

OFFICE OF THE
Appanoose County Auditor
KELLY HOWARD
COURTHOUSE
201 N. 12th St., Rm 11
CENTERVILLE, IOWA 52544

Phone (641) 856-6191
Fax (641) 856-8023
khoward@appanoosecounty.net

Meeting Agenda
October 17, 2022

The Appanoose County Board of Supervisors will meet Monday, October 17, 2022 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/Approve Agenda
3. Approve minutes of the October 3, 2022 meeting
4. Approve reports (10/14 payroll, Auditor, Recorder, Sheriff & Veteran Affairs Quarterly Reports)
5. Gary Messersmith: Road Concerns (550th) Possible action
6. Richard Keilig POW Flag Request
7. Set Public Hearing Final Plat Hefner Subdivision
8. Approve Resolution #2022-24: Election Board Compensation Pay
9. Accept Secondary Roads Termination
10. Discuss/Approve Courthouse Access Control System
11. John Hansen: Appanoose County Law Center (project progress update, review and approve change orders, review and approve pay request, discussions, and any necessary action)
12. County Engineer Report
13. 9:15 A.M. Public Hearing FY2023 County Budget Amendment
14. Approve Resolution #2022-25: FY23 Budget Amendment
15. Approve Resolution #2022-26: FY23 Budget Amendment Appropriations
16. Approve bills
17. Public Comments
18. Adjourn

Posted 10/13/2022

October 3, 2022

Appanoose County Board of Supervisors met in regular session October 3, 2022 at 9:00 A.M. in the Boardroom of the Courthouse. Present: Linda Demry, Chairperson, Mark McGill, and Jeff Kulmatycki Boardmembers. Absent: none.

The meeting started with the pledge.

Add Bellair & Franklin Township financials to agenda. McGill motioned to approve the amended agenda. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the minutes from the September 19, 2022 meeting. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve 9/30 payroll, Bellair, Franklin, Sharon, Udell & Washington Township Financials and August Prisoner Room & Board. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the bills. Seconded by Kulmatycki. All voted aye.

Alliant	Rent & Utility Payments	1287.73
App Co Tourism	Contrib. & Purchase Serv	101844.16
Bailey Off	Off. Supplies & Forms	21.06
Bob Barker	Jail Equip. & Furniture	138.08
Bratz Oil	Mileage & Transp. Expense	85.45
Cantera Aggregates	Engineering Services	52531.66
Centec	Care of Soldiers Graves	96.77
Cville Wtrwks	Water & Sewer	835.80
C'ville Produce & Feed	Engineering Services	680.64
Century Laundry Dist	Jail Equip. & Furniture	1090.96
Certified Power	Engineering Services	614.71
Charm-Tex, Inc	Jail Equip. & Furniture	129.83
City Cville	Salary-Regular Employees	4513.78
City of Ottumwa/SIRG	Construction & Maint.	8783.74
City of Plano	Maintenance Contract	247.39
City of Unionville	Maintenance Contract	183.05
Ted Clark Plumbing	Jail Equip. & Furniture	130.00
Cost Advisory Serv	Acct.-Audit.-Cler.Serv.	4125.00
Dave's Tire Shop	Engineering Services	89.00
Diamond Mowers	Engineering Services	2306.91
S Dittmer	Legal Serv. Dep-Subp-Tran	194.40
Eastern IA Tire	Transportation	106.03
Election Source	Election Supplies	629.71
Brian Felton	Rent Payments	450.00
Finish Line	Fuels	80.60
First Bkcd	Educational & Train.Serv.	396.06
Fogle TV	Equip. Parts & Supplies	118.77
Galls	Uniforms	82.70
GeoComm	E911 Mapping Expense	13717.00
GlaxoSmithKline	Prescriptions & Medicine	583.14
GreatAmerica	Off. Supplies & Forms	216.79
Hills San	Engineering Services	231.00
Holiday Inn	Educational & Train.Serv.	386.40
IA Dept of Transp	Law Enf. Equip & Weapons	61.74
IA Indiv Health Benefit	Health Insurance	106.00
Ink Made Productions	Off. Supplies & Forms	239.00
Interstate Batt	Engineering Services	276.90
J & J Ready Mix	Engineering Services	4090.00
Jim Hawk Truck	Engineering Services	196.50
K & D Construction	Engineering Services	3350.00

Mike Lamb	Mileage & Transp. Expense	79.99
R Lamb	Mileage & Transp. Expense	612.78
Lange FH	Mileage & Transp. Expense	490.00
Mail Serv	Vehicle Renewal Notices	462.00
Mainstay Sys	Law Enf. Equip & Weapons	315.00
MARC	Engineering Services	2860.25
Mercy One	Medical & Health Services	8396.52
Metal Culverts	Bridge & Culvert Maint.	49860.60
MHC Kenworth	Engineering Services	241.81
Midwest Wheel	Engineering Services	906.62
MMIT	Off. Supplies & Forms	103.43
Natel	Telephone & Telegr.Serv.	894.45
O'Halloran Int'l	Engineering Services	630.75
Official Pest Control	Off. Equip Repair & Maint	80.00
Owl Pharm	Prescriptions & Medicine	89.03
Petty C-Sheriff	Educational & Train.Serv.	48.12
Pitney Bowes	Postage & Mailing	143.55
Power Ins	Law Enf. Auto Ins.	179.00
Quill	Off. Supplies & Forms	349.93
RRWA	Engineering Services	27.00
G Roefer	Medical & Health Services	200.00
Seymour Tire	Engineering Services	2046.40
B Skinner	Educational & Train.Serv.	24.27
Solutions	Off. Supplies & Forms	139.90
So IA Surgical Assoc	Medical & Health Services	3000.00
Star Equipment	Engineering Services	1537.54
Truck Equipment	Engineering Services	335.43
US Bank	Educational & Train.Serv.	460.28
US Cellular	Telephone & Telegr.Serv.	435.34
Verizon	Contrib. & Purchase Serv	220.04
Vetter Equipment	Engineering Services	927.75
Windstream	E911 Telephone Expense	101.41
Grand Total		281447.65

County Attorney, Susan Cole requested \$17,990 in ARPA funding for case management software. McGill motioned to approve \$17,990 in ARPA Funding for case management software. Seconded by Kulmatycki. All voted aye.

Mike Matthes provided an Economic Development update.

Mike Armstrong from Chariton Valley Regional Housing Trust Fund requested an annual pledge. Kulmatycki motioned to pledge \$7,500 for Chariton Valley Regional Housing Trust Fund. Seconded by McGill. All voted aye.

Ronda Lamb requested funds to allow herself and the two medical examiners to attend training in November. The cost is \$1,150. Kulmatycki motioned to approve using current budgeted funds for the training. Seconded by McGill. All voted aye.

Kulmatycki motioned to approve the grant agreement with Natel. Seconded by McGill. All voted aye.

McGill motioned to accept the Preliminary Plat for Hefner Subdivision. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the Memorandum of Agreement with the Iowa Department of Transportation. Seconded by Kulmatycki. All voted aye.

McGill motioned to approve the FY2022 Cost Allocation Plan. Seconded by Kulmatycki. All voted aye.

FYI-MMP: Parks Finishing C8 LLC #67550 (no changes)

Kulmatycki motioned to approve Resolution 2022-22. Seconded by McGill. All voted aye.

Resolution 2022-22

Compensation of Members of Election Boards

WHEREAS, Iowa Code § 49.20 authorizes the county board of supervisors to establish the compensation of members of election boards, and

WHEREAS, it is vital to the Appanoose County elections process to build and maintain a strong pool of election board members;

NOW, THEREFORE BE IT RESOLVED that the Appanoose County Board of Supervisors hereby authorizes that, effective October 3, 2022 up to five On-Call Election Officials shall be paid \$30 for the day unless called to work.

PASSED and ADOPTED this 3rd day of October, 2022.

Ayes: /s/Linda Demry, Mark McGill, Jeff Kulmatycki Nays: none

Attest: /s/ Kelly Howard, County Auditor

McGill motioned to approve the Auxiant CY2023 Schedule A-Fee and Commission Disclosure Statement. Seconded by Kulmatycki. All voted aye.

McGill motioned to set the public hearing on the FY23 County Budget Amendment for 10/17/2022 at 9:15 A.M. Seconded by Kulmatycki. All voted aye.

John Hansen provided an update on the new law center. E911 is set to move on the 5th. They will be working on getting the occupancy permit today. Change order #1-5 for SC Construction was presented. Kulmatycki motioned to approve Change Order #1-5 for \$7,169.30. Seconded by McGill. All voted aye. The October pay application was presented. McGill motioned to approve the 10/1/2022 pay application for \$131,691.62. Seconded by Kulmatycki. All voted aye.

Kulmatycki motioned to approve the Detour Agreement with IDOT. Seconded by McGill. All voted aye.

There was discussion on an upgrade to 100th Ave which is shared with Wayne County. An agreement with Wayne County should be prepared. There was discussion regarding creating a roadside management plan and diverting some small bridge project funds to brush and roadside management. There was discussion regarding the pavement into Antler Acres needing replaced. An informal meeting with land owners was recommended.

County Engineer Brad Skinner, provided an update to the board. The new skid loader was delivered last week and in use. The old one is getting an engine replacement currently. Rock haul has been held due to dry conditions. The bridge crew will be moving next to work on a rail flat car bridge near Numa. Riprap on the Soap Creek Bridge will be done in the next couple days.

