



Council Study Meeting  
June 11, 2012  
6:00 p.m.  
City Council Chambers

Agenda

1. Homeland Security Bureau Presentation
2. IMU Board of Trustee Update

**Meeting Date:** 06/11/2012

---

**Information**

**Subject**

Homeland Security Bureau Presentation

**Information**

Attached is information provided by the Des Moines Police Dept summarizing what the Homeland Security Bureau provides. Indianola Detective/Sergeant Brian Sher, Des Moines Lieutenant Mark Buzynski and Sergeant Russ Schafnitz will attend to provide a brief presentation and answer questions.

To provide some background information, in 2007 Indianola joined the Metro Homeland Security 28-E Agreement along with Des Moines, Altoona, Ankeny, Bondurant, Carlisle, Clive, DeSota, Grimes, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines, Windsor Heights, Polk, Dallas, and Warren Counties for funding and implementation of services in the metropolitan area. Des Moines provides the vast majority of services that include:

- WMD/CBRNE Tactical Response Team (Metro STAR Unit)
- Des Moines Bomb squad
- Region 5 Fusion Center Services
- Des Moines identification section

Other agreement elements include:

- Entities pay respective amounts on or before July 31 of each of the next three fiscal years beginning July 1, 2012
- The City of Des Moines will provide an annual report no later than February 1 of each year
- Each entity may appoint one public safety employee and one management employee to the Advisory Committee. This advisory committee will meet once per year to review annual report and provide comments to Des Moines Police Department. Indianola's appointments are Chiefs Brian Seymour and Steve Bonnett.

A fee schedule showing Indianola's share at \$17,685.27/year for the next three years as well as the agreement approved in November 2011 is attached.

Indianola and cities other than Des Moines are unable to finance these services on their own so the partnership is very advantageous. An example of these services includes an incident in 2010 when a domestic abuse situation turned into a standoff at the 200 block of North "F" Street. About 60 personnel assisted our PD in a situation that ended peacefully.

---

**Attachments**

Homeland Security

# **Des Moines Police Department**

## **Homeland Security Bureau**

The Des Moines Homeland Security Bureau was created in response to the terrorist attacks that occurred on 9/11/2001. The primary goals of the Bureau are to gather and disseminate intelligence information, be prepared to combat any acts of terrorism, assist on natural disasters and be a resource for the metropolitan community and State of Iowa.

### **METRO S.T.A.R**

- The Metro S.T.A.R. Unit is comprised of 86 personnel from the Des Moines Police Department, Polk County Sheriff's Office, Warren County Sheriff's Office, Windsor Heights Police Department and Indianola Police Department.
- Teams within the Unit consist of
  - 12 person Weapons of Mass Destruction Team
    - 4 positions and 4 vehicles paid through MAC Agreement
  - 8 person Bomb Squad
  - 2 specially trained Identification Technicians
  - 10 person SCUBA Dive/Swift Water Boat Operator Team\*\*
  - 11 person Hostage Negotiator Team\*\*
  - 8 Tactical Dispatchers\*\*
  - Four 10 person entry teams\*\*
  - Two 9 person Marksman/Observer Teams\*\*

### **REGION 5 INFORMATION SHARING OFFICE**

- Comprised of three law enforcement personnel and two Investigative Assistants/Analysts
- Provides information sharing with regional agencies through meetings and bulletin distribution, regional criminal and terrorist activity updates, assistance to private and public sectors in prevention and response to incidents that have local and national impacts and training assistance for law enforcement, the public and private sectors consisting of criminal activities, terrorist threat awareness and natural disaster preparedness.
- The Region 5 Information Sharing Office disseminated 394 Intelligence Bulletins in 2011

**\*\*These capabilities are provided to the metro area, however, they are not required by the current MAC Agreement.**

## **METRO AREA RESPONSES**

**2011**

### **WARRANTS/DEPLOYMENTS**

- 33 High risk warrants
- 83 deployments
- 47 Bomb Squad deployments.

