\$136,213.18

All of which is respectfully submitted this 4th day of April, 2022.

*Stacie Herridge*

Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 4<sup>th</sup> day of April, 2022.

*Lucy Martin*

Lucy Martin, Story County Auditor

Revised April 12, 2016

APPROVED
DENIED

Board Member Initials: *LS*

Meeting Date: 4/12/22

Follow-up action: \_\_\_\_\_

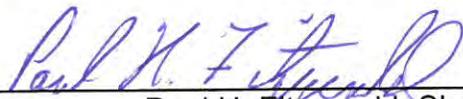
\_\_\_\_\_

**Story County Sheriff's Report  
Total Income Earned  
For the Quarter Ending March 31, 2022**

Civil Fees (01000-01000-4400-05)	\$20,772.30
Civil Fees (Credit Card)	\$1,339.14
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$6,100.00
Permits to Carry Concealed Weapon (Credit Card)	\$60.00
Interest (01000-00054-6000-05)	\$5.74
Work Release (01000-01000-4400-05)	\$0.00

**Total** **\$28,277.18**

**Total Paid to Story County Treasurer** **\$28,277.18**

  
\_\_\_\_\_  
Paul H. Fitzgerald, Sheriff

Dated 03/31/2022

PHF:kan

**APPROVED**

**DENIED**

Board Member Initials: \_\_\_\_\_

Meeting Date: 4/12/22

Follow-up action: \_\_\_\_\_

# Story County, Iowa

LUCY MARTIN, AUDITOR

V# 3232

IN ACCOUNT WITH (Claimant) InfoMax

Address 1010 Illinois St

Des Moines, IA 50314-3047

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
4/1/2022	AR601828	folder annual maintnace 05/01/22-04/01/2023	
		Treasurer 60%	330.01
		Auditor 40%	220.01
TOTAL CLAIM			\$550.02

4/1/2022

AR601828

folder annual maintnace 05/01/22-04/01/2023

Treasurer 60%

330.01

Auditor 40%

220.01

TOTAL CLAIM

\$550.02

## FOR AUDITOR'S OFFICE USE ONLY

Claim No. \_\_\_\_\_

Check No. \_\_\_\_\_

Date Paid \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS ON DATE \_\_\_\_\_

FUND NAME General Basic  
CODE NO. \_\_\_\_\_

01000-09020-444-03 = 330.01

01000-08000-444-02 = 220.01

AMOUNT CLAIMED

\$550.02

**APPROVED**

**DENIED**

Board Member Initials: *[Signature]*

Meeting Date: 4/1/2022

Follow-up action: \_\_\_\_\_

CLAIMANT SIGNATURE (if applicable)

DEPARTMENT APPROVAL



Agreement Number:  
30-03-0066

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**Addendum #1:**

• **Administration**

1. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this modification). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement.
2. The FPBDS can be found at: <http://www.usmarshals.gov/prisoner/detention-standards.htm>
3. STORY COUNTY JAIL shall comply with Congressional mandates, federal laws, Executive Orders and all existing STORY COUNTY JAIL policies. STORY COUNTY JAIL shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.
4. All work assignments for unsentenced Federal prisoners must be voluntary.
5. The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief, or their designee and to the USMS Prisoner Operations Division (POD) at [PODCoInquiries@usdoj.gov](mailto:PODCoInquiries@usdoj.gov).
6. The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.
7. The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.
8. The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.
9. The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.
10. The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.
11. The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate. The Local Government shall provide safe and clean space and items for proper prisoner hygiene.
12. The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.
13. The Local Government shall properly inventory, store, and return prisoner property upon release.
14. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.
15. The Local Government shall prohibit discrimination on the basis of disability, race, gender, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

Agreement Number:  
30-03-0066

Page 3 of 5

16. The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.
17. The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners

**Addendum #2**

• **Medical Services**

1. The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.
2. The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.
3. *The Local Government shall notify the local USMS district office of any infectious disease outbreak*
4. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program.
5. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.
6. The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur with 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.
7. The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.
8. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment

**Addendum #3**

• **Optional Guard/Transportation Services to/from Medical Facility**

1. The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

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- **Optional Guard/Transportation Services to/from U.S. Courthouse**
  1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).
  
- **Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)**
  1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).
  
- **Optional Guard Services to Video Teleconference Hearings within Facility**
  1. Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at [PODCoCInquiries@usdoj.gov](mailto:PODCoCInquiries@usdoj.gov).

**Addendum #4**

- **Video Teleconference Hearings within the Facility**
  1. If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

**Addendum #5**

- **Ensuring Access to Voter Registration for Eligible Individuals in Federal Custody**
  1. The facility, to the extent practicable and appropriate, will provide federal prisoners educational materials related to voter registration and voting and, upon request by the federal prisoner, facilitate voting by mail by prisoners who are eligible to vote under the laws of the applicable jurisdiction. The facility will work with state and local election officials and, in appropriate circumstances, may also work with other reliable sources of voter information to assist federal prisoners with voter registration, voting by mail, and notification of upcoming elections. This clause does not endorse or advocate in support of or in opposition to any candidate or political party.

