# Clerk's Monthly Report of Fees Collected

State of Iowa

Vendor 919

Cerro Gordo County

# TO THE BOARD OF SUPERVISORS OF CERRO GORDO COUNTY:

I, Stacey Oleson, Clerk 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 me in my office for the month ending March 31, 2025.

Co Attorney Collections	001-8502-041-1100-000000	25022.04	Type 1
Co Attorney-12%	067-8502-041-1100-000000	4467.75	1
Surcharge	002-2030-295-1530-040300	0.00	1
Sheriff's Fees	001-8470-051-1060-040300	4270.98	4
Attorney Fees	002-8470-291-1620-040300	0.00	1
County 9% Surcharge	001-8501-054-1000000000	10.06	Type 1
Collection reimbursement	002-8470-295-1530-040300	201.25	4
Driving-No Proof of Ins	002-8470-295-1530-040300	6069.41	4
Ordinance-Infraction	002-8500-295-1530-040300	8017.17	1
Postage	001-8472-072-9100000000	0.00	Type 4
TOTAL		48,058.66	

All of which is respectfully submitted.

Subscribed and sworn to before me by Steep Oleson

Clerk of the District Court, this day of April , 2025.

Auditor, Cerro Gordo County.



QUOTE

BILL TO JOB LOCATION

Company: CERRO GORDO COUNTY

Company: CERRO GORDO COUNTY

Date: 04/08/2025

Address: 220 NORTH WASHINGTON AVE Address: 220 NORTH WASHINGTON AVE Sales Rep: MIKE HOLMBERG

MASON CITY, IA 50401 Phone:

Email: mikeh@iavwav.com

Contact: Ken Bahls Contact:

Phone: (641) 421 3068 Phone: (641) 421 3068

TITLE

Live Stream Upgrade

# **SCOPE OF WORK**

#### Overview:

Provide and install an integrated audio/video solution to enable high-quality recording and streaming of meetings.

#### Camera System:

- Supply and install a professional-grade PTZ camera with 12x optical zoom capability.
- Integrate camera control into the existing room touch panel interface for streamlined operation.
- · Extend USB connectivity from the camera location to the in-room PC to support video conferencing and recording applications.

#### Ceiling Microphone System:

- Install a Dante-enabled digital ceiling microphone with built-in voice-tracking technology for clear and adaptive audio capture.
- Integrate microphone audio into the room's AV system for remote transmission.

#### Wall Plate Interface:

- Install an in-wall connectivity plate equipped with USB and HDMI ports.
- Supports local content sharing, system recording, and video conferencing (call hosting) via direct PC integration.

#### Infrastructure & Installation:

- · All required cabling, connectors, and mounting hardware will be provided.
- System will be delivered as a turnkey installation, fully tested and ready for immediate use.

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY
Live Stream Upgrade	•		
EHB-250-W	Covid AV	HDBT Set, HDMI 4K60, USB2.0, Aud, Tx-WP+ Rx-Box	1.00
ATND1061DAN	Audio Technica	Beamforming ceiling microphone array with Dante/analog output	1.00
U-BRIDGE 3	Inogeni	Inogeni U-BRIDGE USB 3.0 EXTENDER	1.00
PT12X-SE-WH-G3	PTZ Optics	PTZ camera, featuring 12X Optical Zoom, 1080 Resolution at 60fps	1.00
SLDAN-8-P	QSC	Q-SYS software -based Dante, 8x8 channel license, perpetual.	1.00
CAT6P-BLK	Windy City Wire	23-4 UNS Cat6, Plenum (black)	200.00
INSTALLATION LABOR	IAVWAVCAV	INSTALLATION   COMMISSIONING SERVICES	4.00
TRAVEL CHARGE	IAVWAV	PROJECT TRAVEL LABOR	4.00
FREIGHT	IAVWAVCAV	FREIGHT	1.00



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System Subtotal:	\$6,674.70
Тах:	\$0.00
System Total:	\$6,674.70

