

OFFICE OF THE

Appanoose County Auditor

KELLY HOWARD

COURTHOUSE
201 N. 12th St, Rm 11
CENTERVILLE, IOWA 52544

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khoward@appanoosecounty.net

**Meeting Agenda
February 18, 2020**

The Appanoose County Board of Supervisors will meet Tuesday, February 18, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Items on the agenda include:

1. Pledge
2. Declaration of items to be added to the agenda
3. Approve minutes of the February 3rd & 5th, 2020 meetings
4. Approve reports: 2/7 payroll, DHS Quarterly Report & January Prisoner Room & Board
5. Approve bills
6. 9:05 A.M. Public Hearing: Maximum Property Tax Dollars (Max Levy Notice)
7. Approve Resolution #2020-03: Maximum Property Tax Dollars
8. Set Public Hearing for FY21 County Budget
9. Approve Data Grant Agreement: Fox River Water Quality Project
10. Accept Sheriff's Office Resignation: Keith Glosser
11. Approve Midwest Alarm Services Agreement
12. Appoint Zoning Administrator & Assistant Zoning Administrator
13. Reappoint Eminent Domain Commissioners
14. Jim Harrison: Access Systems
15. County Engineer Report
16. CDS Coordinator Report
17. Public Comments
18. Adjourn

Posted 2/12/2020

February 3, 2020

Appanoose County Board of Supervisors met in regular session February 3, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Chairman and Linda Demry, Boardmember. Absent: Neal Smith.

Meeting started with the Pledge.

Demry motioned to approve the agenda. Seconded by Waits. All voted aye.

Demry motioned to approve the minutes from January 20, 2020 meetings. Seconded by Waits. All voted aye.

Demry motioned to approve 1/24 payroll and December Prisoner Room & Board transfer. Seconded by Waits. All voted aye.

Access Sys	Typing-Print.-Bind.Serv.	131.38
Iowegian	Official Pub.& Legal Not.	227.42
Agriland FS	Engineering Services	4187.04
Alliant	Electric Light & Power	578.78
Sec Rds	Custodial Supplies	127.35
App Economic Development	Contrib. & Purchase Serv	25000.00
Baty Elec	E911 Other Capital Expens	1500.00
C-D Supply	Custodial Supplies	422.92
Capital Sanitary Supply	Off. Supplies & Forms	57.95
Casey's Business MC	Transportation	44.91
Centerville Body Shop	Vehicle Repair & Maintce	97.50
Cville Wtrwks	Water & Sewer	339.57
Central IA Det	Juvenile Detention & Shel	1200.00
Centurylink	E911 Telephone Expense	250.70
Chariton Valley Elec	Engineering Services	45.91
City Cville	Salary-Regular Employees	6943.47
Davis Co Sheriff	Legal Serv. Dep-Subp-Tran	219.04
J De Vries	Legal & Ct-Related Serv.	495.00
Douds Stone	Engineering Services	744.51
Farmers Mutual Tel	E911 Telephone Expense	628.50
Fogle TV	Equip. Parts & Supplies	23.98
Government Forms & Supplies	Off. Supplies & Forms	234.00
PJ Greufe	Health Insurance	1500.00
S Hansen Dodge	Motor Vehicle	27369.00
Hills San	Engineering Services	231.00
IA Pub Health Assoc	Educational & Train.Serv.	370.00
IA Workforce	Off. Supplies & Forms	49.46
ISAC	Educational & Train.Serv.	250.00
Keith Lain	Twp Clk & Trustees	20.00
Lorena Lain	Twp Clk & Trustees	20.00
Arthur Lemley	Twp Clk & Trustees	20.00
M&M Sales	Off. Supplies & Forms	60.80
Monroe Sheriff	Legal Serv. Dep-Subp-Tran	31.66
C Moore	Twp Clk & Trustees	20.00
NAPA	Engineering Services	563.49
Natel	Telephone & Telegr.Serv.	1016.95
Petty C-Sheriff	Postage & Mailing	16.85
Prof Computer	Off. Equip Repair & Maint	869.99
Quill	Off. Supplies & Forms	336.96
RACOM	Motor Vehicle	4579.45
River Hills	Medical & Health Services	337.00
Solutions	Computer Services	2975.95
Summit Co	Engineering Services	687.50

UnityPoint	Engineering Services	42.00
US Bank	Off. Supplies & Forms	397.60
US Cellular	Telephone & Telegr.Serv.	404.56
USPS	Postage & Mailing	275.00
Vanguard Appraisals	Appraisal & Consultant Se	11987.50
Wapello Sher	Legal Serv. Dep-Subp-Tran	83.20
Ziegler	Engineering Services	2021.85
Grand Total		100037.70

Demry motioned to approve bills. Seconded by Waits. All voted aye.