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**Addendum #6**

• **Body Worn Camera Information Requests**

1. If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

**Addendum #7**

• **Restrictive Housing and Suicide Prevention**

1. For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, transgender, intersex, and gender nonconforming prisoners; pregnant and postpartum prisoners; and prisoners with medical needs.

**NO OTHER TERMS OR CONDITIONS ARE AFFECTED BY THIS CHANGE**

U.S. Department of Justice  
United States Marshals Service

## Detention Facility Review

Date of Detention Facility Review (DFR)

Name of Detention Facility Inspector Conducting DFR

### FACILITY FACTS

#### FACILITY OVERVIEW

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest  
USMS Office

 minutes

Driving Distance from  
Closest USMS Office

 miles

Date of Last USMS  
Detention Facility Review

#### Points of Contact

(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Prisoner Information** (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity	<input type="text"/>				
Facility Average Daily Population (Last 12 Months)	<input type="text"/>				
USMS Average Daily Population	<input type="text"/>				
Local/Non-Federal Average Daily Population	<input type="text"/>				
Bureau of Prisons Average Daily Population	<input type="text"/>				
ICE Average Daily Population	<input type="text"/>				

**Security Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden	<input type="text"/>	<input type="text"/>
Assistant Warden	<input type="text"/>	<input type="text"/>
Chief of Security	<input type="text"/>	<input type="text"/>
Shift Supervisors	<input type="text"/>	<input type="text"/>
Other Supervisors	<input type="text"/>	<input type="text"/>
Corrections Officers	<input type="text"/>	<input type="text"/>
Transportation Officers	<input type="text"/>	<input type="text"/>
Perimeter Security	<input type="text"/>	<input type="text"/>
Restrictive Housing Security	<input type="text"/>	<input type="text"/>
Other Security	<input type="text"/>	<input type="text"/>

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

**Medical Staff Information** (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician	<input type="text"/>	<input type="text"/>
Physician's Assistant	<input type="text"/>	<input type="text"/>
Nurse Practitioner	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>
Mental Health Professional	<input type="text"/>	<input type="text"/>
Other Medical Staff	<input type="text"/>	<input type="text"/>

**Contraband**

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol <input type="text"/>	Drugs or Alcohol Paraphernalia <input type="text"/>	Electronic Devices <input type="text"/>
Electronic Device Accessory <input type="text"/>	Weapon <input type="text"/>	Tool <input type="text"/>

**Incidents**

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides <input type="text"/>	Suicide Attempts <input type="text"/>	Escapes <input type="text"/>
Escape Attempts <input type="text"/>	Physical Assaults on Prisoners <input type="text"/>	Physical Assaults on Staff <input type="text"/>
Health Care Grievances <input type="text"/>	Natural Deaths <input type="text"/>	Sexual Assaults on Prisoners <input type="text"/>
Sexual Assaults on Staff <input type="text"/>	Homicides <input type="text"/>	Riots/Disturbances <input type="text"/>
Overdose Deaths <input type="text"/>	Overdoses <input type="text"/>	Use of Force <input type="text"/>
		Excessive Use of Force <input type="text"/>

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Was the USMS notified of all incidents involving USMS prisoners?

Yes  No

**Incidents Not Reported**

(If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)

Incident Subtype (Leave blank)

Date of Incident

Remarks

**Court Action**

(If needed, use "Other Notes Section" on last page to document more than one action)

Are there any court orders or pending major litigation affecting the facility?

Yes  No

Case Name/Case Number

Functional Area

Date of Court Filing

**ADMINISTRATION AND MANAGEMENT**

**Policy Development and Monitoring**

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

Yes  No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to ensure they remain current, accurate and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Internal Review

**Policy Communication and Access**

Are policies and procedures communicated to all employees?

Yes  No

Does staff have 24/7 access to policies and procedures?

Yes  No

**Prisoner Property and Money**

Does the facility properly inventory prisoner property?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility properly store prisoner property?

Yes  No

Does the facility properly return prisoner property?

Yes  No

Does the facility properly inventory prisoner money?

Yes  No

Does the facility properly store prisoner money?

Yes  No

Does the facility properly return prisoner money?

Yes  No

**Prisoner Release**

---

Has the facility erroneously released ANY prisoner(s) during the review period?

Yes  No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

**Accommodations for Prisoners with Disabilities**

---

If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners?

Yes  No

**Contingency/Emergency Plans**

---

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

Yes  No

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes  No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

Yes  No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

Yes  No

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Does the contingency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes  No

If 'Yes', Date of Last Contingency Plan Review

Does the facility's contingency plan include the USMS prisoners housed at the facility?

Yes  No

**Staff Background Checks**

Does the facility verify identity of employees, contractors and volunteers prior to hiring via:

Fingerprints  Yes  No Social Security Number  Yes  No Date of Birth  Yes  No

Are initial background checks completed for all employees, contractors, and volunteers prior to hiring?

Yes  No

Does the facility conduct re-investigations of employees, contractors, and volunteers?