### PAYMENT TERMS

BILLING AND PAYMENT: Buyer acknowledges that Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range is selling equipment under this agreement that may be installed by the companies over time. Notwithstanding anything to the contrary in this Agreement, Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range shall be entitled to invoice Buyer an initial down payment, equal to sixty five percent (65%) of the contract purchase price, upon receipt the executed contract. The remaining balance shall be due upon receipt of invoice which will be generated on either; (1) on the first day of beneficial use of the system by the purchaser or; (2) for projects with an installation time frame that exceeds seven (7) days the companies will progress bill a prorated amount for any remaining amounts due for labor or materials installed after receipt of down payments but before the first day of beneficial use of system. Progress Billings are invoiced monthly or by a mutually agreed upon custom schedule for equipment and labor that has been delivered to buyer. A final invoice for all labor and material and sales tax will be generated and due upon first day of beneficial use of the system by the Purchaser.

Buyer shall be obligated to pay such amounts within ten (30) days of invoicing. Late Payments shall be subject to an interest charge of 24% or the maximum rate permitted by the State of Iowa, Wisconsin, Colorado, Wyoming respectively. Delinquent accounts shall be listed as on Service Hold. In the event this contract is declared in default, Service are repairs, including warranty service or repair will not be performed on any account in a service hold status until account has been brought current. Buyer further acknowledges that the installed system may require customization after the system has been commissioned in order to meet the client's specific needs. Customization may include fine tuning of microphones, projectors or other AV components, Control System programming, user training, training manuals or documents (if purchased), or other adjustments. This customization may occur over the subsequent 30 days to 90 days after initial commissioning and will be treated as part of the installation warranty. This time frame could be longer based on the complexity of the system.

Buyer acknowledges that construction delays affecting small parts of the complete system, electrical and building remodeling trades that may be associated with the AV system including network connectivity or IT Companies, unless specifically included in this proposal to be provided by seller are provided by owner or owners representatives at the owners expense. Delay's in construction or other trades that delay installation or final commissioning after buyer has beneficial use of the system shall not be grounds for delay in final payment of the final invoice.

Buyer acknowledges that any conditions detailed in the Billing and Payment section or any warranty items that will be performed after the users first day of beneficial use of the installed system, shall not be considered grounds to delay or withhold any final payments due under this contract. Buyer further acknowledges that no equipment shall be ordered, or any work performed under this contract until down payment has been received by company and finally paid by buyers financial institution.

**PAYMENT METHOD:** IAV, WAV and CAV Front Range currently accepts most forms of payment including checks, ACH, EFT or major credit or debit card by MasterCard, Visa, Discover Network, American Express, Diners Club International. There are no fees associated with checks or ACH fees that are initiated by client thru clients bank. A 4% credit card processing fee will be added on all credit card purchases or ACH transactions initiated by IAVWAV and CAV Front Range for purchases over \$500.00.

Payment ScheduleAmountInitial Down Payment\$4,338.56Final Payment\$2,336.15

Down Payment and Final Payment amounts include applicable tax.



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#### **TERMS & CONDITIONS**

# **CUSTOMER RESPONSIBILITIES:**

- Designate a key customer representative to act as project manager. This individual shall be the primary contact for all communications and have the authority to act on all contractual, administrative, and scheduling decisions.
- Provide ready access to all work areas for IAVWAV personnel.
- · Provide AC power, Analog or Voip lines if needed, and appropriately conditioned physical space as needed.
- Install all conduits, raceways, boxes, cable trays as required, and supplied with a pull string if required otherwise IAV will install wiring in
  walls and plenum.
- Client is responsible for addressing any acoustical or lighting issues that may affect sound quality or glare on video devices that is not
  included in this proposal

#### **EXCLUSIONS:**

- · This proposal excludes all conduits, high voltage wiring, electrical panels, breakers, relays, boxes, receptacles, etc.
- This proposal excludes any drywall replacement, patching, painting, ceiling tile or T-bar modifications, tile replacement, millwork.
   (moldings, trim, cut outs, etc.) and/or repair if determined while on site to be necessary
- Lifts and Rental Unless specifically included as a line item on our proposal, IAVWAV does not include Scissor Lift Rental in the
  estimate of charges. We make every effort to work with other trades to share the use existing scissor or boom lifts on the project site to
  minimize buyer's installation expense. In the event a lift is needed for the project, and it is not available for us to use, we will pass along
  all charges associated with the rental and transportation of lift to site on our final invoice
- · Any required permitting is not included in this proposal and is the responsibility of the buyer.