Demry motioned to approve Rathbun Marinas (Buck Creek) and Appanoose Country Club's liquor licenses. Seconded by Waits. All voted aye.

Carl Clark, Mystic Mayor requested the county take possession of a property in Mystic and abate taxes. County Attorney, Susan Scieszinski advised against this and recommended the City of Mystic contact the City of Centerville to see how they handle derelict housing.

Demry motioned to set the Public Hearing for the Max Levy Notice for 2/18/2020 at 9:05 A.M. Seconded by Waits. All voted aye.

Demry explained the changes to the 28E Agreement with the South Central Behavioral Health Region (additional governing board members but only Supervisors have financial approval authority) and the County Attorney reviewed and approved the new agreement. Waits motioned to approve the new 28E agreement with the South Central Behavioral Health Region. Seconded by Demry. All voted aye.

Brad Skinner, County Engineer, stated there were no major road problems following the recent snow storms. He plans to go over the priority roads list to make sure it is updated and followed. The motor grader is back from Ziegler and running well. Brown's in Ames will be submitting a bid along with Ziegler on the next grader rebuild. Getting the key fobs operational for the fuel system is all that remains. Waits asked about current rock hauling. He received a call about 102nd Ave. Skinner will look into it. Waits motioned to approve Resolution #2020-02. Seconded by Demry. All voted aye.

RESOLUTION 2020-02

WHEREAS, the Board of Supervisors, hereafter referred to as "the Board", believes in the PCC Patching Project, hereafter referred to as "the project" is in the best interest of Appanoose County, Iowa, and the residents thereof. The project is defined as Project No. FM-C004(109)—55-04, T61 & J3T, from Unionville South and East 4.5 Miles to Davis County Line; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, the Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Appanoose County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and IT IS THEREFORE RESOLVED by the Board to accept the bid from Midwest Contractors, Inc. in the amount of \$497,425.92 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of the Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Appanoose County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor's bond and certificate of insurance, Bradley J Skinner, the County Engineer for Appanoose County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute

the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Appanoose County, Iowa, this 3rd day of February, 2020

Board of Supervisors of Appanoose, Iowa

/s/: Mark Waits, Linda Demry

Attest: /s/: Kelly Howard, County Auditor

Public comments: none

Demry motioned to adjourn. Seconded by Waits. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:15 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

February 5, 2020

Appanoose County Board of Supervisors met in special session February 5, 2020 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Mark Waits, Neal Smith, and Linda Demry. Absent: none.

Jason Comisky from Ahlers & Cooney and Michael Hart from Northland Securities were available via telephone. The Board requested Ahlers & Cooney to come up with ballot language to change the use of LOSST Funds.

Smith motioned to adjourn. Seconded by Demry. All voted aye.

The Board adjourned to meet at the call of the Auditor at 9:29 A.M.

Appanoose County Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor

Iowa Department of Human Services
 REPORT OF LOCAL ADMINISTRATIVE EXPENSE

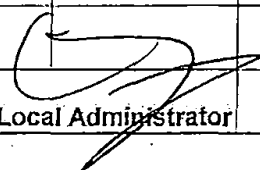
APPANOOSE COUNTY

Payments from County General Fund Quarter Ended December 2019

Claim No.	Payee	Item	Date	Warrant Num	Partic. Amount	Cost Center	St Office Use
1	2	3	4	5	6	7	8
*	Ricoh USA	Office Supplies \$32.42	10/7/2019	30838	\$31.60	10	
	The Office Center	Office Supplies DHS USE ONLY	11/18/19	31933	\$42.70	10	
	Ottumwa Printing	Office Supplies DHS USE ONLY	12/2/2019	31868	\$272.00	10	
	HP Inc.	Office Supplies DHS USE ONLY	12/2/2019	31844	\$460.00	10	
%	Jessica Hinojosa	Bldg. Maint/Janitor \$1,125.00	12/16/19	32077	\$281.25	10	
	Quill Corp.	Office Supplies DHS USE ONLY	12/16/19	32126	\$124.90	10	
						10	
				TOTAL	\$1,212.45	10	
% DHS Pays 25% of Total Bill						10	
* Indicates a partial payment of a shared bill 0.0256%						10	
						10	
						10	
						10	
						10	
						10	
						10	
INDIRECT COSTS PER THE 2019-2020 COST ALLOCATION PLAN					\$17,617.00	10	
						10	
GRAND TOTAL					\$18,829.45	10	

To: State Department of Human Services, Des Moines, Iowa

I hereby certify that expenditure for local administrative expenses in the amounts shown above were made and entered on the records of the fund specified.