### **RECENT RESPONSES TO OTHER AGENCIES BY METRO S.T.A.R.**

- Dive operation in Oskaloosa to restore safe water supply (August 2010)
- Barricaded suspect in the City of Indianola (December 2010)
- Barricaded suicidal suspect on NE 62<sup>nd</sup> Avenue in Polk County (May 2011)
- Multiple agency search warrants (MINE) on NW 44<sup>th</sup> in Polk City (March 2011)
- Dive operation for Urbandale PD to search for gun in DSM River (March 2011)
- Dive operation for West Des Moines PD Homicide (April 2011)
- Dive recovery operation in Johnston on a drowning accident (April 2011)
- Multiple agency search warrants (DNE) in Des Moines (September 2011)
- Barricaded suspect on NE 27<sup>th</sup>, with shots fired, in Polk County (November 2011)
- Multiple agency search warrants (MINE) in Des Moines (December 2011)

### **RECENT RESPONSES TO OTHER AGENCIES BY BOMB SQUAD**

- K9 assist in shooting investigation for Urbandale PD (February 2011)
- Live 20mm high explosive round for Urbandale PD (March 2011)
- Meth lab with suspected bomb, found to be a hoax device, for Polk City (March 2011)
- Pipe bomb for Story County (May 2011)
- Pipe bomb in Des Moines (July 2011)
- K9 assist to find weapon magazine dropped by Ankeny PD Officer (August 2011)
- Live grenade for Johnston PD (October 2011)
- East High School post blast investigation in Des Moines (November 2011)
- Suspicious mail package to Newt Gingrich headquarters in Des Moines (December 2011)

## **PARTNERSHIPS**

### **EQUIPMENT AND TRAINING**

#### **PARTNERSHIPS**

The Homeland Security Bureau maintains active partnerships with the following agencies:

- Des Moines Fire HazMat Team
- State of Iowa's five other Weapons of Mass Destruction Teams,
- State of Iowa's seven other Bomb Teams
- Iowa Homeland Security and Emergency Management
- Polk County Emergency Management
- Federal Bureau of Investigations
- Joint Terrorism Task Force
- U.S. Secret Service
- U.S. Marshal's Office
- U.S. Postal Inspectors
- Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives
- Drug Enforcement Administration

#### **EQUIPMENT**

Since 2002, the Metro S.T.A.R. Unit has obtained several pieces of equipment through department funding, the Metropolitan initiative and Iowa Homeland Security and Emergency Management grants. None of this equipment was purchased through the MAC Agreement. This equipment consists of:

- (2) Boats
- (1) Cube Van (Equipment Van)
- (1) RDV (Rapid Deployment Vehicle)
- (1) Mobile Command Post
- (1) Hostage Negotiator Van
- (1) SCUBA Dive Truck
- (1) Bear Cat (Armored Personnel Carrier)
- (1) Bomb Truck
- (1) Bomb Van
- (1) SWAT Robot
- (2) Bomb Robots
- (1) Surveillance Vehicle.

## TRAINING

- During 2011, the combined Metro S.T.A.R. Unit personnel participated in training totaling 20,549 hours
- The Bomb Squad trained 1,682 hours
- The Bomb Canines trained 640 hours; the Negotiators trained 584 hours; the Entry Teams trained 5,760 hours; the Marksman/Observer Teams trained 2,592 hours; the Swift Water Boat Operation/SCUBA Divers trained 960 hours; the Weapons of Mass Destruction Team trained 7,691 hours and Region 5 Information Sharing Office trained 640 hours.

The Metro S.T.A.R. Unit and Region 5 Intelligence Sharing Office personnel have developed an extensive amount of expertise pertaining to tactical deployments, weapons of mass destruction, active shooter awareness, suspicious device awareness, intelligence gathering and dissemination and critical infrastructure. As partners of the Metropolitan Advisory Committee, the Des Moines Police Department will be offering an eight hour block of training for your agencies at the Des Moines Police Academy on the aforementioned topics. This training will be offered at least four times throughout the next year to allow for maximum participation.