Yes  No

If 'Yes', how often? (Every 2 years, every 5 years, every 10 years, or more than 10 years)

Does the background check include verification of:

- Employment history for the past five (5) years?  Yes  No
- Residency for the past three (3) years?  Yes  No
- Credit history to ensure no current delinquency?  Yes  No
- Credit history to ensure no unresolved liens?  Yes  No
- Credit history to ensure no accounts in collection?  Yes  No
- Credit history to ensure no court-ordered judgments ?  Yes  No

Does the background check include verification that there are no:

- Felony convictions?  Yes  No
- Disqualifying misdemeanor convictions?  Yes  No
- Derogatory civil records?  Yes  No
- Alcohol dependencies?  Yes  No
- Drug dependencies?  Yes  No

**Reporting/Investigating Staff Misconduct**

How many administrative allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

How many criminal allegations of staff misconduct were reported since the last USMS DFR (if applicable)?

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

**Prisoner Anti-Discrimination**

Does the facility have a prisoner anti-discrimination policy that addresses:

- Age?  Yes  No
- Disability?  Yes  No
- Equal Pay/Compensation?  Yes  No
- Genetic Information?  Yes  No
- Harassment?  Yes  No
- National Origin?  Yes  No
- Pregnancy?  Yes  No
- Race/Color?  Yes  No
- Religion?  Yes  No
- Retaliation?  Yes  No
- Sex?  Yes  No
- Gender Identity?  Yes  No
- Sexual Preference?  Yes  No
- Sexual Harassment?  Yes  No
- Are services, programs, and activities provided to all eligible prisoners?  Yes  No

**Prison Rape Elimination Act (PREA) Compliance**

Does the facility have a PREA compliance program?

- Yes  No

Does the program address the following items:

- Zero tolerance toward all forms of sexual abuse and sexual harassment?  Yes  No
- Prevention and response planning?  Yes  No
- Prisoner training and education?  Yes  No
- Employee training and education?  Yes  No
- Screening for risk of sexual victimization?  Yes  No
- Reporting and investigations?  Yes  No
- Discipline?  Yes  No
- Medical/ mental health care?  Yes  No
- Auditing?  Yes  No
- Corrective action?  Yes  No
- State compliance?  Yes  No

Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

- Yes  No

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If 'No' to the previous question, has a DOJ PREA audit been scheduled?

Yes  No

Scheduled DOJ PREA Audit Date

Is a hard copy of the PREA audit available?

Yes  No

If 'Yes', Audit Date

What was the name of the Auditor?

Is there a corrective action plan in place?

Yes  No

Has corrective action taken place?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**HEALTH CARE**

---

**Intake and Screening**

---

Does the facility have policy or procedures for medical screening during intake?

Yes  No

Do all prisoners undergo medical screening during the initial intake process?

Yes  No

If 'No', how long after intake does the screening occur?

 months  days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

Yes  No

If 'No', how long after intake does the appraisal occur?

 months  days

Does the facility ensure TB testing during the initial intake process?

Yes  No

If 'No', how long after intake does the TB test occur?

 months  days

Are TB test results provided to the USMS within 14 days?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No', when were results provided?

months  days

Do all prisoners undergo mental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the mental health screening occur?

months  days

Do all prisoners undergo dental health screening during the initial intake process?

Yes  No

If 'No', how long after intake does the dental health screening occur?

months  days

Are all medical screening results reviewed by a physician?

Yes  No

How long after intake does this occur?

months  days

Are medical screening records maintained for every prisoner?

Yes  No

**Medical, Dental, and Mental Health**

---

Does the facility have a medical unit staffed 24/7?

Yes  No

Does the facility employ an on-site mental health professional?

Yes  No

Are prisoners with mental health issues identified as part of the vulnerable population?

Yes  No

Are prisoners with mental health issues referred to qualified mental health professionals?

Yes  No

**Routine, Chronic, and Emergency Health Services**

---

Are all prisoners made aware of the process for requesting health care services?

Yes  No

Does the facility have a policy or procedures for identifying medical emergencies?

Yes  No

Does the facility provide access to prescription medication?

Yes  No

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Does the facility participate in the NMCC?

Yes  No

Does the facility have an onsite pharmacy?

Yes  No

Does the facility document prisoner health care grievances?

Yes  No

**Response to Medical, Mental and Dental Health Needs**

---

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

Yes  No

Are facility staff CPR/First Aid certified?

Yes  No

With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?

Yes  No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

Yes  No

**Suicide Prevention**

---

Does the facility have a suicide prevention program?

Yes  No

Does the facility document staff training for prisoner suicide prevention?

Yes  No

Does the facility have procedures for identifying prisoners at risk for suicide?

Yes  No

Does the facility have procedures for monitoring prisoners at risk for suicide?

Yes  No

How often are welfare inspections conducted on suicidal prisoners?

Select...

Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?

Yes  No

Does the facility provide mental health services to suicidal prisoners?

Yes  No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many suicidal prisoners were placed in restrictive housing during the rating period?

**Prisoner Death**

Does the facility have procedures to respond to a prisoner's death?

Yes  No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

Yes  No

Does the facility review each prisoner death?

Yes  No

**Infectious Disease**

Does the facility have policy or procedures to address the management and reporting of infectious and communicable diseases?