 Local Administrator



DISTRICT COURT OF APPANOOSE COUNTY

REPORT OF FEES COLLECTED

PRISONER ROOM AND BOARD

To the Board of Supervisors of Appanoose County:

I, Jeannie House, Clerk/Clerk's Designee of the District Court of the above named County and State, do hereby certify that the following is a true and correct statement of the fees collected by the Clerk of Court for the month of January, 20 20, and The same has been paid to the County as per receipt attached.

COUNTY SHARE OF PRISONER ROOM & BOARD

1000-1000-4440-05-302	Total Prisoner Room & Board Reimbursement	
	100% General Basic	\$ <u>841.17</u>
29000-01000-4440-05-301	60% Transfer to Sheriff	\$ <u>504.90</u>

Transfer authorized by Appanoose County Board of Supervisors this _____ day of

_____, 20_____.

Signed: _____

Chairperson

Resolution 2020-03

Approval of FY21 Maximum Property Tax Dollars

WHEREAS, the Appanoose County Board of Supervisors have considered the proposed FY21 county maximum property tax dollars for both General County Services and Rural County Services, and

WHEREAS, a notice concerning the proposed county maximum property tax dollars was published as required and posted on county website and/or social media accounts if applicable,

WHEREAS, a public hearing concerning the proposed county maximum property tax dollars was held on February 18, 2020.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Appanoose County that the maximum property tax dollars for General County Services and Rural County Services for FY21 shall not exceed the following:

General County Services - \$3,387,400

Rural County Services - \$998,181

The Maximum Property Tax dollars requested in either General County Services or Rural County Services for FY21 does represent an increase of 102% from the Maximum Property Tax dollars requested for FY20.

By Roll Call Vote:

Ayes: _____

Nays: _____

Passed and adopted the 18th day of February 2020.

Mark Waits, Chairman
Appanoose County Board of Supervisors

Attest: Kelly Howard, Appanoose County Auditor

**Data Grant Agreement
Concerning
the Granted Use of Geographic Information System Data**

This Data Grant Agreement is entered into this 6 day of Feb., 2020 by and between Appanoose County AND

Fox River Water Quality Project
(Print or Type Grantee Name)

(Hereinafter referred to as Grantee)

402 Karr Ave. Ste. A., Bloomfield, IA 52537
(Print or Type Grantee Address)

Felicia Campbell
(Print or Type Grantee Contact Person)

641-664-2600 ext. 3
(Print or Type Grantee Telephone Number)

Project Name and Description: The Fox River Water Quality Project is a watershed project that has been ongoing since 1998 in Appanoose, Davis, and Van Buren Counties. The project works through the local Soil and Water Conservation Districts to provide financial and technical assistance to landowners within the watershed to install water and sediment control structures such as ponds, terraces, and basins to improve the water quality of the Fox River. The purpose of this request is to update the mailing list of landowners within the watershed so that we may provide them with information about the project.

The PURPOSE OF THIS DATA GRANT AGREEMENT is to specify the terms and conditions under which Appanoose County grants the use of Appanoose County Geographic Information System (GIS) data and/or digital data products to the above mentioned Grantee for the project described.

NOTE: Appanoose County GIS cadastral map data does not replace or modify land surveys, deeds, and/or other legal instruments defining, land ownership and use.

Appanoose County has developed a digital graphic and tabular database (Geographic Information System, hereinafter GIS), depicting land and cadastral data based on NAD_1983 State Plane Iowa South FIPS 1402 Feet Coordinate System.

Appanoose County agrees to grant the use of the GIS data listed on page 4 of this agreement, which have been reviewed and are suitable for this project which benefits the citizens of Appanoose County. This GIS data will be free of charge, though there may be charges based on the direct cost of materials and services to provide the data.

Grantee agrees that the GIS Data provided under this Agreement are intended for the sole use of the Grantee in support of the specific project referenced above. GIS Data is granted for the life of the project and may be enhanced, analyzed, manipulated or output by the duly authorized agents of the requesting agency or organization but only for the purposes of the specified project.

Grantee also agrees a copy of all digital data (with appropriate documentation), publications, maps, or other geographic or summary information produced by this project shall be provided to the GIS Technician.

Grantee hereby acknowledges the limitations of the Appanoose County GIS data and information contained therein and restrictions on the use of the GIS data.