### Points of Contact

- Lieutenant Mark Buzynski – Office: (515) 248-6064,  
Sergeant Robert Crouse, Metro S.T.A.R. – Office: (515) 248-6062
- Sergeant Russ Schafnitz, Bomb Squad – Office: (515) 283-4232  
Sergeant Mark Schleuger, Region 5 – Office (515) 237-1512

June 11 - Study Committee

*sent to Des Moines  
City Clerk - DM  
11-9-11*

CHAPTER 28E AGREEMENT  
BY AND BETWEEN THE CITIES OF  
DES MOINES, ALTOONA, ANKENY, BONDURANT, CARLISLE, CLIVE, DESOTO,  
GRIMES, INDIANOLA, JOHNSTON, MITCHELLVILLE, NORWALK,  
PLEASANT HILL, POLK CITY, URBANDALE, WAUKEE, WEST DES MOINES AND  
WINDSOR HEIGHTS AND THE COUNTIES OF POLK, DALLAS AND WARREN  
FOR THE FUNDING AND IMPLEMENTATION OF  
HOMELAND SECURITY SERVICES WITHIN THE METROPOLITAN AREA

WHEREAS, this Agreement is made and entered into by and between the cities of Des Moines, Altoona, Ankeny, Bondurant, Carlisle, Clive, DeSoto, Grimes, Indianola, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines and Windsor Heights and the Counties of Polk, Dallas and Warren (hereinafter jointly referred to as the "Parties").

WITNESSETH:

WHEREAS, the metropolitan area consisting of the Parties hereto represented on the Metropolitan Advisory Council will be best served in a joint cooperative effort of implementation of the Iowa Homeland Security Strategy and other major incident response capabilities; and

WHEREAS, the City of Des Moines and Polk County, to support the mission of the Iowa Homeland Security and Emergency Management have devoted significant resources and assets toward the provision of homeland security services and programs; and

WHEREAS, upon recommendation of the Metropolitan Advisory Council Homeland Security Subcommittee to provide for the safety and security of residents throughout the metropolitan area from the threats of weapons of mass destruction, potential terrorist activity and natural disasters, all the Parties hereto desire to maintain the resources and assets available to the City of Des Moines to enable the City of Des Moines to provide homeland security services including major incident response throughout the metropolitan area that will serve the respective jurisdictions of each Party hereto; and

WHEREAS, the City of Des Moines in conjunction with Polk County has implemented the following homeland security services:

- Metro Star Tactical Unit which provides a Type II Weapons of Mass Destruction (WMD) and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Tactical Response Team<sup>1</sup>; and
- Des Moines Bomb Squad providing Type I bomb mitigation response<sup>2</sup>; and

<sup>1</sup> Typed Resource Definitions: Law Enforcement and Security Resources; SWAT/Tactical Teams. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

<sup>2</sup> Typed Resource Definitions: Law Enforcement and Security Resources; Bomb Squad/Explosives Team. FEMA 508-6 (July 2007). U.S. Department of Homeland Security.

- Des Moines Region 5 Fusion Office for intelligence collection, analysis, dissemination, and networking capability; and
- Des Moines Police Identification Section providing full-time personnel trained in the collection and preservation of evidence located in hazardous environments for contaminated crime scene processing; and

WHEREAS; the Parties desire to provide the necessary funding to maintain the capabilities of the Des Moines WMD/CBRNE Tactical Response Team, the Des Moines Bomb Squad and the Des Moines Region 5 Fusion Office supported by the Des Moines Police Identification Section capability to serve all the respective jurisdictions within the metropolitan area that are a Party hereto; and

NOW, THEREFORE, the Parties do hereby agree as follows:

- I. Purpose. Pursuant to Chapter 28E of the Code of Iowa, the Parties do hereby agree that the purpose of this Agreement is to jointly exercise their respective powers to fund and implement enhanced Homeland Security Services to serve all the respective jurisdictions within the metropolitan area that are a Party hereto.
- II. Homeland Security Services. All Parties may, in accordance with the procedures set forth in Article III, utilize on an as needed basis the following Homeland Security Services:
  - A. WMD/CBRNE Tactical Response Team (Metro STAR Unit): This team is comprised of a commander and full time Des Moines Police Officers and full time Polk County Sheriffs Deputies. Team members are all technician-level HazMat trained tactical operators. This allows the team to successfully work in Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) environments. Along with the normal operations of a tactical unit, team members are trained to neutralize active threats, and to provide assistance in support of HazMat Units and Bomb Squads operating in and around "hot zones" of potential CBRNE exposures. Team members provide a safe scene for those that will ultimately mitigate and control the exposure to CBRNE environments. This team also has the capabilities of conducting proactive investigation into CBRNE threats providing preliminary CBRNE monitoring levels to determine the presence of a potential CBRNE substance.
  - B. Des Moines Bomb Squad: This team is comprised of a commander and Des Moines Police Officers trained as Bomb Technicians and Des Moines Explosive Detection K9 teams. Bomb Technicians are all technician-level HazMat trained. The team will mitigate explosives hazards and are trained in the mitigation of Weapons of Mass Destruction (WMD) dispersal devices. The team is also trained in the collection of hazardous evidence and post-blast investigations.

