



OFFICE OF AUDITOR OF STATE
STATE OF IOWA

Rob Sand
Auditor of State

State Capitol Building
Des Moines, Iowa 50319-0004
Telephone (515) 281-5834

December 4, 2025

Kristi Onstot
Executive Council
L O C A L

Subject: Damages to Generator, Meter, Rooftop Heating & Ventilation Components due to
Lightning Strike on June 26, 2025
Department of Health & Human Services – Eldora State Training School
Claim dated October 27, 2025
AOS Claim ID: 4142

In accordance with Executive Council policy, we have examined the claim for 29C.20 funds for the above-mentioned damage. It is our conclusion that the above damage incurred by the Eldora State Training School - Department of Health & Human Services is covered by Chapter 29C.20 of the Code of Iowa. Therefore, we recommend an Executive Council allocation and reimbursement in the amount of \$5,467.41.

Sincerely,

A handwritten signature in black ink, appearing to read "Brian R. Brustkern".

Brian R. Brustkern, CPA
Deputy Auditor of State

cc: Larry Johnson, Director, Department of Health & Human Services
Chris Olson, Superintendent, Eldora State Training School – Department of Health &
Human Services
Heather Hackbarth, Department of Management

Signature Request

October 27, 2025

Memorandum for the Director

Through: Cory Turner, M.L.S., Division Director, State-Operated Specialty Care (SOSC)

From: Eric W. DeTemmerman, MHA, Executive Officer 2, SOSC

Subject: STS 29C.20 Request 6/26/2025

Return to: Eric W. DeTemmerman, MHA, Executive Officer 2, SOSC

Bobbi Jo Erskine, Executive Officer 1, SOSC

Purpose:

The purpose of this memorandum is to obtain the Directors signature authorizing the review of a 29C.20 request for reimbursement by the Office of Auditor of State (AOS) and Executive Council.

Background/Summary:

On June 26, 2025, the State Training School (STS) at Eldora sustained damage to a generator, an electrical meter, and rooftop heating and ventilation components due to lightning strikes. The damage was reported to the Auditor's Office on the following day June 27, 2025, with resulting AOS claim #4142.

Discussion:

Repairs of the damaged equipment have been completed totaling \$5,467.41. SOSC is requesting allocation and reimbursement of this amount to remediate the damage caused by the lightning. Two (2) invoices have been paid by STS and are enclosed for review.

Recommendation:

Please sign the appropriate enclosed documents allowing for Auditor's Office and Executive Council review and reimbursement of STS costs due to storm damage.

Priority and Explanation of Time-Sensitive Factors:

The request for allocation for reimbursement will first be reviewed by the Office of the AOS followed by the Executive Council and it is important to get the requests to them for review as soon as possible to recoup costs.

Participants:

Chris Olson, Superintendent, STS

Director's Decision:

☒ Approved

☐ Not Approved

☐ Modify

☐ Schedule Briefing

Comments/Acknowledgement

29C.20 AOS Claim #4142

June 26, 2025, State Training School Lightning Strike

Vendor	Invoice #	Invoice Date	Cost	Date Paid	STS - GAX	Lightening Strike Date
Cummins	J5-250749081	7/16/2025	\$ 5,033.50	7/25/2025	400EL25206009	6/26/2026
Siemens	5332013626	7/9/2025	\$ 433.91	7/25/2025	400EL25206019	6/26/2026

Total \$ 5,467.41



Kim Reynolds, Governor

Larry Johnson, Director

Tammy Hollingsworth
Office of Auditor of State
Local

Dear Ms. Hollingsworth:

On June 26, 2025, the State Training School (STS) at Eldora facility sustained damage to a generator, an electrical meter, and rooftop heating and ventilation components due to lightning strikes. The damage was reported to the Auditor's Office on the following day June 27, 2025, with resulting AOS claim #4142.

Repairs of the damaged equipment have been completed totaling \$5,467.41. I am requesting allocation and reimbursement of this amount to remediate the damage caused by the lightning. Invoices (2) have been paid by STS and are enclosed for review.

If you have any questions or need additional information, please contact Eric W. DeTemmerman directly via phone at (515) 377-0058. I appreciate your consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Larry Johnson", written over a horizontal blue line.