Limitations of the data and information provided

1. Appanoose County is not responsible for any hardware or software needed to access and use the data and information therein.
2. The Appanoose County GIS data distributed by Appanoose County contains information from publicly available sources. Appanoose County has developed the data for internal use. All data is provided as is, with all faults, and without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
3. The Grantee understands and acknowledges that the data and information contained therein are subject to constant change and that its accuracy cannot be guaranteed. Appanoose County makes no warranties or a guarantee, either expressed or implied, as to the accuracy, completeness, or correctness of such data, nor accepts any liability arising from any incorrect, incomplete or misleading information contained therein.
4. Appanoose County shall not be subject to liability for human errors, defect or failure of machines, or any material used in connection with the machines, including but not limited to disks and energy.
5. Appanoose County shall not be subject to liability for any lost profits or consequential damages, or claims against the Grantee by Third parties. The liability of Appanoose County for damages, regardless of the form of the action, shall not exceed the fee paid for the GIS data.
6. The entire risk as to the quality, performance and usefulness of the data rests with the Grantee.
7. The Grantee releases Appanoose County and its officers, agents, consultants, contractors and employees from any and all claims, actions or causes of action for damages including, but not limited to, any costs of recovering, reprogramming or reproduction of programs or data stored in or used with the Appanoose County GIS data, damage to property, damages for personal injury or for any lost profits, lost savings or other special incidental or consequential damages arising, from the use of or inability to use the Appanoose County GIS data.
8. The Grantee shall indemnify and hold harmless Appanoose County and its officers, agents, consultants, contractors and employees from any and all liability claims or damages to any person or property arising, from or connected with the use of Appanoose County GIS data.

Restrictions on use of the data and information provided

1. The Grantee understands that this is a one-time only delivery and that Appanoose County has no responsibility for updating this product or information therein.
2. This Data Grant Agreement does not constitute a transfer of any title or interest in the Appanoose County GIS data.
3. The Grantee agrees to recognize and honor in perpetuity the copyrights, and other proprietary claims for databases, tax maps, and other collateral information, and products established or produced by Appanoose County, or the vendors furnishing said items to Appanoose County.
4. The Grantee may copy the Appanoose County GIS data granted via this agreement only for backup purposes.
5. Derived products such as graphic displays and printed tabular listings derived from Appanoose County GIS data may be used in publications and presentations, provided that credit is given to Appanoose County as the custodian of the data and credit is also given to the original source of the data if other than Appanoose County. Appanoose County also requires that in the use of this data the Grantee employ, attach or release a statement which includes the following text:
6. The Grantee shall use the GIS data exclusively for internal use and not for the use by any other person or entity, including, but not limited to, any entity which is affiliated with the Grantee.
7. In order to maintain data quality and consistency and to ensure notification to all parties regarding data updates, the Grantee agrees that the GIS data or portion thereof will not be licensed, assigned, released, published, transferred, sold or otherwise made available to a third party without the expressed written permission of Appanoose County. The Grantee should instead refer other governmental units, agencies, organizations, companies or individuals to Appanoose County for direct distribution of Appanoose County GIS data.
8. Upon the occurrence of the breach of or non-compliance with any term or provision of this Agreement, Appanoose County may provide written notice of the occurrence to the Grantee, and terminate this Agreement. This Agreement shall terminate immediately following such notice by Appanoose County. The Grantee shall, within 30 days after termination of this Agreement, return all GIS Products that were exchanged through this Agreement and are in the possession of the Grantee to Appanoose County.
9. This Grant Agreement constitutes the entire agreement between the parties hereto. This Agreement may not be changed, modified, or amended, in whole or in part, except in writing, and signed by the parties.
10. This Agreement and performance hereunder shall be governed and construed by the Laws of the State of Iowa.

Appanoose County makes no claims as to the reliability of the data or the validity of any future use of this data. Appanoose County maintains an ongoing program to record and correct errors in this data that are brought to its attention.

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby.

The GIS Products being provided via this agreement are: We are requesting an excel spreadsheet with the names and mailing address of landowners in the watershed in Appanoose County. We will provide a GIS data layer of the watershed boundary.

Grantee shall pay Appanoose County a one-time fee of \$_____ for the direct cost of materials and services as itemized on the Appanoose County GIS Data Cost Analysis sheet.

The undersigned acknowledges the terms and conditions of the Data Grant Agreement specified above and warrants to Appanoose County that he/she has full power and authority to enter into, and where applicable, to act as the agent of the Cooperator and be bound to perform its obligations under this Agreement;

Authorizing Signature: Felicia Campbell **Date** 2/6/2020

Print Name: Felicia Campbell

Title: Environmental Specialist, Fox River Watershed Project Coordinator

Company or Affiliation: Iowa Department of Agriculture and Land Stewardship

Appanoose County acknowledges this Data Exchange Agreement as specified above:

_____ **Date** _____
(Chair, Appanoose County Board of Supervisors)

To submit this form please print, complete, and mail to:

GIS Technician
1200 Hwy 2 West
Centerville, Iowa 52544



Office of
APPANOOSE COUNTY SHERIFF



Gary D. Anderson, Sheriff
1125 West Van Buren St.
P.O. Box 474
Centerville, Iowa 52544
Phone: 641-437-7100 Fax: 641-437-7107

January 31, 2020

Mr. Gary Anderson
Sheriff
Appanoose County Sheriff's Office

Dear Mr. Anderson,

Please accept this letter as notice that I will be resigning from my position as Chief Deputy with the Appanoose County Sheriff's Office. February 21st, 2020 will be my last day. I have accepted a full time position as a truck driver with Hy-Vee Distribution Center out of Chariton, IA.