Public Comments: Tammy Wheeler from Farmers Mutual Communications provided an update on their fiber project. Demry requested an agreement for their ARPA Funds. Gary Messersmith requested to be on the agenda next meeting to discuss 550th Ave.

McGill motioned to adjourn. Seconded by Kulmatycki. All voted aye.

The Board adjourned to meet the call of the Auditor at 10:11 A.M.

Appanoose County Board of Supervisors

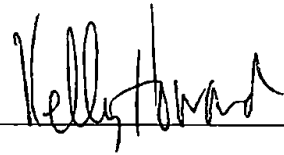
Attest:

STATE OF IOWA, APPANOOSE COUNTY
TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY, IOWA

I, Kelly Howard, Auditor 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 quarter ended September 30, 2022, and the same has been paid to the proper authorities as per duplicate voucher as attached:

Plat Books	\$100.00
Copy Work	\$0.50
Misc.	<u>\$10.00</u>
Total	<u><u>\$110.50</u></u>

RESPECTFULLY SUBMITTED, _____



County Auditor

10/05/22 13:31:54

Miscellaneous Receipt
Appanoose County Treasurer

10/05/2022

Received from Customer R

200

Appanoose County Auditor

Receipt# 21263

<u>Payment Method</u>	<u>Amount</u>	<u>Check#</u>	<u>Paid by</u>
2 Check	110.50	1036	Appanoose County Auditor

#	Fund	Function	Rev	Dept	Prj	Sub	Post	Earned	Amount
1	01000	3	09000	5500	02		1	09/30/2022	110.50
								Photocopy/FAX Fees	
								K110.50 - 1/4 Copy Report - SB	

Total Amount 110.50

APPANOOSE COUNTY SHERIFF

Treasurer Report

07/01/2022 thru 09/29/2022

SEP	Beginning Running Balance	19,003.61
	Credits (Deposits)	50,736.93
	Debits (Withdraws)	40,349.54
	Ending Running Balance	\$29,391.00

Receipt Details - Collected during date range

CANCEL FEE	150.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
CL-PLANO	300.00
COPIES_CV	69.00
DL-COUNTY	2.00
DL-DOT	5.50
DVD/CD	20.00
EXECUTION	45.00
INMATEBOND	300.00
INTEREST	2.16
JAIL PHONES	967.05
JAIL REIMBURSE	65.67
MAIL	21.00
MILEAGE	906.55
MISC	40.80
POSTING NOTICES	60.00
PROCESS NOTICE	730.00
PUBLICATION	246.71
REFUND	63.13
SALE	75.00
SERVICE FEES	4,465.00
SEX OFFEND REG	150.00
SHERIFF'S DEED	50.00
TRUST FUND	38,327.36
WP-ACQUIRE	75.00
WP-COUNTY	1,680.00
WP-DPS	420.00

Receipts Posted by Date Paid:	50,736.93
Receipts with Date Paid Before Minimum Date, deposited this Date Range:	0.00
Advance Fees Deposited this Date Range:	0.00
(This should equal credits for the date range) Deposited Total:	50,736.93

Payout Information:

Monthly Starting Balance:	19,003.61
Receipts deposited this date range:	50,736.93
Total to Account For:	69,740.54
Disbursements Made This Date Range:	-40,349.54

Funds to be paid to County Treasurer: Should Match Checkbook

CANCEL FEE	150.00
CL-CINCINNATI	300.00
CL-MOULTON	600.00
CL-MYSTIC	300.00
CL-NUMA	300.00
CL-PLANO	300.00
COPIES_CV	69.00
DL-COUNTY	2.00
DVD/CD	20.00
EXECUTION	45.00
INTEREST	3.30
JAIL PHONES	967.05
JAIL REIMBURSE	65.67
MAIL	21.00
MILEAGE	906.55
MISC	40.80
POSTING NOTICES	60.00
PROCESS NOTICE	730.00
SALE	75.00
SERVICE FEES	4,465.00
SEX OFFEND REG	150.00
SHERIFF'S DEED	50.00
WP-ACQUIRE	75.00
WP-COUNTY	1,680.00

Total fees Due to County Treasurer:	11,375.37
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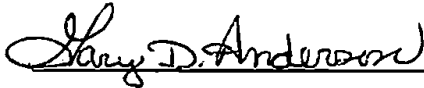
Other Funds in Checkbook:

REFUND	63.13
TRUST FUND	17,872.50
WP-DPS	80.00

Total Other Funds in Checkbook:	18,015.63
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Zero Balance Check**0.00**

I, the Sheriff of APPANOOSE COUNTY SHERIFF do hereby certify that the report given above is a correct report of payments collected by me as said Sheriff during the month ending 9/29/2022



Prepared by:

County Recorder's Report of Fees Collected

(See Chapter 842, Code)

STATE OF IOWA,
 APPANOOSE } ss.
 County,

TO THE BOARD OF SUPERVISORS OF APPANOOSE COUNTY:

I, Teddy Walker, 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 quarter ending, September, 30, 2022, and the same
 has been paid to the County Treasurer, as per duplicate voucher No. 21114, 21115, 21197, 21198, 21264, 21265 hereto attached:

For Recording Deeds	3070	00
For Real Estate Mortgages	11055	00
For Releases and Assignments	775	00
For Hunting and Fishing Licenses Writing Fees	99	50
For Furnishing Certified Copies of Records - Xerox Copies	697	75
Motor Boat Registration Writing Fees	237	50
Miscellaneous	3090	00
Snowmobile & ATV Writing Fees	101	25
R. E. Transfer Tax - 17.25%	6761	32
Vital Records -	1432	00
County Conservation - 50% Boat Titles	210	00
Total	27529	32

All of which is respectfully submitted.

Teddy Walker
 County Recorder.

Subscribed and sworn to before me by Teddy Walker

County Recorder, this 11 day of October, 2022.



KELLY HOWARD
 Commission Number 837378
 My Commission Expires
 February 11, 2025

Auditor APPANOOSE County.

Report of Director of Veterans Affairs
July 1, 2022-September 30, 2022

[illegible]

Kelly Howard

From: Richard Keilig <ltrick2000@gmail.com>
Sent: Friday, October 7, 2022 10:19 AM
To: Kelly Howard
Subject: POWMIA Flag

You don't often get email from ltrick2000@gmail.com. [Learn why this is important](#)
Board of Supervisors, Appanoose County, Iowa

Kelly Howard
Auditor Appanoose County, Iowa

Board Supervisors and Auditor,

I am requesting that the funds to pay for a POWMIA flag be allocated from Appanoose County funds to purchase the flags at the same time the US Flag and State of Iowa Flags are ordered. The reasons for this request are as follows:

There is no continuity in supplying the flag, despite the best efforts of the American Legion Post in Centerville.

The POWMIA flag is a symbol of all Americans who have served their nation and whose status has not been determined. Just from the Korean War some 7, 300 and the Vietnam War where some 1,200 are unaccounted for. They must not be forgotten.

Next to the US Flag, the POWMIA flag has precedence and must be displayed below the US flag by federal law.

Appanoose County is the only county in Iowa that I am aware of that has the POWMIA flag displayed next to the Stars and Stripes in all three high school gymnasiums. The flag is needed to be displayed so that our young citizens understand the sacrifices made for our nation.

I would like to discuss this with the board, but I am still teaching in the county. I can come after hours to meet with the board, if needed. I would be very grateful if action can be taken on this issue immediately because Veterans Day is rapidly approaching.

Please acknowledge that you have received this request. Thank you for your time.

Sincerely,

Rick

Richard H. Keilig Jr. Ph.D., Microbiologist (ASCP), Medical Technologist (AMT)
Lt. Colonel Medical Service Corps US Army Reserve (R) 1972-2004

Science Teacher Moulton -Udell High School
CHS Science 1999-2017
IHCC 2001-2017 Adjunct Professor

Lieutenant Moulton Fire Department Firefighter II
Iowa Fire Instructor I
American Legion Post 407, Unionville, Iowa
President IRSPA Appanoose and Wayne County
Australian and United States Dual Citizenship