Larry Johnson (Oct 27, 2025 14:22:21 CDT)

Larry Johnson,
Director
LJ/edt

Enclosures

Cc: Victoria Newton, Executive Council/Treasurer of State
Chris Olson, Superintendent, STS



CEDAR RAPIDS IA BRANCH
625 33RD AVE SW
CEDAR RAPIDS, IA 52404-
(319)366-7537

Payment terms are 30 days from invoice date unless
otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

**INVOICE NO**

J5-250749081

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

STATE TRAINING SCHOOL
3211 EDGINGTON AVE
ELDORA, IA 50627-8295

OWNER

STATE TRAINING SCHOOL
3211 EDGINGTON AVE
KEVIN KNUDSON
ELDORA, IA 50627-
RYAN SCHRAGER - 641 8585402

PAGE 2 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-JUL-2025		09-JUL-2003	1000DFHD		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
92229		27-JUN-2025	D030489540		1000DFHD
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
103351	MK281		/ 1455		ELDORA

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

D030489540

YEAR 2003

1	1	BMXDD11602	DIG 16I 24	EXPART3	437.59	437.59
1	1	BMXFTB2010	TERMINAL STRIP	EXPART2	94.81	94.81
PARTS:						532.40
PARTS COVERAGE CREDIT:						0.00 CR
TOTAL PARTS:					532.40	
SURCHARGE TOTAL:						0.00
LABOR:						2,030.40
LABOR COVERAGE CREDIT:						0.00 CR
TOTAL LABOR:					2,030.40	
TRAVEL:						1,663.20
TRAVEL COVERAGE CREDIT:						0.00 CR
TOTAL TRAVEL:					1,663.20	
MISC.:						807.50
MISC. COVERAGE CREDIT:						0.00 CR
TOTAL MISC.:					807.50	
ROAD MILEAGE FS PG						1,066.50
DISCOUNT LABOR-SALES						-259.00
TAX EXEMPT NUMBERS:					LOCAL	0.00

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES
HAVE BEEN READ AND FULLY UNDERSTOOD.

SUB TOTAL: 5,033.50

TOTAL TAX: 0.00

TOTAL AMOUNT: US \$ 5,033.50

AUTHORIZED BY (print name)

SIGNATURE

DATE

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signor represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement.



Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The parties agree that the terms of this Agreement shall prevail over any other terms and conditions. 1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) the Quote Validation Period is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all of any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, inmates, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment. 3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice. 5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to the actual charges. If any change in the destination of the Goods is required, the charges shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either: (i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars (\$25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services.

Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) loan, remove, or otherwise dispose of the undelivered Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. DELAYS. Any delivery, shipping, installation, or performance date indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargoes, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins.

supplies, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under the Agreement. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.

General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 500 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.

Used Goods: Used Goods are sold "as is, where is, as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase. THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the court of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins. 12. CANCELLATION; TERMINATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written request, in addition to the actual, non-recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer defaults by (i) breaching any term of this Agreement, (ii) notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making any assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement.

If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. REFUNDS; CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins. 14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of these laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. MISCELLANEOUS. All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

19. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 28 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



Sales and Service

Credit Administration
P.O. Box 55087
Indianapolis, IN 46205



RECEIVED JUL 22 2025

373 2 MB 0.672 3

State Training School
3211 Edgington Ave
Eldora, IA 50627-8362



****Important Change to our US Based payment processing procedures****

We are informing you of an important change to our payment processing procedures that will impact **US based** business transactions. We greatly value your business and want to ensure transparency in all aspects of our services.

Starting on Jan. 1, 2025, we will begin implementing a surcharge fee on all credit card transactions for customers with on-account charge terms. This fee allows Cummins to continue offering multiple payment options, while keeping product costs down for all customers.

Go Green with Us



Simply use the **"Contact Us"** button within the portal to request a switch to email delivery and provide the following details:

1. Email address for invoice delivery
2. PDF preference (choose one option below)
 - One email / multiple Invoices / individual PDF files
 - One email / multiple invoices / zip file with multiple PDF files
 - 1/1 correlation of email to invoice PDF file

If you have not already registered as a user, we encourage you to do so today.
Please visit us online at customerpayment.cummins.com.