Thank you for all the opportunities you have provided me with over the course of the past 15 years. It has been a pleasure and an honor to work with you and my fellow Deputies throughout the years. I will miss my Law Enforcement Family but I believe this move is in the best interest for me and my family. I wish you the best in the future and will continue to support the efforts of the Appanoose County Sheriff's Office.

I would like to help with the transition of my duties so the Sheriff's Office will continue to function smoothly after my departure. I am willing to help train or assist with anyone selected to carry out my duties.


Gary, Thanks again for the opportunity to work with you. You are more than just a boss you are like a Father figure to me and you will always have my respect.

Sincerely,

Keith Glosser

RECEIVED
2020 JAN 31 AM 10:11
CENTERVILLE, IOWA

Midwest Alarm Services Basic Agreement

	Des Moines 720 E 2nd St, Des Moines, IA 50309 Ph (515)288.4000	
	CUSTOMER Billing Name: Appanoose County Courthouse	Contact Name: Kelly Howard
	CUSTOMER Billing Address: 201 N 12th St CUSTOMER Billing City, State, Zip: Centerville IA 52544	Phone Number: 641-856-6191 Email Address: khoward@appanoosecounty.net

EQUIPMENT AND/OR SERVICES PROVIDED

This Agreement relates to the following Equipment to be MIDWEST Owned or CUSTOMER Owned:

This Agreement relates to the following Services to be provided (P) or not provided (NP):

Burglary	Not Provided	Monitoring	P	Total Connect	NP
Fire	CUSTOMER Owned	Area of Refuge	NP	Supervisory	NP
Access	Not Provided	Activity Reports	NP	Carbon Monoxide	NP
Elevator	Not Provided	CCTV Service Agreement	NP	Fire Alarm Inspection	Annual
CCTV	Not Provided	Access Control Service Agreement	NP	Extinguisher Inspection	Annual
Radio	Not Provided	Burglar Alarm Service Agreement	NP	Sensitivity Inspection	NP
Area of Refuge	Not Provided	Fire Alarm Service Agreement	NP	Range Hood Inspection	NP
Videofied	Not Provided	Nurse Call Service Agreement	NP	Automatic Sprinkler Inspection	NP
Medical	Not Provided	Alarm Response Officer	NP	Drop Door/Fire Curtain Inspection	NP
Other	Not Provided	Central Station Online	NP	Other	NP

SPECIAL INSTRUCTIONS:

- Central Station Monitoring of the fire alarm system - \$408
- Annual inspection of the fire alarm system per NFPA 72 standards - \$375
- Annual inspection or portable fire extinguishers = \$48

Inspection of the fire alarm system would not be billed until 2021 when services are provided.

This Agreement made this _____ day of _____, 20____ between **MIDWEST ALARM SERVICES INC.**, referred to as "MIDWEST", and Appanoose County Courthouse

_____ referred to as "CUSTOMER," provides as follows:

1. MIDWEST agrees to furnish and install the above defined Equipment and/or Services at the premises of CUSTOMER at 201 N 12th St, Centerville, IA, 52544.
Equipment and/or Services are also referred to herein individually or collectively as "System."
2. For the consideration mentioned, CUSTOMER shall pay \$ n/a, payable n/a upon acceptance of this Agreement, and the balance payable upon completion of the installation/purchase of the System. MIDWEST reserves the right to progressively bill based on a percentage of completion method computation for any installations that take longer than ninety (90) days. In addition, CUSTOMER shall also be subject to the terms in paragraph 6, if applicable.
3. CUSTOMER agrees to pay \$ 831 Annually for the provided Services, payable in advance during the term of this Agreement.
4. Except as otherwise herein provided, the term of this Agreement shall be 60 Months from the date Service is operative under this Agreement ("initial term"). After the initial term, this Agreement shall automatically renew for successive one-month terms, unless terminated by either party with thirty (30) days written notice. MIDWEST may terminate this Agreement for any reason upon ten (10) days' notice to CUSTOMER.