29875 Highway J3T Moravia, Iowa 52571
Home 641-452-6212
Cell 641-895-9050

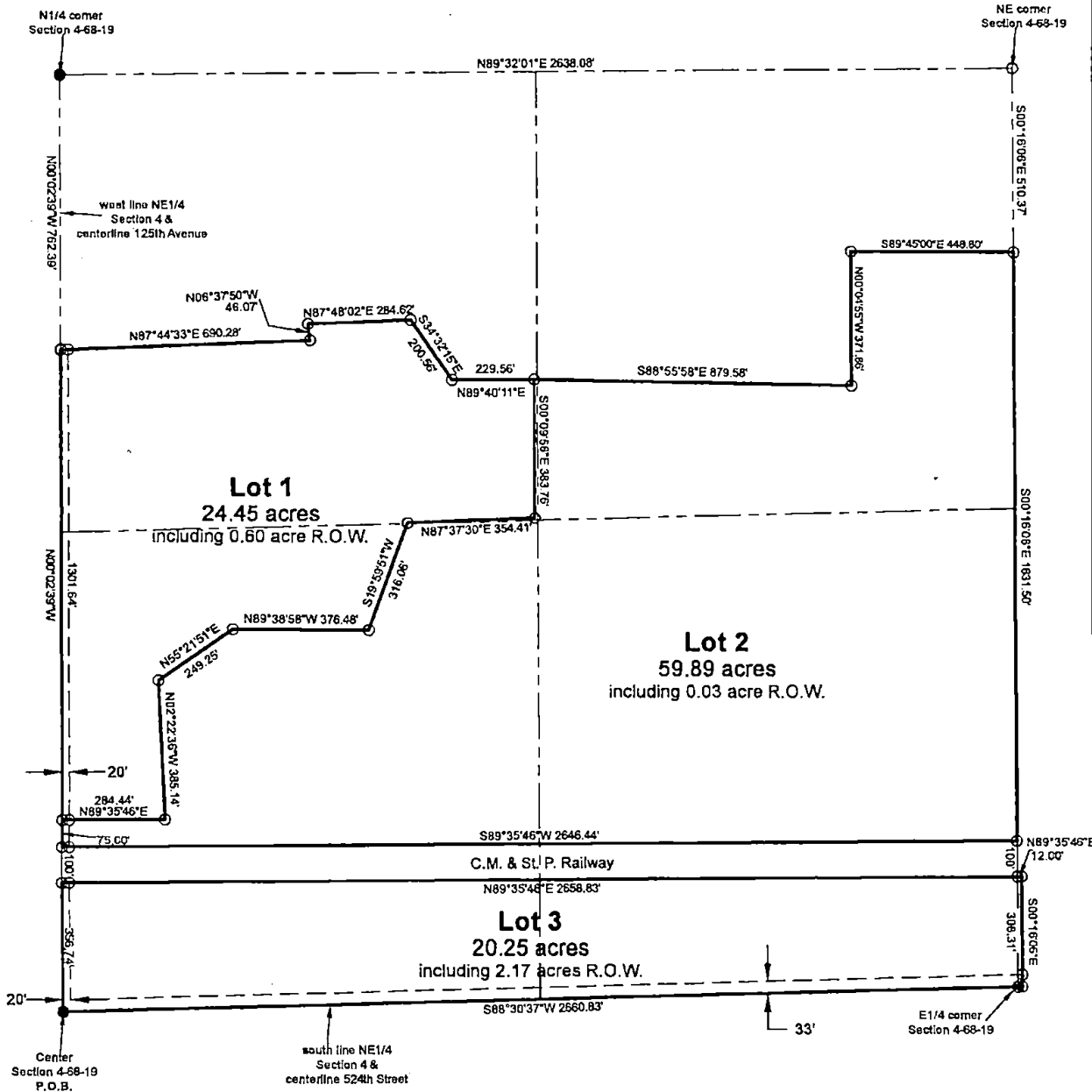
FINAL PLAT

INDEX LEGEND

Property Location: part NE1/4 Section 4, Township 68 North, Range 19 West
Appanoose County, Iowa
Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lanceosurveying.com
Return Document to: Lance Surveying Services (319) 986-6779
1505 North Broadway Street, Mt. Pleasant, IA 52641
Survey Requested by: John Probasco
Proprietor: Norman W Hefner
Survey Completed: 8 September 2022

Sheet 2/2 | Basis of Bearing: IA RTK, ISPS Zone | Hefner Trust.dwg

Hefner Subdivision



FINAL PLAT

INDEX LEGEND

Property Location: part NE1/4 Section 4, Township 68 North, Range 19 West
Appanoose County, Iowa
Surveyor: Robert H. Lance, Iowa P.L.S. #21980, rob@lanceurveying.com
Return Document to: Lance Surveying Services (319) 988-6779
1505 North Broadway Street, Mt. Pleasant, IA 52641
Survey Requested by: John Probasco
Proprietor: Norman W. Hofer
Survey Completed: 8 September 2022
Sheet 1/2 | Basis of Bearing: IA RTK, ISPS Zone | Hofer Trust.dwg

Hefner Subdivision

In part of the NE1/4 Section 4, Township 68 North, Range 19 West of the 5th P.M., Appanoose County, Iowa, described as follows:

Commencing at the Center of Section 4, said point being also the **POINT OF BEGINNING**;
thence North 00°02'39" West, along the west line of the NE1/4 of Section 4, a distance of 1,833.38 feet;
thence North 87°44'33" East, 690.28 feet;
thence North 06°37'50" West, 46.07 feet;
thence North 87°48'02" East, 284.62 feet;
thence South 34°32'15" East, 200.56 feet;
thence North 89°40'11" East, 229.56 feet;
thence South 88°55'58" East, 879.58 feet;
thence North 00°04'55" West, 371.86 feet;
thence South 89°45'00" East, 448.80 feet to a point on the east line of the NE1/4 of Section 4;
thence, along said line, South 00°16'06" East, 1,731.50 feet;
thence North 89°35'46" East, along the south line of the C.M. & St. P. Railway, 12.00 feet;
thence South 00°16'06" East, along the east line of the west 12 feet of the SW1/4 of the NW1/4 of Section 3, a distance of 306.31 feet to the SE corner of said 12 feet, on the centerline of 524th Street;
thence South 88°30'37" West, along said centerline and the south line of the NE1/4 of Section 4, a distance of 2,660.83 feet to the
POINT OF BEGINNING, EXCEPT the right of way of C.M. & St. P. Ry. containing 104.59 acres, of which, 2.80 acres are public road right-of-way.

The above bearings are based on Iowa State Plane South Coordinates and all distances are horizontal ground distances.

End of Description

Plat Approved by Appanoose County

Plat Approved by Appanoose County

Board of Supervisor Date

Appanoose County Auditor Date

Plat Approved by Appanoose County

Plat Approved by Appanoose County

Board of Supervisor Date

Appanoose County Assessor Date

Plat Approved by Appanoose County

Plat Approved by Appanoose County

Board of Supervisor Date

Appanoose County Engineer Date

Certification:

I hereby certify that this land surveying document was prepared, and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor, under the laws of the State of Iowa.



Resolution 2022-24
Compensation of Members of Election Boards

WHEREAS, Iowa Code § 49.20 authorizes the county board of supervisors to establish the compensation of members of election boards, and

WHEREAS, it is vital to the Appanoose County elections process to build and maintain a strong pool of election board members;

WHEREAS, it is recommended by the State Auditor's Office the compensation rate be established on a yearly basis, and

WHEREAS, Resolution 2022-23 was previously adopted October 3, 2022 setting On-Call Election workers, and

NOW, THEREFORE BE IT RESOLVED that the Appanoose County Board of Supervisors hereby authorizes that, effective October 17, 2022 and until the end of the calendar year the following:

Regular Election Officials

7:00 A.M. Openings (all day): \$160

12:00 P.M. Openings (half day): \$90

Chairpersons

7:00 A.M. Openings (all day): \$180

12:00 P.M. Openings (half day): \$100

Absentee Board: \$13 per hour, maximum \$160

Election School Pay Rate: \$20

Post-Election Audit Pay Rate: \$20

Mileage Rate: \$0.45 per mile. Mileage is paid only when traveling more than five miles to the polls, election school, and picking up and returning election equipment.

PASSED and ADOPTED this 17th day of October, 2022.

AYES:

NAYS:

ATTEST:

Auditor

APPANOOSE COUNTY SECONDARY ROADS

1200 HWY 2 WEST
CENTERVILLE IA 52544

641-856-6193 (P)

641-437-4665 (F)

Date: October 12, 2022

From: Brad Skinner, County Engineer



To: County Board of Supervisors
Kelly Howard, County Auditor

Please be informed that Tim Wagner, Motor Grader Operator, was terminated effective end of work day October 7, 2022.

He should be paid through that time as regular time, and any accumulated leave.

Please contact me if you have any questions.



Your Safety Is Our Business
secure • monitor • connect

Customer: Appanoose County Courthouse

Site: 201 N 12 Street
Centerville, IA, 52544

Contact: Kelly Howard | (641)-856-6191 | khoward@appanoosecounty.net



Proposal #: 66561-1-0
Dated: 10/6/2022

Access Control Solution

Scope of Work

Security Equipment Inc. (SEI) to install and provide the access control solution that is proposed below for the customer. The reader will be on a pedestal right outside the north door. This door has the necessary door hardware for the system. If the system is found to not work with the door hardware, or the customer needs some additional door hardware, SEI can provide and the cost would just adjust accordingly. The panel will be right inside the door in a utility closet. The wire path will follow the existing conduit to get in the building.

The system will be fob based to start, which includes 20 with this proposal. The cost for fobs are \$6.50 a piece if the customer needs to add more.

The monthly cost is for the subscription to manage the system (Program fobs, create schedules, monitor who is coming into the building and when they are doing it, etc.).

Qualifications for Access Control Systems:

- All work shall be done during normal working hours
- All ceiling, floor and walls are assumed to be accessible for cable and device installation
- Customer to provide Ethernet network including: equipment, network drops, connectivity, and IP addresses as required.
- Customer to provide client work stations that meet the manufactures minimum requirements
- Customer to provide wall or rack space for equipment as required
- Any existing equipment to be reused that does not meet standards will be replace at an additional charge
- SEi will provide programming of the system
- SEi is not responsible for drywall or painting work necessary for installation.
- No integration to any other system(s) is included in this proposal
- No fiber optic cable or connectors are included in this price
- No permits or bonds are included in this price
- SEi has excluded sales tax in the proposal given.
- A 50% down payment will be required by SEi prior to our ordering equipment.
- SEi will provide programming sheet to assist Owner in programming the system
- Owner is responsible for providing programming sheet including: personnel names, authorization levels, valid times, and accessible doors before SEi can begin assisting with programming of the system.