CEDAR RAPIDS IA BRANCH
625 33RD AVE SW
CEDAR RAPIDS, IA 52404-
(319)366-7537

Payment terms are 30 days from invoice date unless
otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639



INVOICE NO

J5-250749081

TO PAY ONLINE LOGON TO
customerpayment.cummins.com

BILL TO

STATE TRAINING SCHOOL
3211 EDGINGTON AVE
ELDORA, IA 50627-8295

OWNER

STATE TRAINING SCHOOL
3211 EDGINGTON AVE
KEVIN KNUDSON
ELDORA, IA 50627-
RYAN SCHRAGER - 641 8585402

PAGE 1 OF 2

*** CHARGE ***

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
16-JUL-2025		09-JUL-2003	1000DFHD		ONAN
CUSTOMER NO.	SHIP VIA	FAIL DATE	ENGINE SERIAL NO.	CPL NO.	EQUIPMENT MODEL
92229		27-JUN-2025	D030489540		1000DFHD
REF. NO.	SALES PERSON	PARTS DISP.	MILEAGE/HOURS	PUMP CODE	UNIT NO.
103351	MK281		/ 1455		ELDORA

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
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OSN/MSN/VIN

D030489540

YEAR 2003

COMPLAINT

CAUSE

CORRECTION

TECHNICIAN TO TROUBLESHOOT WHY GENERATOR DID NOT START DURING POWER OUTAGE, PLC
COMMS FAILURE FAULT.
GENSET DID NOT START DURING PARTIAL POWER OUTAGE
TRAVEL
ADMINISTRATIVE TIME
TECHNICIAN ADMINISTRATIVE TIME - ROAD/FIELD REPAIR
TECHNICIAN ADMINISTRATIVE TIME - NON-FIELD ACTION SERVICE EVENTS
JOB SAFETY ASSESSMENT
MISC

6/27/25 729 DROVE TO SITE AND PERFORMED JSA AND THEN GOT ACCESS TO THE GENERATOR.
FOUND THE PLC WAS DEAD SO I CHECKED VOLTAGE GOING TO IT AND HAD 0VDC. FOUND THE
BREAKER WAS TRIPPED SO I TRIED TO RESET IT AND IT JUST TRIPPED RIGHT AWAY. REMOVED THE
PLC POWER SUPPLY FROM THE BASE AND THEN PLUGGED IT BACK IN AND THE BREAKER TRIPPED
RIGHT AWAY AGAIN. RECOMMEND REPLACING THE PLC POWER SUPPLY.
7/1/25 729 DROVE TO SITE AND REMOVED THE OLD PLC POWER SUPPLY AND INSTALLED THE NEW
POWER SUPPLY. TURNED THE BREAKER ON AND IT STILL TRIPPED INSTANTLY. SWITCH WIRES TO
ANOTHER BREAKER AND IT DID THE SAME THING. PUT WIRES BACK TO ORIGINAL SPOTS AND THEN
REMOVED THE 732 WIRE FROM THE POWER SUPPLY AND THE BREAKER DIDN'T TRIPP. TRACED
THAT WIRE TO THE INPUT CARD IN SLOT 2. OHMED IT OUT TO THE 734 WIRE ACROSS FROM IT A D I
HAD CONTINUITY (FROM POS. TO NEG. RECOMMEND REPLACING THE INPUT CARD
7/9/25 729 DROVE TO SITE AND REPLACED THE INPUT CARD AND THEN TURNED THE BREAKER ON.
THE BREAKER DIDN'T TRIP SO I GOT THE OK TO RUN A TEST WITH LOAD. DURING THE TEST THE
GENERATOR. STARTED AND A FAULT FOR MINIMUM CAPACITY NOT MET CAME ACTIVATE AND THE
GENERATOR BREAKER CLOSED HARD AND TRIPPED THE UTILITY BREAKER. RESET THE BREAKER
AND THE FAULTS ON THE DMC AND THEN ENDED THE TEST. EVERYTHING WORKED PROPERLY
GOING BACK TO UTILITY. WENT THROUGH THE GENERATOR SETTINGS AND FOUND THE REQUIRED
ONLINE CAPACITY WAS AT 0KW SO I CHANGED IT TO 1000KW. TALKED TO KYLE AND FOUND THE FAN
WAS NOT TURNING RED AND SPINNING WHEN THE GENERATOR WAS RUNNING. CHECKED VOLTAGE
TO THE RELAY AND FOUND IT HAD 0VDC. TRACED THE WIRE BACK TO A BREAKER THAT WAS OFF.
TURNED THE BREAKER ON AND THEN RAN ANOTHER TEST WITH LOAD FROM THE DMC AND THEN
RAN ANOTHER TEST FROM THE REMOTE TOUCHSCREEN AND EVERYTHING WORKED PROPERLY.