CHANGES TO CONTRACT: During the course of the project installation, unforeseen site-specific conditions may arise that may necessitate additional equipment, programming or additional labor beyond the scope outlined in this Agreement. Such Conditions may include but are not limited to hidden structural issues, unanticipated installation factors or additional equipment needed to compensate for such factors. The client acknowledges that any additional work or expense resulting from changes to the scope of work outlined in this agreement, including additional equipment or labor will be their responsibility. This includes but is not limited to, the cost of materials, labor, equipment, and any other expenses directly associated with addressing the changes. Any additional work will only be undertaken upon written authorization by client thru a detailed change order. This change order will outline the nature of the additional work, associated cost, and any adjustment to the project timeline or deliverables. Additionally, its important to note that any additional work resulting from the factors stated above does not relieve the client from its responsibilities outlined in the original contract. This disclaimer is intended to ensure transparency and clarity regarding the process of addressing changes that may arise during the project. By executing this contract both parties have read and understand the terms and conditions of this agreement and further acknowledge the potential for unforeseen circumstances and agree to work together to address them in a fair and reasonable manner

BILLING AND PAYMENT: Buyer acknowledges that lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range is selling equipment under this agreement that may be installed by the companies over time. Notwithstanding anything to the contrary in this Agreement, lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range shall be entitled to invoice Buyer an initial down payment, equal to sixty five percent (65%) of the contract purchase price, upon receipt the executed contract. The remaining balance shall be due upon receipt of invoice which will be generated on either; (1) on the first day of beneficial use of the system by the purchaser or; (2) for projects with an installation time frame that exceeds seven (7) days the companies will progress bill a prorated amount for any remaining amounts due for labor or materials installed after receipt of down payments but before the first day of beneficial use of system. Progress Billings are invoiced monthly or by a mutually agreed upon custom schedule for equipment and labor that has been delivered to buyer. A final invoice for all labor and material and sales tax will be generated and due upon first day of beneficial use of the system by the Purchaser.

Buyer shall be obligated to pay such amounts within ten (30) days of invoicing. Late Payments shall be subject to an interest charge of 24% or the maximum rate permitted by the State of Iowa, Wisconsin, Colorado, Wyoming respectively. Delinquent accounts shall be listed as on Service Hold. In the event this contract is declared in default, Service are repairs, including warranty service or repair will not be performed on any account in a service hold status until account has been brought current. Buyer further acknowledges that the installed system may require customization after the system has been commissioned in order to meet the client's specific needs. Customization may include fine tuning of microphones, projectors or other AV components, Control System programming, user training, training manuals or documents (if purchased), or other adjustments. This customization may occur over the subsequent 30 days to 90 days after initial commissioning and will be treated as part of the installation warranty. This time frame could be longer based on the complexity of the system.

Buyer acknowledges that construction delays affecting small parts of the complete system, electrical and building remodeling trades that may be associated with the AV system including network connectivity or IT Companies, unless specifically included in this proposal to be provided by seller are provided by owner or owners representatives at the owners expense. Delay's in construction or other trades that delay installation or final commissioning after buyer has beneficial use of the system shall not be grounds for delay in final payment of the final invoice.

Buyer acknowledges that any conditions detailed in the Billing and Payment section or any warranty items that will be performed after the users first day of beneficial use of the installed system, shall not be considered grounds to delay or withhold any final payments due under this contract. Buyer further acknowledges that no equipment shall be ordered, or any work performed under this contract until down payment has



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been received by company and finally paid by buyers financial institution.

OWNERSHIP OF EQUIPMENT: Title and ownership of all Equipment shall remain in Iowa Audio Video | Wisconsin Audio Video until the total specified in this Agreement is paid in full. If for any reason lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range is compelled to obtain payment through legal or other professional services, then all such legal and collection fees, whether suit is filed, shall be paid by Buyer, including, but not limited to, all attorney's fees and costs incurred in the prosecution and/or appeal of any legal or equitable

In addition to, but not by way of limitation, if Buyer defaults in payment, Iowa Audio Video | Wisconsin Audio Video Commercial Audio Video Front Range, without prior demand, legal process or waiver of any other remedies may declare all payments hereunder immediately due and payable. Iowa Audio Video | Wisconsin Audio Video Commercial Audio Video Front Range may repossess the Equipment in whole or part without liability for trespass or damages for such removal. Said Equipment may be sold if Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range so desires and Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range may apply the proceeds less any expenses for sale, retaking, repair or collection against the unpaid balance.