Prepared by: Luke Hassman • Security Consultant

lhassman@seisecurity.com • seisecurity.com

4663 121 Street Urbandale, IA 50323 | P: (515)-270-9075-4305 | F: (515)-270-8442

Customer: Appanoose County Courthouse

Site: 201 N 12 Street
Centerville, IA, 52544

Contact: Kelly Howard | (641)-856-6191 | khoward@appanoosecounty.net



Proposal #: 66561-1-0
Dated: 10/6/2022

Schedule of Protection

Access Control Solution	
QTY	Description
1	42" Black Pedestal
10	1/2" Outdoor Liquidtight Conduit
30	Plenum Access Control Composite Cable, Yellow
1	Brivo IP Door Controller, 2 Doors
1	RP10 Multiclass Reader, Black
20	iClass Keyfob
1	A non-proprietary, universal, outdoor rainguard
1	1 Port, 1.75 Amp Lock Pwr Supply With Fire Release
1	Line Cord
2	Battery
1	Integrate with existing lock

Investment Summary

Deposit Due in Advance	\$2,068.00
Balance Due Upon Completion	\$2,069.00
Monthly Recurring	\$25.00
Total Proposal Amount	\$4,137.00

Note: The above price does not include tax

* This proposal for the above described protection is valid for 30 days.

* This proposal for the above described protection does not include tax and is covered by a one (1) year parts, labor and service guarantee

Prepared by: Luke Hassman • Security Consultant

lhassman@seisecurity.com • seisecurity.com

4663 121 Street, Urbandale, IA 50323 | P: (515)-270-9075-4305 | F: (515)-270-8442



Commercial Installation and Service Agreement

THIS AGREEMENT is made October 6, 2022, by and between SECURITY EQUIPMENT, INC and its directors, officers, shareholders, employees and agents, (collectively "SEI") and Appanoose County Courthouse. Location of Customer's premises 201 N 12 Street, Centerville, IA 52544.

Subject to the terms and conditions hereinafter set forth, SEI agrees to sell, provide installation services, and provide (Hosted Access Control Brivo Panel) of the equipment specified on "**Schedule of Protection**", which is incorporated herein by reference.

Note:

Customer acknowledges and agrees that (1) additional equipment, at additional cost, can provide increased detection ability (2) Customer has voluntarily elected to accept the System based on Customer's business reasons, i.e., cost, firm culture, Premises environment and conditions, insurance requirements, etc. (3) a second telephone line at the Premises is necessary to use the telephone while the System is transmitting data to the monitoring facility (4) if the System includes radio equipment or the System is owned by SEI, Customer shall, at its sole cost, promptly and without demand return the System to SEI at the expiration or termination of this Agreement (5) Customer has voluntarily elected delayed dispatch or no repeat dispatch services for the purpose of reducing false alarms, notwithstanding the increased risk of loss or damage inherent in Customer's decision (6) Customer shall notify SEI of all ordinances or local policies of Proper Authorities that may affect SEI's performance of services to Customer and shall pay all fees and charges which may be assessed to Customer to comply with State or local statutes, ordinances, or regulations and (7) devices, Systems, networks, data and other communications transmitted through radio signals (wireless devices) or the Internet are susceptible to being accessed by others, (e.g., hackers) and Customer hereby releases SEI for and from all damages, losses, costs and associated liabilities arising out of or from, in connection with or related to any third party's access of any such device, System, network, data or other communication related to this Agreement.

Installation Charges:

Customer agrees to pay SEI the sum of: \$4,137.00 plus tax, if applicable

Deposit due upon signing this agreement will be 50% If necessary, remaining balance will be due upon substantial completion of installation.

Recurring Charges:

Customer agrees to pay SEI the sum of \$25.00 plus tax, if applicable per month for the lease or purchase of the system. Hosted Access Control Brivo Panel included in this proposal, prepaid for a period of five years. Method of payment by Customer may be by check, money order, credit card or EFT (Electronic Funds Transfer). If EFT is desired Customer authorizes periodic debits from Customer's bank account as stated above.

NOTICE TO CUSTOMER: CUSTOMER SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THE DISCLAIMER/LIMITATION OF LIABILITY AND INDEMNITY PARAGRAPHS HEREOF. TERMS AND CONDITIONS ARE AN INTEGRAL PART OF THIS AGREEMENT. CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF CONTRACT. READ ALL PAGES BEFORE SIGNING.

Electronic Signatures:

The person signing this Agreement certifies that Customer's policies do not prohibit the acceptance and execution of terms and conditions in electronic form. In addition, each party consents to and agrees that the use of a keyboard, mouse, or other device (1) to select an item, button, icon or checkbox or (2) to enter text, or (3) to perform any similar act or action while using SEI's web-based portal(s) for the purpose of initiating, reviewing, modifying or completing any transaction regarding this Agreement constitutes a lawful and valid signature, acceptance, and agreement, and shall be treated the same as if such were actually made using a physical, written signature. The parties further agree that no certification authority, or other third-party verification is necessary to validate their respective electronic signature. The parties additionally agree that this Agreement is accepted and agreed to when an electronic signature for each party has been affixed to this Agreement.

Customer consents to receive SEI invoices and statements by Electronic Delivery.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed or caused this Agreement to be executed on the signing date unless otherwise agreed to in writing. Further, if the Customer is a corporation, the individual signing this Agreement on behalf of the Customer shall be personally liable as a surety for the financial obligation of the Customer.

SEI

Submitted By: Luke Hassman

Approved By: _____

Date: _____

Appanoose County Courthouse

Signature: _____

Date: _____

Print Name: _____

Title: _____

Email: _____

Kelly Howard

khoward@appanoosecounty.net



Terms & Conditions

1. Finance and Late Charges. A finance charge of one and one-third (1 1/3%) percent per month sixteen (16%) percent per year will apply to all obligations not paid pursuant to the terms contained herein. Payment terms are NET 30 unless otherwise stated. Customer shall also pay to SEI an administrative fee (late charge) of five (5%) percent of any payment due hereunder received by SEI after the date on which such payment is due as liquidated damages and not as a penalty.

2. Automatic Renewal. This Agreement shall automatically renew under the same terms and conditions for successive periods equal to the initial period unless either party gives written notice to the other at least thirty (30) days prior to the expiration date of their intention to terminate this Agreement. In the event this renewal provision is not effective, this Agreement automatically renews from month to month unless either party gives at least thirty (30) days written notice to terminate at the expiration of any such term.

3. Right to Terminate. Notwithstanding anything contained herein to the contrary, SEI may, in its sole discretion, terminate this Agreement, with or without cause and without any liability whatsoever, upon thirty (30) days notice to Customer. In the event such termination is without cause, SEI shall, upon the written request of Customer, refund any unearned service charges. If the termination is for a monetary default, Customer understand and agrees that SEI shall not release any data related to the System or any Services unless and until all amounts owed are paid in full.

4. Increase in Charges. SEI shall have the right to increase periodic charges at any time or times after the expiration of one (1) year from the date of this Agreement upon giving Customer written notice thirty (30) days in advance of the effective date of such change. If Customer is unwilling to pay the increased charge, Customer must notify SEI in writing twenty (20) days prior to the otherwise effective date of the change that this Agreement will be terminated on the effective date of the charge. SEI may at its sole discretion rescind the charge at which time the previous term will be binding on the Customer to the full remaining term of this Agreement.

5. Breach by Customer. In the event of any breach of this Agreement by Customer, without limiting the rights of SEI under this Agreement at law or equity, SEI shall be entitled to retain all prepayments received and Customer shall immediately pay to SEI (1) all payments then due and payable, (2) all charges for labor, material and equipment incurred by SEI due to such default based on a time and material basis at SEI's then prevailing charges, and (3) since actual damages upon Customer's breach are difficult to determine, Customer agrees to pay one hundred percent 100% of all payments which would be due hereunder for the unexpired term as liquidated damages and not as a penalty. Upon Customer's breach SEI shall have no further obligation to perform under this Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and SEI is the substantially prevailing party by judgment, award, finding or settlement, Customer shall pay directly or reimburse SEI for all of its costs and expenses including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs as allowed by law.

6. Right to Notice and Cure. In the event of any breach of this Agreement by SEI, Customer agrees to provide written notice to SEI specifically identifying the nature of the breach and the provisions of this Agreement affected thereby, and to permit SEI to cure the breach within five (5) business days after receipt of the written notice or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured. If SEI cures any said breach as provided herein, this Agreement shall continue unabated and SEI shall not be liable to Customer for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach.

7. Title; Suspension of Service; Shut-Down; Lock-Out. If equipment is leased by or loaned to Customer, title to any such equipment shall at all times hereafter remain in SEI. Customer understands and agrees that SEI may, in its sole and absolute discretion, electronically lock out access to the control panel or alarm communicator (collectively, the "Panel") in order to limit access to the Panel to SEI only. Should Customer breach hereunder, or upon expiration or termination of this Agreement for any reason, or if the System excessively sends video images or data to SEI's monitoring facility as a result of any cause other than SEI's sole negligence, Customer authorizes SEI to: (1) suspend service; (2) shut down the Panel and/or the System; and (3) render some or all of the equipment incapable of sending a signal locally or communicating with any monitoring facility, and refuse to unlock the Panel. The exercise of such rights shall not be deemed a waiver of SEI's right to damages, and SEI shall have the right to enforce all other legal or equitable remedies or rights.