COVERAGE

BILLABLE REPAIR

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS
DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE
EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE
BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name) _____ SIGNATURE _____ DATE _____



GAX 400 4200

400EL25206009 1

PAGE: 1 of 2

STATE OF IOWA
GENERAL ACCOUNTING EXPENDITURE

DOCUMENT NAME:

Cummins - Invoice # J5-250749081

BFY: 2025 FY: 2025 PERIOD: 13 VENDOR LINES: 1 DOCUMENT TOTAL: \$5,033.50

CREATION DATE: 07-25-2025

DOCUMENT DESCRIPTION:

Cummins - Invoice # J5-250749081

EXTENDED DESCRIPTION:

ENTERED BY: dblock

LAST USER: dblock

MR 7-25-25
AW 7/25/25



GAX 400 4200

400EL25206009 1

PAGE: 2 of 2

STATE OF IOWA
GENERAL ACCOUNTING EXPENDITURE

VNDR LN: 1 VENDOR NUMBER: 00003104792 ADDR ID: AD002 AMOUNT: \$5,033.50
DISB TYPE: Check

Cummins Inc
Cummins Sales and Service

PO Box 772639
Detroit, MI 48277-2639

OVERRIDE ADDRESS:

ACCT LN: 1 BFY: FY: PERIOD: EVENT TYPE: AP01 LINE AMOUNT: \$5,033.50
REF DOC: REF VNDR LN: REF ACTG LN: REF TYPE: PARTIAL

CHECK DESCR:

Cummins - Invoice # J5-250749081

ACCT LINE DESC:

Cummins - Invoice # J5-250749081

FUND	DEPT	UNIT / SUB	APPR	OBJT / SUB	REV / SUB
0001	400	4212	K61	2513	
MJR PRG	PROGM	PHASE	PRG PERIOD		
FCLTY	ELDOR1		FCLTY		

**State Training School
Eldora, Iowa**

PURCHASE ORDER

Must be completed and approved before purchase is made

1. Complete Purchase order.
2. Submit to your Supervisor for approval.
3. Supervisor, submit to the Business office for approval of funds.
4. Make purchase.
5. Submit Purchase order and receipt to Business Office

Date: 7-24-25

Request the purchase of the following items:

Highway Genie

From (Business name): Cummins

For the purpose of:

Invoice # J5-250749081. Technician troubleshoot why generator did not start during power outage.

Cost: \$5,033.50

Requested By: Ryan Schrage / Danae Block

Authorizing Supervisor: _____

W

Business Office approval: _____

Fund: _____

Org: 409 4212 - 2513

Account: _____

Note: After the purchase the invoice, packing slip, or the receipt must be attached to the Purchase Order and submitted to the Business Office the same day as the purchase. If the Business Office is closed please place form in the Business Office door night drop box.



Page 1 of 1

ELDORA STATE TRAINING
PO#400EL25190001/RYAN
SCHRAGE
3211 EDGINGTON AVE
ELDORA IA 50627-8362

RECEIVED JUL 18 2025

For shipment to California, "Displays exceeding 4" include the e-Waste recycle fee up to \$10 per item.