TAXES: Buyer shall pay any sales, use, property, excise or other taxes or governmental charges arising from this Agreement. Sales tax is calculated and included in the final invoice. Because of variations in local tax rates throughout the region, sales tax is not estimated or included in our quotation. If sales tax is required to be included in the proposal, please notify your representative of this requirement TIME

LIMIT FOR ACCEPTANCE: Pricing is subject to change without further notice. The terms of this agreement, and associated pricing will be honored for thirty (30) days following the receipt of this agreement by client. If not accepted by Buyer within that 30 day time frame, the offer of such terms and/or pricing may be either revoked or pricing may be adjusted on some components without further notice to client by Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range.

INSTALLATION TIMELINE: From award of contract and receipt of down payment Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range would expect to begin installation of the project within 3 -5 weeks or as construction or equipment availability permits. Fine tuning, control programming adjustments and user customization and personalization will occur over a 30-day to 120-day period following the completion of the installation. More complex system could require extra time customizing the programming to the individual user requirements

INSTALLATION: This quotation assumes a standard installation schedule. All Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range labor is to be performed during normal Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range business hours (8:00 to 5:00 M-F, excluding holidays) unless otherwise specified. This Proposal is based on Single Phase Completion of the project. If the work is to be delivered in multiple phases the customer will incur additional charges and includes travel to and from the site to perform our stated scope of work. Additional Site Visits or Delays incurred by Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range employees and their subcontractors due to escorts, clearances, inability to enter workspace, delay's by other trades and/or other factors beyond our control will be invoiced at our current labor rates. Any expedited deliveries or installation schedules are not included, unless specifically identified, and will incur additional charges. Customer is to inform Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range prior project start up, of any times when work cannot be performed.

Buyer hereby grants to Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range or its agent the right to install the Equipment, to the extent such installation is specified above. Buyer represents and warrants that all necessary governmental and third-party approvals for installation of the Equipment have been obtained. Any such installation by Iowa Audio Video | Wisconsin Audio Video shall be made in a good and workmanlike manner. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, strikes or other union bargaining, and all acts not directly attributable to Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range shall not in any way affect the obligations of Buyer and Iowa Audio Video | Wisconsin Audio Video's obligations with respect to such installation shall be suspended during the event causing the delay. Iowa Audio Video | Wisconsin Audio Video shall not be held responsible for any damages for any such delay.

A \$500.00 rush fee plus all applicable rush freight charges shall be billed in addition to the contracted price above for any installation requiring commencement of work less than ten (10) days from execution of contract

INSTALLATION STANDARDS AND TUNING: Our technicians are certified and instructed on the equipment to be installed. We employ industry (NSCA-INFOCOMM/AVIXA) standards in all our installations. This practice ensures consistent measurable performance to a standard as well as efficient troubleshooting should there ever be a need for repair service. Our local technician will be trained to respond to your needs should we be asked to change any aspect of the systems functionality once you begin using the system.

ELECTRICAL: Buyer shall supply all required electrical outlets, adequate power and suitable space with a controlled environment to allow for installation and operation of the Equipment. Buyer shall supply and install all conduits necessary for the installation and operation of the Equipment, if any.

TRAINING: lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range provides one (1) on-site training during normal business hours to your staff at the time of finished installation as part of the basic warranty. Training includes basic operation of the installed system and user controls. Advanced system training on Mixing Consoles or Live Sound including programing is excluded. Subsequent onsite/virtual training is available for purchase at our normal prevailing service rates or is included if buyer elected to purchase the Premier

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Support Package.

USER/OWNER MANUAL: If requested by buyer, in writing, Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range will provide copies of owners manuals which is supplied by equipment manufacturer, if available, in electronic format. A detailed, step by step, "User Manual" or "As Built" line item drawings are NOT INCLUDED in the purchase price. The buyer may request to purchase a custom "User Manual" or "As Built" line item drawings which is created specifically for their system, separately. These documents, if purchased, will be created within 90 days after the completion of the installation.