8. Installation; Service; Delays. Customer acknowledges and agrees that SEI and Representatives have no knowledge of existing hidden pipes, wires or other like objects within walls, floors, ceilings and other concealed spaces, and it is Customer's obligation to advise SEI of such hidden objects, failing which SEI and Representatives are released for any damages, losses or expenses arising out of or from, in connection with, as a result of, related to or as a consequence of such hidden objects. SEI and Representatives make no representation of delivery and installation of equipment or commencement of services by any particular date. Any cost or expense incurred as a result of any such delay including, without limitation, any guard services required, shall be borne by and be the sole responsibility of the Customer.

9. Cross-Default. In the event SEI and Customer are parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements between the parties permitting SEI to exercise any or all of its rights under any or all of such agreements in the sole and absolute discretion of SEI.

10. SEI Duty Concerning Property of Others. Customer agrees that SEI has no responsibility for the condition or operation of any equipment, device, or property of any sort belonging to Customer, the communications provider or others ("Property"). If SEI provides service to Property, Customer agrees that all relevant terms and conditions of this Agreement shall apply to all such service and Customer shall pay for such service on a time and material basis.

11. Additional Equipment or Service. If, at any time after the date hereof, additional equipment or services are requested or authorized by Customer, all sales, leases, installation and services supplied by SEI shall be subject to the terms of this Agreement only, except that additional charges shall be made for such additional sales, leases, installation or services.

12. Customer's Duty to Pay for Increased Costs. Notwithstanding anything to the contrary contained herein, if (a) any pass-through cost increase, or (b) any state or Federal statute or regulation, or (c) any trade union jurisdictional dispute results in SEI incurring any extra expense including, without limitation, paying higher compensation or wage rates to perform the installation and/or service, Customer hereby consents and authorizes SEI to incur such extra expense on behalf of and for the account of the Customer, and Customer shall pay SEI for all such costs incurred by SEI.

13. Communications Equipment and Services. Customer understands and acknowledges that the System may transmit data to a monitoring facility or elsewhere using one or more forms of communication equipment or services, including, without limitation, a telephone network, broadband over power lines ("BPL"), voice (or data) over the Internet ("VOIP"), cable system or some form of wireless communications (e.g., cellular or another form of radio transmission). Some or all of these communications equipment or services may access or incorporate the Internet, electric company lines, a local area network or some other form of computer network to transmit or retrieve data. For data transmitted by a telephone network, there are various types of telephone line service including, without limitation, direct wire, derived channel, multiplex, DSL, T-1, ISDN and various other forms of service. For data transmitted by a wireless communications service or equipment, such services and equipment are probabilistic by their nature and can be affected or delayed by interference (e.g., ground interference), atmospheric conditions, static, transmission system operation, etc. Customer acknowledges that for data transmitted or received via DSL, BPL, VOIP or other broadband or internet-based communication service, the System's ability to transmit or receive data or SEI's monitoring facility's ability to receive, or understand, data will be dependent upon the electric company's lines, Internet, Internet providers or computer network, and/or any such installation of broadband or internet-based communication service may interfere with the telephone line-seizure feature of the System. All broadband or internet-based communication services should use a telephone number that is different than the telephone number used by the System. Accordingly, Customer understands, acknowledges and agrees that the System is not infallible and the transmission and receipt of data from the System, regardless of the communications equipment or type of service used, may be interrupted, circumvented or otherwise compromised.

Initials: _____



A. Transmission of Data, Video or Voice. Customer understands and agrees that the System including, without limitation, the communications equipment or service used in the System is not supervised. If the transmission medium for delivery of data ("Signals") video images or voice or other audio communications from your system to the monitoring facility is incompatible with the System or is inoperative, circumvented, compromised or interrupted by any natural or human cause including, without limitation, any sort of interference (e.g., ground interference or otherwise), loss of a telephone line or dial tone (either because the line is cut or otherwise), radio transmission interference, power line surges or outages, Internet or broadband problems and Internet or broadband provider problems, there will be no indication of such interruption at the monitoring facility. Further, if the communications equipment or service is incompatible, inoperative or interrupted, no Signal will be received at the monitoring facility. Customer may elect to use some form of redundant communication equipment or service (e.g., telephone combined with some form of wireless communication) or some other form of communication service or equipment as part of the System at additional cost. Further, Customer understands that (1) a video system enables SEI to record, store and review images of the Premises and the area outside of the Premises, (2) video and audio capability enables SEI to record, store and review oral communications from inside and outside of the Premises and (3) a two-way voice system enables SEI to listen-in to the Premises and to record, store and review such oral communications. Customer authorizes and consents to SEI viewing the Premises and the area outside the Premises and listening-in to the Premises and releases SEI for all claims, losses, damages, costs and expenses due to SEI viewing the Premises and the area outside of the Premises and listening-in to the Premises.

B. Monitoring Service. Monitoring service consists solely of monitoring service personnel ("Operator") communicating with First Responders or calling by telephone the telephone numbers supplied by the Customer in writing for First Responders and persons identified by Customer as Customer's emergency contacts ("Call List") within a reasonable period of time under the circumstances at the monitoring facility including, without limitation or example, (1) the priority of the data that has been previously identified in writing ("Listed Codes"), (2) when the Listed Code appears on the Operator's computer screen, or (3) when any voice communication or voice transmission is received from the Premises. No monitoring service shall be rendered for Signals received which are not Listed Codes or for voice communication which does not request assistance or for video transmission which does not clearly and conspicuously reveal the necessity for monitoring services. In the event a Signal is received at the monitoring facility which is not a Listed Code, Customer agrees that SEI's sole duty and obligation is for SEI to log the Signal. If "multiple zone delayed dispatch service" is requested, no monitoring service will be rendered for any burglar alarm System unless Listed Codes from more than one zone of the burglar alarm System are received within five (5) minutes of each other. When "no repeat dispatch service" is active, no monitoring service will be rendered for the same Listed Codes or zones received from the System within sixty (60) minutes after SEI has contacted Proper Authorities to report receipt of Listed Codes at the Premises. If the Premises is located in a jurisdiction requiring a personal verified onsite response ("Verified Response") prior to dispatching a First Responder, it is Customer's sole responsibility to engage a service to provide such Verified Response. All fees, costs and expenses in connection with Verified Response shall be borne by Customer only. Customer understands and agrees that First Responders may not be dispatched or respond to Customer's Premises after notice to First Responders of receipt of a burglar alarm signal or fire alarm signal by SEI unless there is independent confirmation of a burglary or fire at Customer's Premise, (e.g., an on-site witness' report that a point of entry exists or a fire exists). Notwithstanding anything contained herein to the contrary, (1) upon receipt of a Listed Code or video transmissions and prior to communicating electronically or by telephone to First Responders or the Call List, SEI may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises or other telephone numbers, electronic mail, text messages or other similar means of communication at numbers or addresses provided by Customer in writing as frequently as SEI deems appropriate to verify the necessity to report the receipt of a Listed Code to First Responders or the Call List, and (2) upon receipt of an abort code or oral or electronic advice to disregard the receipt of the Listed Code or video images from any person at the Premises, Customer's representative or any of the personal contacts on the Call List, all of whom have Customer's authority and consent to direct SEI to disregard receipt of a Listed Code or video images, SEI may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders, or the Call List, or advise anyone previously notified of a Listed Code or video images of receipt of an abort code, or oral, or electronic advice to disregard the receipt of the Listed Code or video images. SEI's efforts to notify First Responders or the Call List shall be satisfied by advice electronically or by telephone to any person answering the telephone at the telephone number(s) provided to SEI in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recordation of voice or data communications. Customer acknowledges and agrees that (3) all software, hardware, firmware, codes, Signals, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of or resulting from this Agreement or the Services (collectively, the "IP Property") are the sole and exclusive property of SEI and Customer has no rights whatsoever in any of the IP Property, and (4) SEI shall have the right in its sole and absolute discretion to destroy, delete, erase, etc. (collectively "Destruction") the IP Property at any time without notice to Customer; provided that upon written request of Customer, received prior to the Destruction of the IP Property, to retain any specific IP Property, SEI shall use commercially reasonable efforts to store the specific IP Property as requested by Customer on the condition precedent that Customer pay all fees, costs and expenses related to any such request.

C. SEI as Agent; Revocation; Ratification; Retroactive Date. Customer hereby appoints SEI as its exclusive agent for the term of this Agreement to give direction to any monitoring facility which is a subcontractor of SEI, as if done by Customer concerning any and all matters arising out of, from, in connections with, or related to the performance of monitoring services. The authority granted to SEI under this Section shall continue to be binding upon Customer until revocation in writing from Customer shall have been actually received by SEI. No such notice shall affect anything done by (1) SEI in reliance hereon or pursuant hereto or (2) the monitoring facility pursuant to the request or demand of SEI prior to actual receipt by SEI of said written revocation. Customer hereby ratifies and confirms all prior and contemporaneous acts of (3) the monitoring facility pursuant to the request of SEI (4) SEI pursuant to this section which Customer acknowledges and agrees shall be and is deemed to be retroactive to the initial date SEI or the monitoring facility performed monitoring services on Customer's behalf.