Yes  No

Does the plan include:

- |               |                           |                          |
|---------------|---------------------------|--------------------------|
| HIV?          | <input type="radio"/> Yes | <input type="radio"/> No |
| Tuberculosis? | <input type="radio"/> Yes | <input type="radio"/> No |
| Hepatitis?    | <input type="radio"/> Yes | <input type="radio"/> No |
| Influenza?    | <input type="radio"/> Yes | <input type="radio"/> No |
| Chlamydia?    | <input type="radio"/> Yes | <input type="radio"/> No |
| COVID?        | <input type="radio"/> Yes | <input type="radio"/> No |
| Ebola?        | <input type="radio"/> Yes | <input type="radio"/> No |
| HPV?          | <input type="radio"/> Yes | <input type="radio"/> No |
| Salmonella?   | <input type="radio"/> Yes | <input type="radio"/> No |
| Scabies?      | <input type="radio"/> Yes | <input type="radio"/> No |
| Zika?         | <input type="radio"/> Yes | <input type="radio"/> No |
| E. coli?      | <input type="radio"/> Yes | <input type="radio"/> No |
| Chicken Pox?  | <input type="radio"/> Yes | <input type="radio"/> No |

Does the facility have an infectious and communicable disease policy or procedures to:

Include identify prisoners with infectious and communicable diseases?  Yes  No

Treat prisoners with infectious and communicable diseases?  Yes  No

Quarantine prisoners with infectious and communicable diseases?  Yes  No

Does the facility report all cases of infectious and communicable diseases to the USMS?

Yes  No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

Yes  No

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Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

Yes  No

**SECURITY AND CONTROL**

---

**Correctional Supervision**

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

Yes  No

Are prisoners managed and supervised 24/7?

Yes  No

**Security Features**

Are weekly inspections of all security devices conducted?

Yes  No

**Security Inspections**

Does the facility conduct intermittent security sweeps of all areas prisoners occupy?

Yes  No

**Searches and Contraband**

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

Yes  No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

Yes  No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

Yes  No

Does the facility have procedures for searching prisoners for contraband after work details?

Yes  No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

Yes  No

**Prisoner Accountability and Supervision**

Does the facility have procedures for physically counting prisoners?

Yes  No

Number of counts per day

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**Use of Force**

---

Does the facility have procedures for use of force?

Yes  No

Does the facility document and report use of force?

Yes  No

Does the facility investigate all use of force incidents?

Yes  No

**Non-routine Use of Restraints**

---

Does the facility have procedures for use of restraints?

Yes  No

Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?

Yes  No

Number of pregnant USMS prisoners since the last USMS DFR (if applicable).

Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).

**Key Control**

---

Is the use of keys controlled and inventoried?

Yes  No

**Tools and Culinary Equipment Control**

---

Is the use of tools and culinary equipment controlled and inventoried?

Yes  No

How many missing items during the rating period?

**Weapons Control**

---

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

Yes  No

**Prisoner Handbook and Discipline**

---

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

Yes  No

Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes  No

**Restrictive Housing**

---

Does the facility have written procedures for restrictive housing?

Yes  No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

Yes  No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

Yes  No

How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

Yes  No

How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?

How does the facility report restrictive housing to the USMS?

Email  Invoices  Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

Yes  No

Does the facility notify the prisoner of the reason for restrictive housing?

Yes  No

**Criminal Organization**

(If needed, use "Other Notes Section" on last page to document more than one organization.)

---

Does the facility collect criminal organization or security threat group information?

Yes  No

Name of Criminal Organization

Category (Leave blank)

Organization Level (Leave blank)

OID (Leave blank)

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Remarks

**FOOD SERVICE**

---

**Sanitation Requirements**

Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

Yes  No

If 'Yes', Date of Inspection

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Adequate and Varied Meals**

Does the facility provide 3 meals per day?

Yes  No

Does the facility provide a minimum of 2 hot meals per day?

Yes  No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

Yes  No

Does the facility serve meals that match the approved meal menus?

Yes  No

Does the facility provide special meals for prisoner religious or medical needs?

Yes  No

**SAFETY AND SANITATION**

---

**Fire Safety**

Are annual fire safety inspections conducted by state or local fire officials?

Yes  No

If 'Yes', Date of Inspection

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Were any violations identified?

Yes  No

Have those violations been corrected?

Yes  No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes  No

**Control of Dangerous Materials**

---

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

Yes  No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

Yes  No

Does the facility receive training on the safe use of each chemical?

Yes  No

If yes to the above question, is the training documented?

Yes  No

**Clothing, Laundry and Bedding**

---

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braizers, and shoes?

Yes  No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

Yes  No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

Yes  No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Are exceptions to the laundry schedule made when clothes are soiled?

Yes  No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

Yes  No

Are mattresses a minimum of 12 inches from the floor?

Yes  No

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**Housing**

---

Are single cells a minimum of 56 square feet?

Yes  No

Are double cells a minimum of 72.5 square feet?

Yes  No

Does the facility triple bunk or use boat beds?

Yes  No

How many times did the facility triple bunk or use boat beds since the last USMS DFR (if applicable)?

**Personal Hygiene**

---

Are the following available at no cost:

Soap?  Yes  No

Toothpaste?  Yes  No

Razors?  Yes  No

Shampoo?  Yes  No

Sanitary Napkins?  Yes  No

Tampons?  Yes  No

Do all prisoners have 24/7 access to an operable toilet?