RETURN OF NEW ITEMS: Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range allows you to return any new, factory-sealed and unopened - uninstalled merchandise within 20 days of your purchase delivery date subject to a re-stocking fee. You may choose a full-credit product exchange or a full credit by the same means payment was made less applicable re-stocking fees. Shipping and labor charges associated with the item are not refundable. All returned merchandise must be un-installed, unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.

**NON-RETURNABLE ITEMS:** Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range is unable to accept returns of the following:

- · Polycom Video / Audio Conferencing Equipment after equipment has been ordered.
- Video Projectors after the equipment has been received by IAVWAV
- · Projection Screens after screens after the screen has entered production by manufacturer
- · LED/LCD Video Wall Panels after equipment has been ordered
- Television Screens due to changes after screens have been received by IAVWAV
- Acoustical Panels

**RESTOCKING FEE:** In the event an item is exchanged or returned there will be a minimum re-stocking charge of 25% plus any labor or freight charges associated with return. Re-Stocking fees vary from manufacturer to manufacturer and in some cases may exceed 25% on certain items. These fees apply to all returns excluding defective or damaged which are covered under the manufacturers warranty.

**STATEMENT OF WARRANTY:** Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range warrants all new equipment sold by them against defects in material and workmanship for (a) manufacturers stated warranty of materials or equipment listed within this proposal and; (b) ninety (90) days on labor associated with installation of a complete system.

Warranty coverage includes complimentary Basic Support and Premier Onsite Support as defined in the subsequent section, during the first ninety (90) days. In the event of any defect in workmanship occurring within (90) days from the warranty commencement date, lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range will repair the defect at no additional charge to Buyer. Warranty commences the first day of beneficial use of the system by the Purchaser.

Warranty activities will take place during Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range normal Business Hours. Any request by purchaser for warranty repair service outside of normal business hours will be billed at Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range prevailing, after hours, rate.

Travel and/or freight charges incurred during the Complimentary Warranty Period are included. After the Complimentary Warranty Period travel charges, that are not covered by the manufacturer warranty, are billable to purchaser. Repair or replacement of defective Equipment shall be IAVWAV's sole liability under this warranty.

Installation of equipment and wiring, listed on this proposal, that is performed by employees of IAV, or others directly contracted by IAV is covered under this warranty. However, Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range shall not be held responsible for the performance of or failure of equipment installed or wired by others.

This warranty is void in case of abuse, misuse, abnormal usage, or faulty installation or repair of equipment by unauthorized personnel. Warranty repairs will not be performed on accounts which are past due or in default.

lowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range hereby expressly disclaims any and all warranties, whether expressed or implied, with respect to any equipment or components not provided by the Seller. The Customer acknowledges and agrees that it is solely responsible for the selection, purchase, installation, and maintenance of any equipment or components, including any request by customer to provide labor to install customer owned equipment that is not provided by Seller. The Seller shall not be responsible for the suitability, performance, or compatibility of any such equipment or components. To the fullest extent permitted by applicable law, the Seller shall not be liable to the Customer or any third party for any damages, losses, or claims arising from the use, installation, accidental damage, malfunction, or performance of equipment or components not provided by the Seller in this agreement.

Buyer shall indemnify Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range and hold it harmless from and against any and all losses, claims and expenses relating to the Equipment, including, without limitation, manufacturer's failure to provide warranty coverage for Flat Screens, losses caused by misuse, abuse, theft, vandalism, accident, or negligence or damage by flood, fire, earthquake, lightning, tornado or any other act of God.

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Many AV installations include a Control Interface (Control System). The Control Interface is individually customized for each client and may require modification to "fine tune" the user experience as the client uses the room. Any required programming modifications associated with the purchased equipment to "fine tune" the user experience during the first ninety (90) days are included and will be performed at no charge to the client. The client agrees that customization of the control interface is anticipated and the potential need for future customization shall not be grounds to withhold final payment of the contract.

The above statement is Iowa Audio Video | Wisconsin Audio Video standard statement of warranty. Any changes or modifications will be for specific contracts only and must be by attachment to this statement and referenced on this statement.