D. Internet Services. If accepted, SEI hereby grants to Customer a non-exclusive, non-transferable license to use the SEI portal via the Internet to access, input, delete and modify information through the Internet. Except for Customer's 1) failure to keep confidential all information, passwords, etc., 2) use of the license or the information in any manner that negatively affects SEI, (3) use of the license or the information for any illegal purpose, or (4) violation of any applicable law, this license shall continue and be coextensive with the term of this Agreement or termination or suspension of the license by SEI. SEI may immediately, and without notice, disable Customer's access to the Internet site and cancel all passwords or other access codes.

E. Email Notice. In the event Customer elects to receive automatic email notice of certain System events, (e.g., the arming or disarming of the System), Customer acknowledges, understands and agrees that any such notice is conditioned on (1) receipt of the data at SEI's central station, (2) the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (3) any failure, malfunction or delay in processing or transmitting the data by SEI's equipment or software. SEI is hereby released from any liability arising out of or from, resulting from or in connection with the failure, malfunction or delay of any such notice for any reason, including SEI's or Representative's sole, joint or several negligence of any kind or degree.

F. Suspension of Service. Customer agrees that SEI's obligations hereunder are waived automatically without notice, and Customer releases SEI for all loss, damage and expense in the event of (1) a default or breach of this Agreement by Customer, (2) the monitoring facility, transmission medium between the System and the monitoring facility, or the System is destroyed, damaged, inoperable or malfunctions for any reason whatsoever; or (3) delays or interruption of Service(s) due in whole or in part, directly or indirectly, to: riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), weather, natural phenomenon, acts of God, casualty, government orders, laws, rules or regulations, transportation, environmental conditions or any other reason beyond the reasonable control of SEI ("Force Majeure"), for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption on request of Customer and this shall be the limit of SEI's liability. During any interruption of Services for any reason including, without limitation, Force Majeure: SEI has no duty, obligation or liability to supply Customer with alternate or substitute services.

Initials: _____



G. Video Systems. If the System records and/or transmits video images and/or audio, electronic or other forms of communication, Customer represents, warrants, covenants and agrees that Customer shall at all times (1) provide and maintain adequate power and lighting for all cameras audio devices or other video-related equipment as recommended by the manufacturer; (2) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (3) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (4) use broadband connectivity exclusively to transmit video images and audio from any video system; (5) use the video and/or audio System for security surveillance and/or management services only; (6) not use the video and/or audio System for any criminal, illegal, or otherwise unlawful activity; and (7) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio System. Customer understands and agrees that (1) a video and/or audio System enables Customer and/or SEI to record, store and review images and/or communications of people in the Premises and outside of the Premises, and Customer hereby agrees, authorizes and consents to SEI recording, storing and reviewing video images and communications recorded and/or transmitted from the video and/or audio System at the Premises; (2) video system services are limited to the area of the Premises covered by the video system images and such coverages and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (3) SEI is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid email, text or other electronic addresses, and (4) any and all third party claims related to the video and/or audio system asserted against SEI shall be deemed to be subject to paragraph number 15 of this Agreement.

H. NO WARRANTIES. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE OR REVERSE HEREOF, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

I. U.L. Certified Systems. In the event the System is U.L. certificated, Customer shall pay SEI's prevailing initial and renewal certificate fees. In the event the System is activated without objective physical evidence of the necessity for the activation and SEI dispatches an agent, Customer shall pay SEI's prevailing charge for dispatch of such agent. U.L. certificated systems satisfy the requirements of U.L. for the stated class and grade as of the date of installation. If in the future U.L. adopts new or different specifications of U.L. for the certificate issued, SEI agrees, upon receipt of written consent of Customer, to perform all services necessary to satisfy the new or different specifications of U.L. for the certificate issued, and Customer shall pay all costs thereof at SEI's then prevailing charges.

J. Right to Subcontract. SEI may subcontract for the provision of services under this Agreement. Customer acknowledges and agrees that the provision of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by SEI to provide any service set forth herein to Customer, and bind customer to said subcontractor(s) with the same force and effect as they bind Customer to SEI. Any subcontractor and SEI are each independent contractors (not partners or joint ventures.)

K. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its owners, partners, members, officers, directors, invitees, guests, agents, representatives and employees (individually or collectively, "Any Person") hereby consents to SEI in the ordinary course of business intercepting, recording, retrieving, reviewing, copying, disclosing and using the contents of all telephone, video, wire, oral, electronic, Internet, broadband and other forms of transmission or communication to which Customer and/or Any Person and SEI are parties.

L. In the Event the System is activated. If the System is activated for any reason whatsoever, the Customer shall (1) pay without recourse, or (2) reimburse SEI for any fines, fees, costs, expenses and penalties assessed against Customer or SEI by any court or government agency.

14. Customer's Responsibility to Verify System Function. It is the Customer's sole responsibility to:

A. Confirmation of Equipment Compatibility. Confirm that the communications equipment, technology and services, which are not supplied by SEI, used to transmit data between the System and any monitoring facility are compatible with the System and any monitoring facility, especially when there are changes to such communications equipment, technology or services (e.g., starting, discontinuing, changing, adding or removing call waiting, a Centrex telephone system, answering machines, Derived Channel, DSL, T-1, BPL or VOIP service, or any telecommunications, radio, internet, satellite or other service or provider).

B. Testing of Equipment. Customer must test the System, communications equipment, technology and service periodically and whenever changes are made to communications equipment, technology or services for the System, Premises, data transmission or monitoring facility.

C. Acknowledgement of Potential Obsolescence. Customer understands, acknowledges and agrees that not all communications equipment, technology or services used to transmit data, video images and voice or other audio communications between the System and any monitoring facility are or will continue to be available from every telephone, radio, internet, satellite or other service provider (collectively, "Provider"). (1) In the event of any discontinuance, suspension, termination, modification or change (collectively, "Change") or any contemplated change as reasonably determined by SEI in connection with any communications equipment, technology, service or Provider, and there is a commercially reasonable alternative available in order to continue services under this Agreement, Customer hereby authorizes SEI to provide Customer with such alternative in SEI's sole and absolute discretion; (2) Customer shall be solely responsible to pay (or shall promptly reimburse SEI) for all costs of any Provider as well as charges by SEI to modify, substitute or replace any communications equipment, technology, software, service or Provider (at SEI's then prevailing rates on a time and material basis). Customer shall also be responsible for any increase in monthly charges under this Agreement for lease, service, monitoring, etc. in connection with, arising out of or from, as a result of or related to any discontinuance, suspension, termination, modification, change to or modification, substitution or replacement of the communications equipment, technology, software, service or Provider; (3) Any claimed inadequacy or failure of the System, the communications equipment, technology, software, service or Provider must be immediately reported to SEI or the Provider, as appropriate, for correction or repair service;

D. No Waiver of Breach. SEI does not waive breach of this Agreement unless specifically waived in writing by SEI. If SEI waives any breach by Customer, it shall not be construed as a waiver of any subsequent breach. SEI's rights hereunder are cumulative, and may be exercised concurrently or consecutively and include all remedies available whether or not referred to herein.

E. Duties of Parties When Equipment Required By Third Parties. Upon receipt of written notice from Customer, Customer's insurer, or other person having jurisdiction, SEI agrees to furnish and install all material and equipment required subject to availability, and Customer agrees to pay SEI for all costs on a time and material basis at SEI's then prevailing charges.

F. Key Service. If Customer provides SEI with keys, Customer agrees that SEI and Representatives are released for any loss, damage or expense to Customer due to the loss or theft of any keys.

15. DISCLAIMER/LIMITATION OF LIABILITY AND WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT SEI IS NOT AN INSURER. IT IS THE INTENT OF THE PARTIES THAT INSURANCE COVERING LOSS, DAMAGE OR EXPENSE ARISING FROM, OR RELATED TO THIS AGREEMENT, SHALL BE OBTAINED AND MAINTAINED BY CUSTOMER. RECOVERY FOR LOSS, DAMAGE OR EXPENSE SHALL BE LIMITED TO CUSTOMER'S INSURANCE. CUSTOMER RELEASES SEI FROM LIABILITY FOR ALL LOSS, DAMAGE AND EXPENSE. SEI, AND EXCEPT AS SET FORTH HEREIN, MAKES NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY PROVIDED HEREIN. CUSTOMER RELEASES SEI FROM ALL LIABILITY FOR ANY LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR RECEIVE ANY VOICE, VIDEO OR DATA AT THE MONITORING FACILITY). SHOULD LIABILITY ARISE ON THE PART OF SEI FOR ECONOMIC LOSS, PERSONAL INJURY, OR PROPERTY DAMAGE (REAL OR PERSONAL) RESULTING FROM NEGLIGENCE BY SEI OR ITS REPRESENTATIVES WHICH OCCURRED PRIOR TO CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT INCLUDING BUT NOT LIMITED TO ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, OR ANY CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW), OR ANY CLAIM FOR SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR ANY OTHER CLAIM UNDER ANY OTHER THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL CUMULATIVE DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$250.00 FOR SEI AND THIS LIABILITY SHALL BE EXCLUSIVE.

Initials: _____



A. RELEASE OF INSURED LOSSES. CUSTOMER HEREBY RELEASES SEI AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES AND EXPENSES (1) COVERED BY CUSTOMER'S INSURANCE POLICIES, (2) POLICY DEDUCTIBLES, CO-PAY PERCENTAGE, OR RETAINED LIMITS, (3) IN EXCESS OF AMOUNTS PAID BY CUSTOMER'S INSURANCE, AND (4) DUE TO UNDER INSURANCE.