Yes  No

Do all prisoners have 24/7 access to a washbasin with hot and cold running water?

Yes  No

**Physical Facility and Equipment**

---

Is the facility kept clean and in good repair?

Yes  No

Is all facility equipment in proper working order?

Yes  No

Is there any evidence or sign of mold?

Yes  No

Is there any evidence or sign of insects?

Yes  No

Is there any evidence or sign of rodents?

Yes  No

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**UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)**

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

Yes  No

**SERVICE AND PROGRAMS**

---

**Classification, Review, and Housing**

---

Does the facility have a procedure for prisoner classification, placement, and management?

Yes  No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

Yes  No

Are all USMS prisoners clearly identified in the facility's classification system?

Yes  No

**Copay and Fees**

---

Are prisoners charged a fee for haircuts?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for meals?

Yes  No

If 'Yes', are all prisoners charged the same fee?

Yes  No

Are prisoners charged a fee for medical co-pay?

Yes  No

If yes, are all prisoners charged the same fee?

Yes  No

**Religious Practices**

---

Do prisoners have the opportunity to participate in the religious practice of their faith?

Yes  No

**Volunteer Work Assignments**

---

Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?

Yes  No

Does the facility pay prisoners for work?

Yes  No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

Yes  No

Does the facility document all USMS prisoner work assignments?

Yes  No

**Prisoner Grievance Program**

---

Is a grievance procedure that includes at least one level of appeal available to all prisoners?

Yes  No

**Juveniles**

---

Does the facility house juveniles? If 'No', move to next section.

Yes  No

Does the facility have procedures for housing juveniles?

Yes  No

Does the facility house prisoners between 18-21 who are charged as juveniles?

Yes  No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

Yes  No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

Yes  No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

Yes  No

Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?

Yes  No

**Exercise and Out-of-Cell Opportunities**

---

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

Yes  No

**Telephone Access**

---

Do prisoners have adequate access to telephones?

Yes  No

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**Access to the Courts and Legal Materials**

---

Do prisoners have access to the courts?

Yes  No

Do prisoners have access to legal material/law library?

Yes  No

**Access to Legal Representation**

---

Do the prisoners have confidential access to counsel via telephone?

Yes  No

Do the prisoners have confidential access to counsel via written correspondence?

Yes  No

Do the prisoners have confidential access to counsel via visitation?

Yes  No

**Visitation**

---

Does the facility have a prisoner visitation program?

Yes  No

Does the prisoner visiting room have barriers to prevent contact visitation?

Yes  No

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**CONCLUSION**

**Other Notes**

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**Additional Points of Contact**

<b>Title</b>		<b>Name</b>	
<input type="text"/>		<input type="text"/>	
<b>Type of Contact</b>	<b>Phone Number</b>	<b>Extension</b>	<b>Email Address</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Detention Facility Review (DFR) Certification**

*I certify that this facility was inspected by an 0082 or 1811 with a current USM-222, Additional Duty Designation designating them as a Detention Facility Inspector and that applicable Corrective Action Recommendations were provided to the facility.*

<b>Performed By</b>	<b>Title</b>	<b>Date</b>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Katelyn Bejes as an independent contractor. Katelyn Bejes assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR Katelyn Elise Bejes

MAILING ADDRESS 4243 Hull Ave. Des Moines, IA 50317

BUSINESS PHONE NO. 515-725-1418 cell (574-806-2324)

1. DESCRIPTION OF SERVICES: medicolegal death investigation

2. DATE (S): until further notice

3. TIME (S): until further notice

4. LOCATION: Story County

5. PROFESSIONAL FEES: Standard Story County fee + mileage

6. SPECIAL CONDITIONS: Insurance coverage is provided for services the medical examiner investigator's perform on behalf of the county.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Katelyn Bejes Date 4/7/2022

Approved by [Signature] Date 4.12.22

W-9 completed 1/0



PRODUCT PURCHASE AGREEMENT

DATE Apr 07, 2022

PURCHASER STORY COUNTY
STREET ADDRESS 837 N AVE
CITY/STATE NEVADA, IA COUNTY STORY (IA)
POSTAL CODE 50201-1411 PHONE NO. 515-382-7355
EQUIPMENT
PRODUCT SUPPORT
INDUSTRY CODE: PRINCIPAL WORK CODE
F.O.B. AT: DBS MOINES

ACCOUNT NUMBER 8652700
Sales Tax Exemption # (if applicable) N/A
PURCHASER PO NUMBER

PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)
NET PAYMENT ON RECEIPT OF INVOICE [X] NET ON DELIVERY [ ] FINANCIAL SERVICES [ ] CSC [ ] LEASE [ ]
CASH WITH ORDER \$0.00 BALANCE TO FINANCE \$0.00 CONTRACT INTEREST RATE
PAYMENT PERIOD PAYMENT AMOUNT \$0.00 NUMBER OF PAYMENTS 0 OPTIONAL BUY-OUT