5. The CUSTOMER hereby agrees that MIDWEST shall have the right to modify the charges at any time or times after the expiration of twelve (12) months from the date of Agreement. If the CUSTOMER is unwilling to pay any such modified charges and notifies MIDWEST in writing within thirty (30) days after the effective date of such modified charges, MIDWEST may, at its sole option, terminate this Agreement as if the term had expired or, in the alternative, will continue the prior charges and will allow this Agreement to remain in full force and effect without further notice. Failure to notify MIDWEST in writing within thirty (30) days after the effective date of the modified charges will constitute CUSTOMER's acceptance of such modified charges.
6. CUSTOMER shall be responsible for and pay to MIDWEST any sales, excise, use, value added or other taxes which may be imposed upon MIDWEST or the CUSTOMER because of the existence of this Agreement and/or the carrying out of any of the provisions hereof. In addition, CUSTOMER shall pay any village or municipal permit or license fees, as well as any false alarm assessments, imposed by any governmental body.
7. When this Agreement refers to Inspection/Testing, listed Equipment will be inspected/tested/cleaned during normal business hours only (8am – 5pm Monday - Friday) unless specifically stated otherwise under Services provided area.
8. When this Agreement includes a Service package for normal wear and tear, (including all parts, with associated labor, except batteries), Services will be performed without charge. An additional charge shall be made for any Services necessitated by causes other than normal wear and tear in accordance with the standard charges of MIDWEST.
9. CUSTOMER authorizes MIDWEST to perform installation during regular work hours with CUSTOMER furnishing any necessary electric power at CUSTOMER'S cost. The charges referenced in paragraph 2 above are based on MIDWEST performing installation with its own personnel or contractors of its choosing. If, for any reason, installation must be performed by other contractors, charges shall be revised accordingly. If any inspection bureau, any other agency having jurisdiction, or the CUSTOMER shall require or make necessary any changes in the System installation, such changes must be requested in writing by CUSTOMER and shall be paid for by CUSTOMER. MIDWEST is authorized to make any preparation appropriate for installation of the System, including but not limited to, drilling holes or making attachments.
10. When this Agreement includes the use of a "digital communicator" for transmitting signals to a monitoring center, the CUSTOMER understands that a digital communicator uses standard telephone lines for sending signals, and further that the monitoring center will not receive signals when the transmission mode is cut, interfered with, or becomes otherwise damaged or non-operational. All charges made by any company for installation, line charges, telephone calls and service charges for telephone lines and/or accessories to transmit signals between CUSTOMER'S premises and any monitoring facility shall be paid by CUSTOMER. MIDWEST shall not be obligated to perform monitoring Services hereunder during any time when telephone lines or telephone equipment are not properly operating. Voice over Internet Protocol (VoIP) technology will affect the connection via the telephone line at CUSTOMER's premises to the monitoring center. If CUSTOMER chooses VoIP technology, CUSTOMER must notify MIDWEST of this choice to assure connectivity to the monitoring center. This may require an upgrade of the System that is not covered under any MIDWEST Service Agreement. MIDWEST recommends an alternate method of communication such as radio backup be added to the System.
11. If CUSTOMER fails to pay any amount under this Agreement by the date which such amount is due, then MIDWEST shall be entitled to retain all prepayments received and CUSTOMER shall immediately pay to MIDWEST (a) all payments then due and payable, (b) all charges of labor, material and equipment incurred by MIDWEST due to such failure to pay based on a time and material basis at MIDWEST'S then prevailing charges, and (c) ninety percent (90%) of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. MIDWEST shall have no further obligation to perform under this Agreement if CUSTOMER fails to pay any amount under this Agreement by the date which such amount is due, it being understood and agreed that: 1) the parties intended to agree in advance to the settlement of damages that might arise from the breach; 2) the amount of liquidated damages is reasonable at the time of contracting, bearing some relation to the damages which might sustained; and 3) actual damages would be uncertain in amount and difficult to prove. In addition, if any suit or alternative dispute resolution proceeding is instituted and MIDWEST is the substantially prevailing party by judgment, award, finding or settlement, CUSTOMER shall pay directly or reimburse MIDWEST for all of MIDWEST's costs and expenses including, without limitation, consultants' and professionals' fees and costs including, without limitation, reasonable attorneys' fees and costs. Upon nonpayment of any sums due MIDWEST under this Agreement, MIDWEST reserves the right to remove or abandon all or any part of the System, wiring and apparatus from CUSTOMER'S premises upon written notice to CUSTOMER. In the event MIDWEST exercises its right of removal under this paragraph, it shall not be liable for any damages resulting from the removal. In all Systems, MIDWEST retains ownership of the communications chip and accordingly may remove said chip when Service is terminated. For

panels not containing chips, MIDWEST reserves the right to reprogram the panel not to call MIDWEST'S monitoring center if Service is terminated.