B. WAIVER OF SUBROGATION. AS AN INDUCEMENT TO SEI TO ENTER INTO THIS AGREEMENT, CUSTOMER REPRESENTS, WARRANTS AND COVENANTS THAT CUSTOMER'S INSURANCE COMPANIES SHALL NOT HAVE (1) ANY RIGHTS CREATED BY A LOAN AGREEMENT, LOAN RECEIPT, OR OTHER LIKE DOCUMENT OR PROCEDURE, OR (2) ANY RIGHT OF SUBROGATION, INDEMNIFICATION OR CONTRIBUTION AGAINST SEI OR REPRESENTATIVES.

(C) INDEMNIFICATION. CUSTOMER AGREES (1) THAT SEI SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO DESIGNATE ITS ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY CLAIM OR SUIT AGAINST IT OR THEM. IF ANYONE OTHER THAN CUSTOMER, INCLUDING, WITHOUT LIMITATION: CUSTOMER'S INSURANCE COMPANY; ASKS SEI OR REPRESENTATIVES TO PAY FOR ANY LOSS, DAMAGE, OR EXPENSE (INCLUDING, WITHOUT LIMITATION: ECONOMIC LOSSES, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH) DUE TO (1) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED; (2) ACTIVE OR PASSIVE, SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY SEI OR REPRESENTATIVES; (3) FAILURE OR MALFUNCTION OF THE SYSTEM TRANSMISSION MEDIUM OR THE MONITORING FACILITY/FACILITIES; (4) RECORDING OF COMMUNICATIONS OR VIDEO SURVEILLANCE/RECORDING; (5) PRODUCT OR STRICT LIABILITY; (6) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW); (7) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION; OR (8) A CLAIM UNDER ANY OTHER LEGAL THEORY, CUSTOMER AGREES TO PAY (WITHOUT ANY CONDITION THAT SEI OR REPRESENTATIVES FIRST PAY) FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES INCLUDING, WITHOUT LIMITATION, ATTORNEY'S FEES, WHICH MAY BE ASSERTED AGAINST OR INCURRED BY SEI OR REPRESENTATIVES.

(NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THIS PARAGRAPH SHALL NOT APPLY TO LOSSES AND DAMAGES OCCURRING WHILE SEI'S EMPLOYEE IS ON CUSTOMER'S PREMISES; PROVIDED, THAT SUCH LOSS AND DAMAGE IS CAUSED DIRECTLY AND SOLELY BY THE NEGLIGENCE OF SEI'S EMPLOYEE; PROVIDED, FURTHER, THAT COMPENSABLE DAMAGE UNDER THIS EXCEPTION SHALL BE LIMITED TO SEI'S INSURANCE POLICY COVERAGE AND THE AMOUNT OF PROCEEDS PAID OR RECEIVED FROM SEI'S INSURANCE POLICY APPLICABLE TO THE CLAIM, PROCEEDING OR ACTION.)

16. Inspection; Maintenance; Repair; Takeover Existing Systems.

A. Inspection of System and Services. If Customer has purchased inspection services, service consists of providing all labor necessary and testing equipment to inspect only the visible equipment of the System, pursuant to the terms hereof, for the sole purpose of determining if said visible equipment is operative. Inspection service shall be performed periodically or as otherwise agreed in writing, conditioned on Customer contacting SEI to schedule an appointment for such Service.

B. Periodic Maintenance. If Customer has purchased maintenance services, maintenance consists of providing all labor necessary to inspect the visible parts of the System and conditioned on Customer contacting SEI to schedule an appointment for such service, and to provide all necessary labor, material, parts and equipment to service the System at that time due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded material, parts or equipment pursuant to the terms hereof. All other services shall be paid by Customer on a time and materials basis at SEI's then prevailing charges.

C. Service on Leased Systems. If the System is leased and covered by maintenance services, upon receipt of notice from customer of the necessity to service the System, SEI agrees, pursuant to the terms hereof, to provide all labor, material, parts and equipment to service the System due to ordinary wear and tear only, excluding obsolete, end of useful life or degraded materials, parts or equipment pursuant to the terms hereof. All other service shall be paid by Customer, on a time and material basis at SEI's then prevailing charges.

D. Repair. If Customer has purchased per call repair services, per call repair service consists of providing all necessary labor, material, parts and equipment to service the Customer's system, pursuant to the terms hereof, and Customer agrees to pay SEI on a time and material basis at SEI's then prevailing charges.

E. Limitation of Service Warranty. SEI makes no representation, promise, warranty or guarantee that there will be no interruptions of service or delay in performing service. SEI's sole obligation after receiving a service request is to dispatch a service employee to the Premises within a reasonable time after a service employee becomes available, during normal business hours excluding Saturdays, Sundays and holidays, after receipt of Customer's request to do so.

F. Service of Systems Exclusive to SEI. It is understood and agreed by the parties that all service to the System shall be performed by SEI only, but Customer agrees that SEI's duty to service the System is subject to the availability of the original part or equipment from the original manufacturer, and to the terms of this Agreement and conditioned upon Customer notifying SEI of the necessity for such service. Customer agrees to pay SEI's minimum service call charge in the event Customer does not provide unrestricted access when SEI attempts to provide service at the Premises. Further, Customer agrees that all repair, replacement or modification to the System shall be performed by SEI only. Unless this Agreement provides otherwise, all such service shall be paid by Customer on a time and material basis at SEI's then prevailing charges.

G. SEI Service to Existing Systems. If SEI takes over rendering services to an existing System, in whole or in part, SEI reserves the right, in its sole and absolute discretion, to terminate this Agreement at any time by giving ten (10) days written notice to Customer in the event SEI determines, in its sole and absolute discretion, that the system is not in good operating condition or in good working order, that the system will not operate properly with the services, that there have been excessive activations of the System, that the Customer has abused the System or that the number of problems or cost of service has been or may become excessive, and upon termination by SEI, Customer shall be entitled to reimbursement of the pro-rata cost paid for the then current period on request of Customer and this shall be the limit of SEI's liability.

H. Remote Programming Service. Remote programming services consists of inputting, modifying, deleting and using electronic data concerning operation of the System through electronic communication between the System and SEI's office or monitoring facility. Customer hereby consents to SEI's performance of all such services pursuant to SEI's then prevailing charges for such services.

17. Applicable Law, Choice of Forum.

A. Contractual Limitation of Actions. All claims, actions or proceedings; legal or equitable; against SEI or Representatives must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension time, or said claim, action or proceeding is barred. Time is of the essence of this paragraph.

B. Jurisdiction, Venue and Waiver of Jury Trial. 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 District Court in Douglas County, Nebraska, without reference to its conflicts of law rules. The interpretation of this Agreement shall not be construed against the drafter. Each party consents to the exclusive jurisdiction and venue of each such court in any such Suit and waives any objection that it may have to jurisdiction or venue of any such Suit. Each party consents to service of process in accordance with the notice provisions of this Agreement. Each party hereby waives any right to trial by jury in any Suit, action or other legal proceeding brought by either party.

C. Assignability of Agreement. This Agreement is not assignable by Customer except upon the written consent of SEI, which shall be in SEI's sole and absolute discretion. This Agreement or any portion thereof is assignable by SEI in its sole and absolute discretion.

D. Credit Investigation Report. Customer authorizes and consents to credit investigations and reports by SEI and any other person or entity that provides financing to SEI or to whom this Agreement may be assigned.

18. LIMITED WARRANTY (ONLY IF SYSTEM SOLD TO CUSTOMER)

A. LIMITED WARRANTY OF MATERIAL. SEI HEREBY WARRANTS TO CUSTOMER THAT ORIGINALLY PURCHASED THE SYSTEM ALONE ONLY THAT ALL OF THE MATERIAL IS INSTALLED IN A GOOD AND WORKMAN-LIKE MANNER. IN THE EVENT THAT ANY PART, EXCEPT FOR WIRING, BATTERIES AND OTHER CONSUMABLE PARTS SHALL BECOME DEFECTIVE WITHIN ONE (1) YEAR FROM THE DATE OF THE ORIGINAL INVOICE FOR THIS INSTALLATION, OR FOR A TERM EQUAL TO THAT PROVIDED BY THE ORIGINAL EQUIPMENT MANUFACTURER, WHICHEVER IS LESS, SEI SHALL, AT ITS SOLE ELECTION, REPLACE OR REPAIR THE DEFECTIVE PART WITHOUT CHARGE TO CUSTOMER. ANY REPLACEMENT PART SHALL REMAIN UNDER WARRANTY FOR THE REMAINDER OF THE ORIGINAL WARRANTY PERIOD. THIS WARRANTY IS NOT ASSIGNABLE.

Initials: _____



B. DISCOVERY OF DEFECT. IF CUSTOMER SHALL DISCOVER A DEFECT IN THE PRODUCTS SUPPLIED UNDER THIS AGREEMENT, CUSTOMER SHOULD IMMEDIATELY CONTACT SEI IN WRITING OR BY TELEPHONE, AT THE ADDRESS AND TELEPHONE NUMBER SET FORTH ABOVE, AND FULLY DESCRIBE THE NATURE OF THE DEFECT SO THAT REPAIR SERVICE MAY BE RENDERED.