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED
MAKE: CATERPILLAR MODEL: 305 YEAR: 2022
STOCK NUMBER: TBD SERIAL NUMBER: TBD
305 07A CR MHE CFG14A 610-5461 BLADE, STD, BOCE 597-0753
576-7025 CAB, WITH HEAT AND A/C INSTRUCTIONS, ANSI 595-7021
600-4380 HOLDER, GREASE GUN SERIALIZED TECHNICAL MEDIA KIT 421-8926
557-1711 SOFTWARE, 2 WAY CONTROL LIGHTS, LED, REAR 579-8870
LANE 3 ORDER 0P-9003 REAR MIRROR, CAB 601-7747
LINES, BOOM 527-7611 WATER JACKET HEATER, 120V 519-8302
LINES, STICK 584-3653 PINS, BUCKET, 45MM 282-2785
TRACK, 16", RUBBER BELT 527-7627 SHIPPING/STORAGE PROTECTION 0P-2266
LIGHTS, LED 579-8868 PACKING, LAST MILE PROGRAM 0P-4299
MONITOR NEXT GEN, NO CAMERA 579-8875 COUPLER, PG, MAN.D.LOCK, 5T 444-7496
INTEGRATED RADIO 579-8873 BUCKET-HD, 18", 3.1 FT3, 5T 464-9909
PRODUCT LINK, CELLULAR PL243 579-8889 STICK, LONG, WITH 1ST AUX 596-7594
CAT KEY, WITH PASSCODE OPTION 522-6460 BUCKET-HD, 30", 6.1 FT3, 5T 4649912
BELT, SEAT, 3" RETRACTABLE 510-6085
COUNTERWEIGHT, STANDARD 576-9149

YEAR BILL OF SALE - TRADE-IN EQUIPMENT SERIAL NO. SELL PRICE \$73,225.00
EXT WARRANTY Included
NET BALANCE DUE \$73,225.00
BALANCE \$73,225.00

PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW.
GROSS TRADE ALLOWANCE
PAYOUT TO AMOUNT OWING:
PURCHASER TO PAYOUT [ ] ZIEGLER INC. TO PAY OUT [ ]
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2

[X] NEW EQUIPMENT WARRANTY
New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2.
2 Year Full Machine Warranty
305E CR-60 MO/2500 HR PREMIER
[ ] USED EQUIPMENT WARRANTY
ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults," and no warranty is offered except as specified here:

CSA:
NOTES:

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND THE WEBSITE REFERRED TO THEREIN

Ziegler Inc. Company PURCHASER
ORDER RECEIVED BY Travis McDowell REPRESENTATIVE APPROVED AND ACCEPTED ON STORY COUNTY PURCHASER

Recommended for approval by:

Darren R. Moon, P.E. 4-7-22 Date

BY [Signature] SIGNATURE Chair, Board of Supervisors TITLE

## TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

- 1. ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.
- 2. TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.
- 3. FINANCING.** . If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.
- 4. ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.
- 5. SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.
- 6. TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.
- 7. SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.
- 8. INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.
- 9. BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.
- 10. DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
- 11. WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.
- 12. WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.
- 13. TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.
- 14. DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy) as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.
- 15. INTELLECTUAL PROPERTY.** A All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.
- 16. ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.
- 17. FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.
- 18. DISPUTES.** Purchaser shall pay Seller's legal fees, court costs, and any other costs of recovery incurred in enforcing the terms of this agreement. This agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 19. UCC.** All terms used but not defined in this agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time (the "UCC") have the meanings set forth in the UCC, and such meanings will automatically change at the time any amendment to the UCC, which changes such meanings, becomes effective.
- 20. COUNTERPARTS.** This agreement may be separately signed by Seller and Purchaser in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.
- 21. ELECTRONIC SIGNATURES.** Purchaser agrees that the Electronic Signatures (whether digital or encrypted) included in this agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01-325L.19, as amended from time to time. A signed copy of this agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this agreement.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by James Kruse as an independent contractor. James Kruse assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished in an independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR James E. Kruse

MAILING ADDRESS 783 NE 5<sup>th</sup> St. #203 Ankeny IA 50012

BUSINESS PHONE NO. Cell - 515-203-7069 Desk IOSME 515-725-1827

1. DESCRIPTION OF SERVICES: Act as a County MEI for story county at times mutually agreed upon as they come up. Will not be a usual

2. DATE (S): County MEI. until further notice

3. TIME (S): until further notice

4. LOCATION: Story County.

5. PROFESSIONAL FEES: Standard Story County Fee + Mileage.

6. SPECIAL CONDITIONS: Insurance coverage is provided for services the medical examiner investigators perform on behalf of the county.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature [Signature] Date 4/7/22

Approved by [Signature] Date 4.12.22

W-9 completed 4/8

Closure No. 22-32

Date April 5, 2022

## Resolution

### BE IT RESOLVED

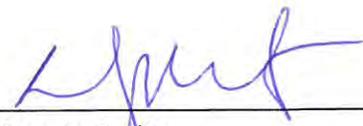
By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Erosion in section 3 & 10 Collins Twp on

280th St closed between 710th Ave and 720th Ave



Chair, Board of Supervisors

Attest:



County Auditor

ROLL CALL	Latifah Faisal	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>
	Linda Murken	Yea	<input checked="" type="checkbox"/>	Nay	<input type="checkbox"/>	Absent	<input type="checkbox"/>