12. MIDWEST hereby warrants to CUSTOMER that the System is installed in a good and workmanlike manner. In the event that any part of the System, except for batteries, shall become defective within one (1) year from the date of the original installation, or for a term equal to that provided by the original Equipment manufacturer, whichever is less, MIDWEST shall replace or repair the defective part without charge. This warranty is not assignable. Neither MIDWEST nor its directors, officers, shareholders, partners or employees (collectively "representatives") make any express warranties as to any matter whatsoever including, without limitation, the condition of the Equipment, its merchantability, or its fitness for any particular purpose; all other warranties are specifically excluded. This warranty does not cover any damage to the System and/or Equipment caused by accident, vandalism, fire, water, lightning, act of God, repair service, modification or improper installation by anyone other than MIDWEST, or any other cause other than normal wear and tear. MIDWEST shall not be liable for any general, direct, special, exemplary, punitive, statutory, multiple, incidental or consequential damages. CUSTOMER acknowledges: that any affirmation of fact or promise made by MIDWEST shall not be deemed to create an express warranty; that MIDWEST does not make any representation or warranty, including any implied warranty of merchantability or fitness that the System may not be comprised, circumvented, or that the System will in all cases provide the signaling, monitoring and response for which it was intended; that there are no express warranties which extend beyond those contained in this Agreement, and that all implied warranties, if any, coincide with the duration of this warranty.
13. CUSTOMER understands and agrees as follows: (i) MIDWEST, its representatives, successors, assigns, suppliers and/or the manufacturers of the products used by MIDWEST (collectively "MIDWEST/SUPPLIERS") are not insurers; (ii) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that insurance covering all loss, damage and expense arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement, shall be obtained and continuously maintained by the CUSTOMER; (iii) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that recovery for all such loss, damage and expense shall be limited to any such insurance coverage only; (iv) it is the specific intent of CUSTOMER and MIDWEST/SUPPLIERS that MIDWEST/SUPPLIERS are released from any and all liability for all such loss, damage and expense; **(v) MIDWEST/SUPPLIERS, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE;** (vi) MIDWEST/SUPPLIERS are released from all loss, damage or expense which may occur prior to, contemporaneously with, or subsequent to the execution of this Agreement due to the improper operation or non-operation of the System (including, without limitation, the communications Equipment or Service necessary to transmit to or receive any data at the monitoring center) or the response time of third party emergency personnel; and (vii) should there arise any liability on the part of MIDWEST/SUPPLIERS for economic losses, personal injury, including death, or property damage (real or personal) which is in connection with, arises out of or from, results from, is related to or is a consequence of the active or passive sole, joint or several negligence of any kind or degree of MIDWEST/SUPPLIERS, including, without limitation, acts, errors or omissions which occur prior to, contemporaneously with or subsequent to the execution of this Agreement, or breach of this Agreement, or any claim brought in product or strict liability, subrogation, contribution or indemnification, whether in contract, tort or equity, including, without limitation, any general, direct, special, incidental, exemplary, punitive, statutory or consequential damages, irrespective of cause, such liability shall be limited to the maximum sum of three hundred fifty dollars (\$350.00) collectively for MIDWEST/SUPPLIERS, and this liability shall be exclusive.
14. CUSTOMER agrees to indemnify, defend and hold harmless MIDWEST/SUPPLIERS, from any loss, cost or expense, including attorneys' fees and court costs, on account of any claim for economic losses, personal injury, including death, or property damage (real or personal) by any person not a party to this Agreement arising out of or in connection with the operation or nonoperation of the System whether these claims be based upon alleged intentional conduct, negligence, or product liability on the part of MIDWEST/SUPPLIERS. The obligation to indemnify under this Agreement shall survive the termination of this Agreement.
15. CUSTOMER hereby releases MIDWEST/SUPPLIERS for all losses, damages and expenses (i) covered by CUSTOMER'S insurance policies, (ii) policy deductibles, co-pay percentage, or retained limits, (iii) in excess of amounts paid by CUSTOMER'S insurance, and (iv) due to under-insurance. As an inducement to MIDWEST to enter into this Agreement, CUSTOMER represents, warrants and covenants that CUSTOMER'S insurance companies shall not have (a) any rights created by a loan agreement, loan receipt, or other like document or procedure, or (b) any right to subrogation against MIDWEST/SUPPLIERS.
16. This Agreement is made under and will be construed and enforced in accordance with the laws of the State of Iowa without giving effect to any other state's choice of law rules. Each party hereby irrevocably agrees that any suit, action or other

legal proceeding ("Suit") arising out of or from, in connection with or as a result of this Agreement shall be brought exclusively in the State Courts or the Courts of the United States located in Davenport, Iowa. Each party hereby waives any right to trial by jury in any Suit brought by either party. All claims, actions, or proceedings, legal or equitable, against MIDWEST/SUPPLIERS must be commenced within one (1) year after the cause of action has accrued, without judicial extension of time, or said claim, action, or proceeding is barred. In any suit, arbitration, or action commenced by MIDWEST against CUSTOMER, CUSTOMER shall not be permitted to interpose any counterclaim. CUSTOMER waives the right to bring any class action against MIDWEST/SUPPLIERS.