C. LIMITED EXPRESS WARRANTIES. EXCEPT AS SET FORTH IN PARAGRAPH A, SEI AND REPRESENTATIVES MAKE NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, AND 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 SOFTWARE, ON-SITE PROGRAMMING OR REPROGRAMMING OF THE SYSTEM, DAMAGE TO MATERIAL OR EQUIPMENT CAUSED BY ACCIDENT, VANDALISM, WAR, DECLARED OR UNDECLARED, CIVIL UNREST, TERRORISM OR OTHER VIOLENCE, CUSTOMER NEGLIGENCE, FLOOD, WATER, LIGHTNING, FIRE, INTRUSION, ABUSE, MISUSE, ACT OF GOD, STRIKE, LOCKOUT OR OTHER LABOR DISPUTE; ANY LAW, ORDER OR OTHER REQUIREMENT OF ANY GOVERNMENTAL AGENCY OR OTHER AUTHORITY, ANY CASUALTY, INCLUDING: ELECTRICITY, ATTEMPTED UNAUTHORIZED REPAIR SERVICE, MODIFICATION OR IMPROPER INSTALLATION BY ANYONE OTHER THAN SEI, OR ANY OTHER CAUSE OTHER THAN ORDINARY WEAR AND TEAR. SEI 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 SEI SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY; THAT SEI DOES NOT MAKE ANY REPRESENTATION OR WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, CIRCUMVENTED OR THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SIGNALING, MONITORING AND RESPONSE FOR WHICH IT WAS INTENDED; THAT CUSTOMER IS NOT RELYING ON SEI'S SKILL OR JUDGEMENT IN SELECTING OR FURNISHING A SYSTEM SUITABLE FOR ANY PARTICULAR PURPOSE; THAT THERE ARE NO EXPRESS WARRANTIES WHICH EXTEND BEYOND THOSE ON THE FACE OF THE AGREEMENT HEREOF, OR HEREIN, AND THAT ALL IMPLIED WARRANTIES, IF ANY, COINCIDE WITH THE DURATION OF THIS WARRANTY.

19. Integrated Agreement; Valid Agreement; Modifications. This instrument contains the entire Agreement between the parties hereto 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. (a) Neither party has authority to make or claim any representation, term, promise, condition, statement, warranty, or inducement which is not expressed herein. Each party represents that it/he/she is not relying any inducement in signing this Agreement which is not expressed in this Agreement. (b) 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; provided, however, in the event either the "Disclaimer/ Limitation of Liability" or "Indemnification" sections or any portion of each is held by a court to be invalid or unenforceable, SEI shall have the right to terminate this Agreement without any liability upon thirty (30) days prior written notice to Customer. If any provision or portion thereof is stricken, then such stricken provision or portion thereof shall be replaced, to the extent possible, with a legal, valid and enforceable provision that is as similar in tenor to the stricken provision or portion thereof as is legally possible. All changes or amendments to this Agreement must be in writing and signed by all parties to be binding on the parties.

20. Prior Agreements with Others. Customer represents and warrants that (a) his/her/their cancellation or termination of any contract, or (b) execution of this Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify and hold harmless SEI and Representatives, from and against, and pay (without any condition that SEI or Representative first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs and expenses including, without limitation: attorney's fees and court costs arising out of or from, in connection with, as a result of, related to or as a consequence of Customer's breach of this representation and warranty as allowed by law.

21. Environmental Considerations. Customer acknowledges and agrees that any duty or obligation of SEI or Representatives under this Agreement, at law or in equity is subject to and conditioned upon, among other things, the Premises not containing or being affected in any manner whatsoever by any public or private nuisance, ultra-hazardous or dangerous activity or any hazardous substance ("Environmental Considerations") or the violation of any applicable local, state or federal statute, ordinance, rule, regulation, order or court order arising out of or from, in connection with, resulting from, related to or as a consequence of Environmental Considerations. In the event the Premises contain or are affected by Environmental Considerations, SEI may elect, in its sole and absolute discretion and without any liability whatsoever, to (a) terminate this Agreement pursuant to the paragraph titled "Breach by Customer", or (b) affirm this Agreement. If SEI affirms this Agreement, Customer shall (a) immediately remove all Environmental Considerations at Customer's sole cost and expense and (b) pay SEI for all increased costs to perform this Agreement.

22. Electronic Media. Customer authorizes SEI to scan, image or otherwise convert this Agreement and any ancillary documents into an electronic format of any nature and to destroy all such written documents. Customer agrees that a copy of this Agreement or other ancillary document produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation or arbitration.

23. Execution in Counterparts and by Facsimile or Electronically. This Agreement may be executed in any number of counterparts, any one of which need not contain the signature of more than one party, but all of which shall together constitute one and the same instrument. The parties agree that this Agreement and the signatures affixed hereto may be transmitted and delivered by facsimile or electronically and that all such signatures and this Agreement transmitted or delivered by facsimile or electronically shall be deemed to be originals for all purposes and given the same legal force and effect as the original Agreement and original signatures, including litigation and arbitration.

24. Authorization. SEI and Customer each represent and warrant to the other party that (a) the execution, delivery and performance of this Agreement have been duly authorized by all necessary entity action, and (b) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms.

25. Consent to Call Customer and Call List. Customer for him/her/itself and as the authorized agent of Customer's employees and each person on the Call List from time-to-time, consents to SEI (a) calling each such person's cell phone or mobile device; (b) using automatic dialers; and (c) using a technology known as "robocalling" (unless such person notifies SEI that he/she opts out of this clause).

26. Paragraph Headings. The paragraph titles used herein are for convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

27. Applications. If Customer has subscribed to an application (an "App"), Customer understands and agrees that (a) the App was developed by a third-party App Developer, not SEI; (b) as a condition of downloading and using the App Customer must first agree to and continue to comply with the terms of an end-user license agreement ("EULA"); (c) the EULA is between Customer and the App Developer only; (d) the App Developer, not SEI, is solely responsible for the App; (e) SEI disclaims any and all warranties in connection with the App and shall not be liable for any damage, loss, cost or expense incurred by Customer and related to the App or Customer's use of the App; and (f) as between Customer and SEI, SEI is a third-party beneficiary of the EULA.

Initials: _____

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET

APPANOOSE COUNTY

Fiscal Year July 1, 2022 - June 30, 2023

The APPANOOSE COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

Meeting Date/Time: 10/17/2022 09:15 AM

Contact: Kelly Howard

Phone: (641) 856-6191

Meeting Location: Boardroom, First Floor Courthouse, 201 N 12th St, Centerville, Iowa

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	4,559,100	0	4,559,100
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	321,148	0	321,148
Net Current Property Tax	4	4,237,952	0	4,237,952
Delinquent Property Tax Revenue	5	0	0	0
Penalties, Interest & Costs on Taxes	6	12,000	0	12,000
Other County Taxes/TIF Tax Revenues	7	1,274,196	0	1,274,196
Intergovernmental	8	4,068,215	20,000	4,088,215
Licenses & Permits	9	4,150	0	4,150
Charges for Service	10	341,500	0	341,500
Use of Money & Property	11	30,015	0	30,015
Miscellaneous	12	40,190	14,231	54,421
Subtotal Revenue	13	10,008,218	34,231	10,042,449
Other Financing Sources:				
General Long-Term Debt Proceeds	14	102,530	0	102,530
Operating Transfers In	15	972,759	0	972,759
Proceeds of Fixed Asset Sales	16	0	0	0
Total Revenues & Other Sources	17	11,083,507	34,231	11,117,738
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	3,217,958	500,000	3,717,958
Physical Health and Social Services	19	529,747	14,231	543,978
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	814,471	1,249,000	2,063,471
Roads & Transportation	22	4,318,529	0	4,318,529
Government Services to Residents	23	623,250	0	623,250
Administration	24	1,221,084	200,000	1,421,084
Nonprogram Current	25	0	0	0
Debt Service	26	649,330	1,200	650,530
Capital Projects	27	4,410,000	64,500	4,474,500
Subtotal Expenditures	28	15,784,369	2,028,931	17,813,300
Other Financing Uses:				
Operating Transfers Out	29	972,759	0	972,759
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	16,757,128	2,028,931	18,786,059
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-5,673,621	-1,994,700	-7,668,321
Beginning Fund Balance - July 1, 2022	33	13,390,141	0	13,390,141
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	4,484,206	-44,500	4,439,706
Fund Balance - Committed	37	0	-1,200	-1,200
Fund Balance - Assigned	38	0	0	0
Fund Balance - Unassigned	39	3,232,314	-1,949,000	1,283,314
Total Ending Fund Balance - June 30, 2023	40	7,716,520	-1,994,700	5,721,820

Explanation of Changes: Amending to add APRA allocated expenses totaling \$1,949,000 out of General Fund carryover balance. Adding revenue and expense for Opioid Lawsuit Settlement Fund, \$14,231. Adding revenue and expense for Conservation Department grant projects \$20,000 & \$64,500. Adding previously unknown bond registrar fees for law center bond \$1,200.

RESOLUTION NO 2022-26

APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No 2022-13 dated June 6, 2022 set appropriations by department for Fiscal Year 2023, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Appanoose County, Iowa to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>Amount</u>	<u>Dept# & Name</u>	<u>Amount</u>
22-Conservation	\$113,500	51-Courthouse	\$200,000
57-E911	\$750,000	99-Nondept	\$1,215,431

The above and foregoing resolution was adopted by the Board of Supervisors of Appanoose County, Iowa on October 17, 2022, the vote thereon being as follows:

AYES:

NAYS:

Chairperson, Board of Supervisors

Attest:

Kelly Howard, Appanoose County Auditor