ALLOWED BY VOTE  
OF THE BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON

Above tabulation made by 2

Closure No. 22-33

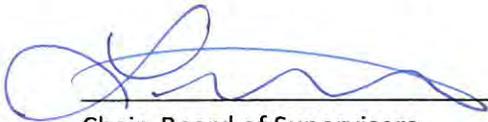
Date April 8, 2022

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 33 Palestine Twp on

340th St is closed between 520th Ave and 535th Ave

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF THE BOARD

Yea 3 Nay 0 Absent 0

  
\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by 

## STORY COUNTY UTILITY PERMIT

Date 4/5/22

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 670th Ave., from 26099 665th Ave. to 24765 670th Ave., a distance of 1 1/2 miles.

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.

1. 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:  
Directional boring under 665th Ave. in Sec. 26; under 260th St. between Sec. 26 & 23; and under 250th St. between Sec. 23 & 14, all in Nevada Twp.; AND Directional boring, trenching & excavating in ROW Occupancy on the North side of 260th St. & on the West side of 670th Ave. in Sec. 23, in Nevada Twp. installing a 4" water main a minimum of 5 feet deep. SEE
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. attached Plan Sheet.
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 (ON LEVEL B, 260th, STAY OUT NEAR THE 20' R.O.W. 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 4-5-2022

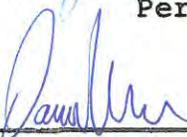
Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

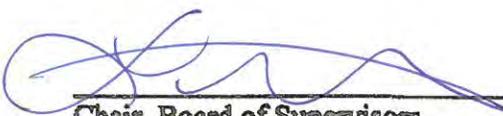
Recommended for Approval:

Date 4-5-22

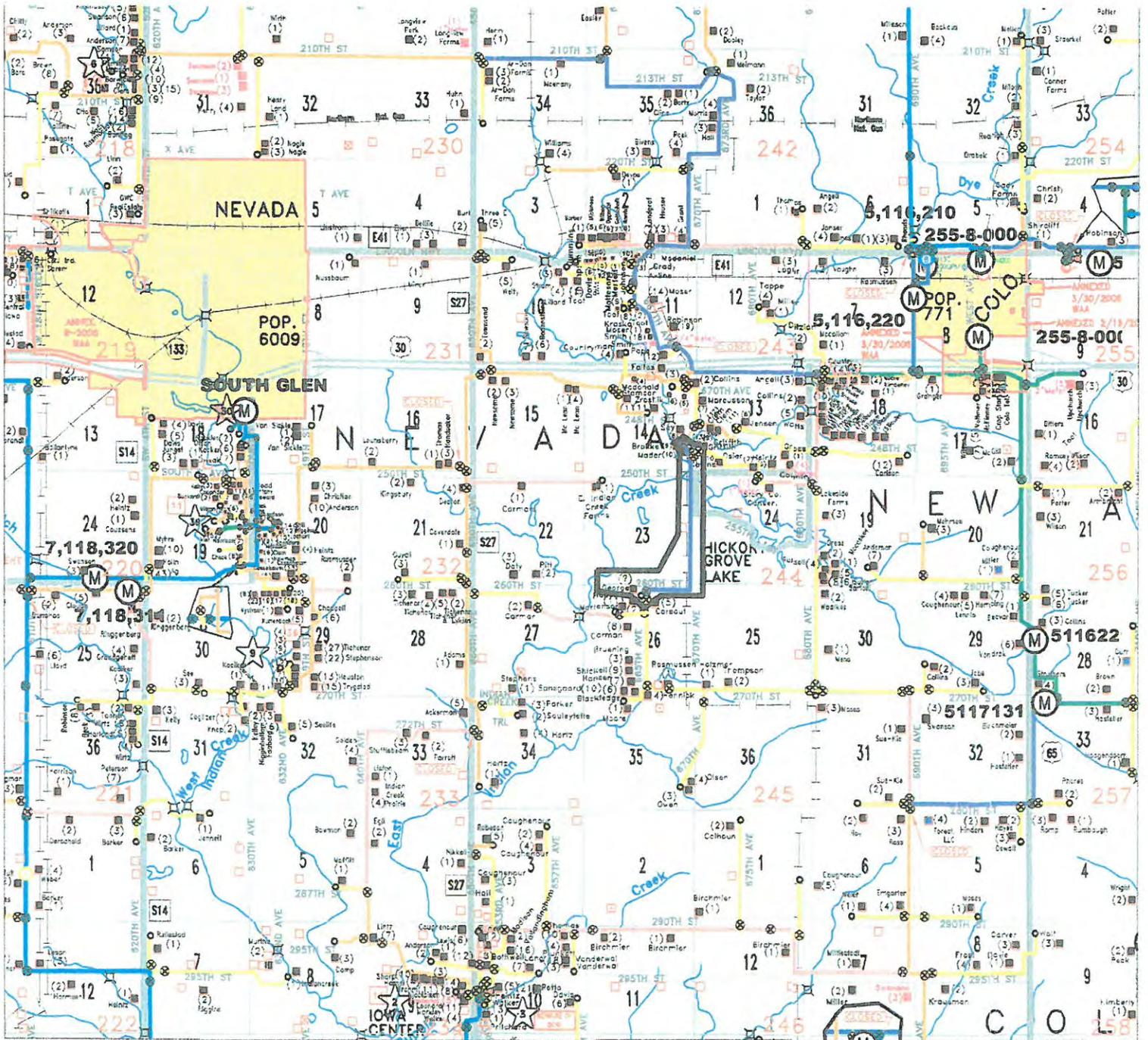
  
County Engineer Phone no. 515-382-7355

Approved:

Date 4.12.22

  
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.