17. MIDWEST's invoices are payable by the CUSTOMER to MIDWEST upon presentation to the CUSTOMER, without deduction or offset of any kind or nature whatsoever. CUSTOMER agrees to pay MIDWEST interest at one and one-half percent per month, or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty (30) days of invoice date.
18. This instrument contains the entire Agreement between CUSTOMER and MIDWEST with respect to the transactions described herein and supersedes all previous and contemporaneous negotiations, commitments, contracts, express or implied, warranties, express or implied, statements and representations, whether written or oral, pertaining thereto, all of which shall be deemed merged into this Agreement.
19. This Agreement is not assignable by CUSTOMER except upon the written consent of MIDWEST, which shall be in MIDWEST'S sole and absolute discretion. This Agreement or any portion thereof is assignable by MIDWEST in its sole and absolute discretion.
20. Should any provision hereof (or portion thereof), or its application to any circumstances, be held illegal, invalid or unenforceable to any extent, the validity and enforceability of the remainder of the provision and this instrument, or of such provisions as applied to any other circumstances, shall not be affected thereby, and shall continue in full force and effect as valid, binding and subsisting. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.
21. Additional charges shall apply if an alarm response officer discovers an authorized individual present who did not call to cancel the alarm properly.
22. Any electronic manipulation of this Agreement without written consent of MIDWEST voids this Agreement.
23. Calls with MIDWEST representatives may be recorded for quality assurance.

CUSTOMER ACCEPTANCE

In signing this Agreement, CUSTOMER agrees to the terms and conditions contained herein and specifically acknowledges and accepts the disclaimer/limitation of liability and indemnity paragraphs hereof and the other terms and conditions which are an integral part of this Agreement.

READ ALL PAGES OF THIS AGREEMENT BEFORE SIGNING

Signed: _____
SIGNATURE
TITLE
DATE

By _____, MIDWEST Agent

Approved _____, Authorized Representative of MIDWEST

System installed and operative this _____ day of _____, 20_____.

EMINENT DOMAIN COMMISSIONERS

REALTOR

Bette Howell	1820 S. 16 th St, Centerville, IA 52544
Greg Fenton	20611 520 th St, Centerville, IA 52544
Carl Cisler	840 Mikels Dr, Centerville, IA 52544
John Bates	107 1 st St, PO Box 128, Mystic, IA 52574
Rod Bogle	116 S 16 th , Centerville, IA 52544
Jerry Power	13594 Hwy 5, Moravia, IA 52571
Wayne Weber	1109 E Cross St, Centerville, IA 52544

OWNERS OF CITY OR TOWN PROPERTY

Linda Rouse	1104 W Ontario, Centerville, IA 52544
Margaret Wells	726 1 st St, Plano, IA 52581
John Broshar	411 N 15 th St, Centerville, IA 52544
Jim Baty	508 W North St, PO BOX 363, Moravia, IA 52571
Carl Clark	515 N 2 nd St, Mystic, IA 52574
Jason Ogden	305 W 2 nd St, Moulton, IA 52572
Marilyn Koehler	502 Wall St, Udell, IA 52593

FARMERS

Darrel Koehler	28569 485 th St, Udell, IA 52593
Larry Drake	24366 570 th St, Centerville, IA 52544
Keith Lain	14839 150 th Ave, Mystic, IA 52574
Loren Eddy	23705 497 th St, Centerville, IA 52544
Dennis Miller	11754 490 th St, Plano, IA 52581
Matt Phillips	18665 215 th Ave, Centerville, IA 52544
Mark McGill	26456 495 th St, Udell, IA 52593

BANKERS

Chris Devolt	18849 520 th St, Centerville, IA 52544
Greg Gorden	536 N 17 th St, Centerville, IA 52544
Cindy Latimer	22407 203 rd Ave, Centerville, IA 52544
Renate Dininger	19370 205 th Ave, Centerville, IA 52544
Bill Benz	805 S 5 th St, Centerville, IA 52544
Larry Piatt	20671 520 th St, Centerville, IA 52544
Jeff Boomgarden	20 OW Maple, Centerville, IA 52544