Printed On:
07/09/25 11:28:58

Page 1 of 1

Bill To: STATE OF IOWA DEPARTMENT OF HUMAN SERVICES 3211 EDGINGTON AVE ELDORA IA 50627-8362	Comments: Incoterms :Prepaid and Add PLANTS Freight Forwarder: Best Way Shipping Method: Parcel Standard
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This order acknowledgement is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this order acknowledgement, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site: <https://www.siemens.com/download?A6V11694115>. BY ACCEPTING THIS ORDER ACKNOWLEDGEMENT, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	Req Shipping Date	Order Qty	Estimated Shipping Date	Scheduled Shipping Qty	Unit Price USD	Total Price USD
11	<p>S54370-B2-A1 / S54370-B2-A1</p> <p>XTRI-D DUAL INPUT MON MOD WITH ISOLATOR</p> <p>HTS: 8531907500 ECCN: EAR99 Country Of Origin IN</p> <p>Customer PO Item #: 10</p> <p>Tarrif charge total</p> <p>Total Tax</p> <p>Contact: Customer Service</p> <p>Siemens Industry, Inc.</p> <p>Des Moines Sales Office</p> <p>7901 Birchwood Court,Suite 109</p> <p>JOHNSTON IA 50131</p> <p>USA</p> <p>Phone: (515)963-1400</p> <p>Fax: (515)963-1401</p>	07/09/25	2 PC	07/09/25	2 PC	187.90	<p>375.80</p> <p>37.58</p> <p>0.00</p>

Order Status: Not delivered	Payment Terms: Net Due 30 Days from invoice date	Order Total:	413.38
We hereby certify that these goods were produced in compliance with all the applicable requirements of Section 6, 7, and 12 of the Fair Labor Standards Act, as amended, and regulations and orders of the United States Department of Labor issued under Section 14, thereof."			

Cust Document No
Ryan Schrage

Cust Document Date 07/09/2025
Req. Delivery Date

Sales Group-Quotation No B17 - 2002387818
Date 07/09/2025

Quotation No
2002387818

Quotation Date
07/09/2025

Validity Period
07/09/2025 to 09/30/2025

Customer No
30137256

Page 1 of 2

Sold To:

Ship To:

STATE OF IOWA
DEPARTMENT OF HUMAN SERVICES
3211 EDGINGTON AVE
ELDORA IA 50627-8362
Contact Person: Kip Knutson

ELDORA STATE TRAINING
3211 EDGINGTON AVE
ELDORA IA 50627-8362

Bill To:

STATE OF IOWA
DEPARTMENT OF HUMAN SERVICES
3211 EDGINGTON AVE
ELDORA IA 50627-8362

Freight Forwarder: Best Way

This quote is subject to the Siemens Industry, Inc., Smart Infrastructure terms and conditions applicable to the products and services sold pursuant to this quote, which shall govern in the event of any conflict with any other terms or conditions, specifications, proposal, purchase order, acknowledgment or other document. These terms can be viewed at the following site:
<https://www.siemens.com/download?A6V11694115> BY ACCEPTING THIS QUOTE, YOU AFFIRM THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY ITS CONDITIONS INCLUDING ANY AND ALL REFERENCED AND INCORPORATED DOCUMENTS THEREIN.

Line Item	Material Number/Description	Qty	Unit Price USD	Total Price USD
10	S54370-B2-A1 / S54370-B2-A1 XTRI-D DUAL INPUT MON MOD WITH ISOLATOR HTS: 8531907500 ECCN: EAR99 Country Of Origin: IN Comments : CUSTOMER ACCEPTANCE The foregoing is hereby accepted _____ (Name of Customer's Authorized Representative) _____ (Signature) _____ (Title) _____ (Date) Contact: Customer Service Siemens Industry, Inc. Des Moines Sales Office 7901 Birchwood Court, Suite 109 Johnston IA 50131 Phone: (515)963-1400 Fax: (515)963-1401	2 PC	187.90	375.80
Tariff charge total				37.58

Payment Terms: Net Due 30 Days from invoice date

Expected Order Total: 413.38



GAX 400 4200

400EL25206019 1

PAGE: 1 of 2

STATE OF IOWA
GENERAL ACCOUNTING EXPENDITURE

DOCUMENT NAME:

Siemens - Invoice # 5332013626

BFY: 2026 FY: 2026 PERIOD:

VENDOR LINES: 1

DOCUMENT TOTAL: \$433.91

CREATION DATE: 07-25-2025

DOCUMENT DESCRIPTION:

Siemens - Invoice # 5332013626

EXTENDED DESCRIPTION:

ENTERED BY: dblock

LAST USER: dblock

MR 7-15-25
RN 7/23/25
CD 7/23/25



GAX 400 4200

400EL25206019 1

PAGE: 2 of 2

STATE OF IOWA
GENERAL ACCOUNTING EXPENDITURE

VNDR LN: 1 VENDOR NUMBER: 00002089901 ADDR ID: AD008 AMOUNT: \$433.91
DISB TYPE: EFT

Siemens Industry Inc

C/O CITIBANK BLDG TECH
PO BOX 2134
CAROL STREAM, IL 60132-2134

OVERRIDE ADDRESS:

ACCT LN: 1 BFY: FY: PERIOD: EVENT TYPE: AP01 LINE AMOUNT: \$433.91
REF DOC: REF VNDR LN: REF ACTG LN: REF TYPE: PARTIAL

CHECK DESCR:

Siemens - Invoice # 5332013626

ACCT LINE DESC:

Siemens - Invoice # 5332013626

FUND	DEPT	UNIT / SUB	APPR	OBJT / SUB	REV / SUB
0001	400	4212	K61	2516	
MJR PRG	PROGM	PHASE	PRG PERIOD		
FCLTY	ELDOR1		FCLTY		

Block, Danae [HHS]

From: Schrage, Ryan [HHS]
Sent: Wednesday, July 9, 2025 7:33 AM
To: Biljan, Joseph
Cc: Block, Danae [HHS]
Subject: order 2

We had a lightning strike on campus and had to replace XTRI-D. Can we get two ordered for the Eldora State Training School please.

Ryan Schrage
Plant Operations Manager
State Training School
Iowa Department of Health and Human Services
3211 Edgington Ave, Eldora, IA 50627
641-858-5402 x4103
ryan.schrage@hhs.iowa.gov
<http://hhs.iowa.gov/state-training-school>



Health and Human Services

**State Training School
Eldora, Iowa**

PURCHASE ORDER

Must be completed and approved before purchase is made

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3. Supervisor, submit to the Business office for approval of funds.
4. Make purchase.
5. Submit Purchase order and receipt to Business Office

*LIGHTNING
STRIKE*

Date: 7-25-25

Request the purchase of the following items:

From (Business name): Siemens - Fy26

For the purpose of:

Dual input monitor with isolator (qty: 2).

Invoice # 5332013626.

Cost - \$433.91

Requested By: Ryan Schrage / Danae Block

Authorizing Supervisor: _____

Business Office approval: _____

Fund: Org: 409 4212 - 2516

Account: _____

Note: After the purchase the invoice, packing slip, or the receipt must be attached to the Purchase Order and submitted to the Business Office the same day as the purchase. If the Business Office is closed please place form in the Business Office door night drop box.




SOSC - SN26101 - Authorize review of a 29C.20 request for reimbursement by the Office of Auditor of State (AOS) and Executive Council.

Final Audit Report

2025-10-27

Created:	2025-10-27
By:	Polly Roll (polly.roll@hhs.iowa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAI8_D4TMWcPQvX6hp_tCblFpLfvyHGBw

"SOSC - SN26101 - Authorize review of a 29C.20 request for reimbursement by the Office of Auditor of State (AOS) and Executive Council." History

-  Document created by Polly Roll (polly.roll@hhs.iowa.gov)
2025-10-27 - 6:16:00 PM GMT- IP address: 165.206.57.242
-  Document emailed to larry.johnson@hhs.iowa.gov for signature
2025-10-27 - 6:22:49 PM GMT
-  Email viewed by larry.johnson@hhs.iowa.gov
2025-10-27 - 7:21:37 PM GMT- IP address: 174.198.65.215
-  Signer larry.johnson@hhs.iowa.gov entered name at signing as Larry Johnson
2025-10-27 - 7:22:19 PM GMT- IP address: 174.198.65.215
-  Document e-signed by Larry Johnson (larry.johnson@hhs.iowa.gov)
Signature Date: 2025-10-27 - 7:22:21 PM GMT - Time Source: server- IP address: 174.198.65.215
-  Agreement completed.
2025-10-27 - 7:22:21 PM GMT