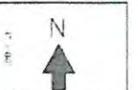


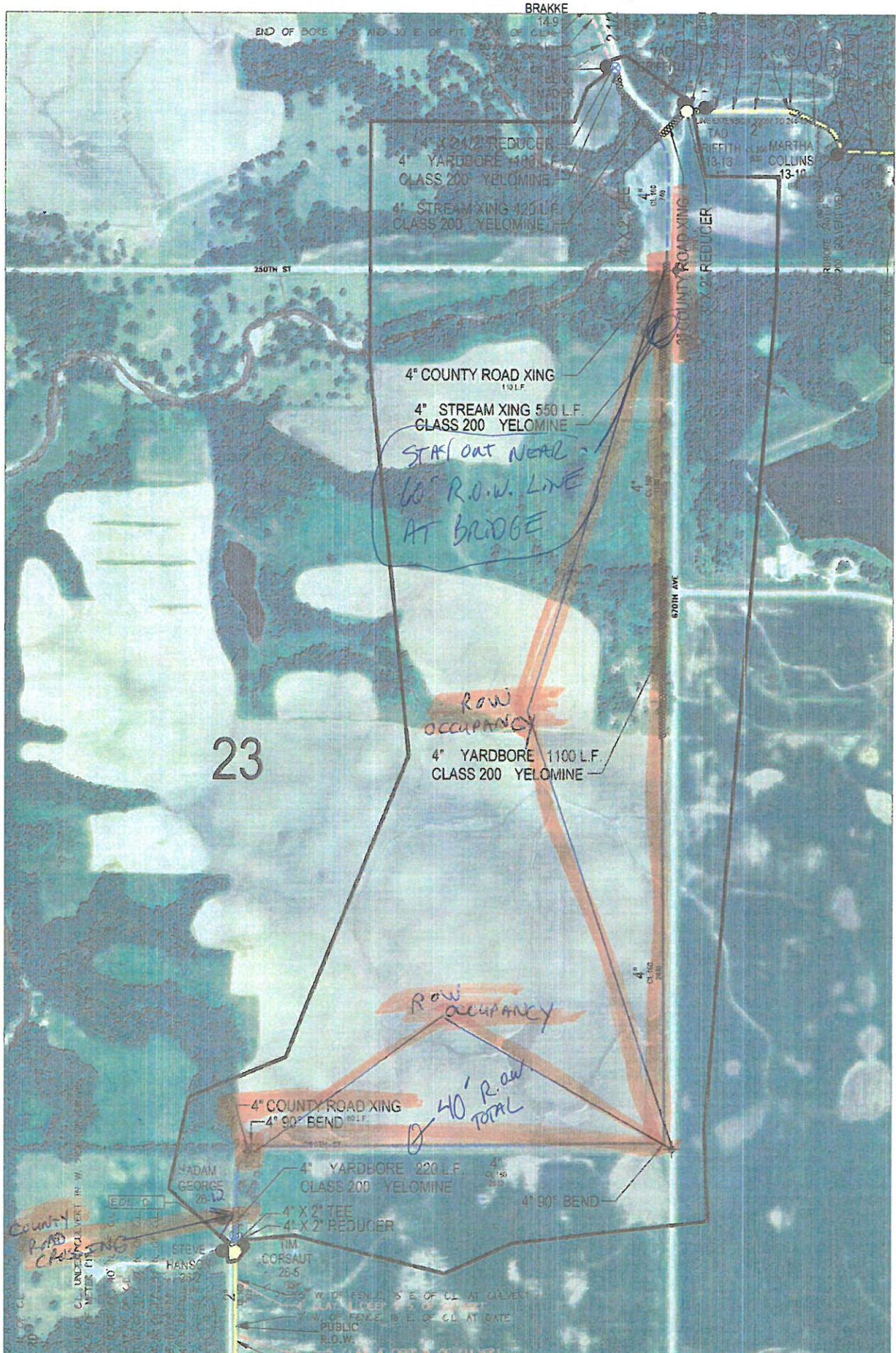
SHEET L-85 PARTIAL  
THIS MAP IS BASED ON IOWA DOT COUNTY HIGHWAY MAPS.

REVISED BY  
DRAWN BY GMK

IOWA REGIONAL UTILITIES ASSOCIATION  
1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8254  
(641) 792-7011

STORY COUNTY





SHEET 344-245 PARTIAL	TRICH ROOBY	REVISED BY	DRAWN BY GNG 3/7/2022
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CENTRAL IOWA WATER ASSOCIATION  
 3801 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245  
 (641) 792-7011

STORY COUNTY

1" = 500'

N