# Support Tickets are placed thru our support portal which can be found at:

- Iowa Audio Video www.iowaaudiovideo.com/iav/support, emailed serviceiav@iavwav.com, Phone 515-457-1199
- Wisconsin Audio Video www.wisconsin-audiovideo.com/wav/support , emailed servicwav@iavwav.com, Phone 608-273-3676
- Commercial Audio Video Front Range <a href="www.cavfrontrange/support">www.cavfrontrange/support</a>, emailed service@cavfrontrange.com, Phone 800-736-5094
  On-Site response is performed during normal business hours, 9AM 4PM, Monday Friday. Help Desk and emergency on-site is performed Saturday's 9AM 3PM.

**ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior conversations, representations, promises and warranties, whether verbal or written, with respect to the subject matter hereof. No modifications hereafter shall be valid unless made in writing and signed by each party.

LAW GOVERNING: In the event of a dispute this Agreement shall be governed by and in accordance with the laws of the state of lowa, where lowa Audio Video maintains it principal place of business and the state of Wisconsin where Wisconsin Audio Video, maintains its principal place of business, the state of Wyoming where Commercial Audio Video Front Range maintains it place of business, and is applicable to contracts made and to be performed wholly within such state. Venue shall rest with the court of general jurisdiction located in Polk county where lowa Audio Video maintains its principal place of business and Dane County where Wisconsin Audio Video, maintains such principal place of business. If any provision of this Agreement is deemed unenforceable (in whole or in part) by a Court of competent jurisdiction the parties agree that such Court shall amend or delete such provision to effectuate the intent of such provision and of this Agreement to the maximum extent that is enforceable.

**IDENTITY OF BUYER:** Buyer agrees that Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range may disclose the identity of Buyer about the marketing of its products and services to potential customers and in connection therewith may disclose any terms, other than the financial terms, of this Agreement. The undersigned represents they have read and agree to all the terms and conditions set forth in the Agreement. This Agreement shall become binding on the parties hereto when signed by Buyer and accepted and approved by an authorized officer of Iowa Audio Video | Wisconsin Audio Video | Commercial Audio Video Front Range.

IF YOU WISH TO ACCEPT THIS PRO	POSAL AND RELATED STATEMENT OF	WORK, PLEASE SIGN AND RETURN
BUYER:	SIGNATURE:	DATE:
(Print Name)		D/112.

Tues Apr 15th 6pm



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149

Maria E. Brownell 515.246.0322 mbrownell@ahlerslaw.com

www.ahlerslaw.com

April 7, 2025

# Via E-Mail

Tom Meyer Chief Administrative Officer Cerro Gordo County 220 North Washington Avenue Mason City, IA 50401

RE: Ranger Power project in Cerro Gordo County – 2025 Iowa Utilities Commission

proceedings

Dear Mr. Meyer:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent Cerro Gordo County, Iowa, acting by and through its Board of Supervisors (the "County") in connection with matters related to the 2025 Iowa Utilities Commission proceedings involving a solar project proposed by Ranger Power. This engagement will involve advising the Board in connection to Ranger Power, LLC's application to the Iowa Utilities Commission for a generating certificate (the 2025 Iowa Utilities Commission Permit) and providing the necessary related legal services upon request of the Board.

# ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the County will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the County's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the above-described services have been completed and our final invoice has been paid.

#### FEES

Tim Whipple and I will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Mr. Whipple's current hourly rate is \$390 and my current hourly rate is \$310. Work performed by other attorneys will be billed at their current hourly rate (currently ranging from \$210-\$525 per hour). Work by legal assistants is

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currently billed at \$155-\$165 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the County terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the County for the services rendered as of the date of termination based on the hourly rates of those who provided services.

#### RECORDS

At the County's request, any documents furnished by the County will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

# APPROVAL

Please carefully review the terms and conditions of this Agreement. If these arrangements are acceptable with you, please present this letter to the Board of Supervisors for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the County and we look forward to working with you on this matter.

AHLERS & COONEY, P.C.

Maria E. Brownell

Very truly yours,

Accepted:	
Board of Supervisors of Cerro Gordo County, Jo	owa*
Ву	Date:

April	7,	2025
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\*Approved by action of the Board of Supervisors on \_\_\_\_\_\_\_\_, 2025. 4926-4054-9938-2\14092-053