- C. Region 5 Fusion Office Services: Des Moines Police Department and a Polk County Sheriff's Office staff this intelligence service. This office is one of 6 regional fusion offices in Iowa. Each regional fusion office is interconnected with the other regional offices and the Iowa Department of Public Safety's Intelligence Bureau Fusion Center. Fusion Office and Fusion Center staff meet regularly with the members of the FBI's Joint Terrorism Task Force, U.S. Attorney's Office, Mid West Gang Investigators, Iowa Homeland Security and Emergency Management, and private sector partners.
- D. Des Moines Identification Section: Full-time Des Moines Police personnel trained in the collection and preservation of evidence found in hazardous environments.

III. Service/Command Procedures. The protocol for utilization of the Homeland Security Services identified in this Agreement will be as follows:

- A. Upon occurrence of an incident requiring use of any of the Homeland Security Services, a Party's Incident Commander as defined below may request such Homeland Security Services by calling the Polk County Communications Center 286-3333, the Des Moines Dispatch Center at 283-4811 or such other phone numbers as the City of Des Moines or Polk County may designate in writing and forward to the Parties. The request shall relay the information necessary for the appropriate personnel to determine what Homeland Security Services in terms of personnel and equipment are needed to respond, which may include multiple or all Homeland Security Services available. The determinations on the appropriate Homeland Security Services personnel and equipment to be sent to a requesting Party shall be made at the discretion of the City of Des Moines using its established protocols. The City of Des Moines shall be held harmless by the requesting Party from liability in connection with its final decision on type and amount of equipment and number of personnel to be provided to the requesting Party.
- B. The responding Homeland Security Services personnel will have a team leader(s) who will report to the Incident Commander and coordinate activities between the requesting Party's personnel and the personnel providing the Homeland Security Services. The team leader(s) will assist the Incident Commander in reaching the objectives required by the circumstances at the scene. The Incident Commander, or his/her designee, shall have the power to issue reasonable orders and directives consistent with meeting the objectives. The team leader(s) will then act on those orders and directives as long as they are safe and within the capabilities of the responding Homeland Security Services team. The team leader(s) will provide technical advice when appropriate, but will not be expected to assume command of the scene.<sup>3</sup>

<sup>3</sup> All responding and supporting agencies are expected to operate under the guiding principals of

- C. When the Incident Commander and the team leader(s) agree that the objectives requiring Homeland Security Services response have been met the Homeland Security Services response teams will be released from the scene.
- D. The Homeland Security Services response teams will participate and share information in all post-incident debriefings held by the requesting Party.
- E. The term "Incident Commander" as used in this Agreement means the manager of an incident, no matter the size or complexity, or the number of agencies involved in the response. The "Incident Commander" is usually the first or senior, public safety or first-responder to arrive on scene. As additional responders arrive, command may transfer on the basis of who has primary authority for overall control of the incident. The "Incident Commander" is responsible for ensuring a coordinated effort and to ensure an effective response and the efficient, safe use of resources including:
  - o Establishing command and the Incident Command Post.
  - o Protecting life and property.
  - o Controlling personnel and equipment resources.
  - o Maintaining accountability for responders and public safety, as well as for task accomplishments.
  - o Assessing Incident Priorities.
  - o Determining Operational Objectives.
  - o Developing and Implementing the Incident Action Plan.
  - o Coordinating overall emergency activities.
  - o Coordinating the activities of outside agencies.
  - o Authorizing the release of information to the media.

IV. Funding Contributions. The City of Des Moines and Polk County have committed annual funding in fiscal years 2011 through 2015 to maintain the enhanced capabilities of Homeland Security Services for the metropolitan area. Funding is needed from the other Parties in each fiscal year to maintain the enhanced capabilities of the Homeland Security Services response to a minimally acceptable level for the Parties herein.

- A. In order to maintain the enhanced capabilities of the Homeland Security Services, each Party to this Agreement will annually pay the respective amount for such Party as set forth in Exhibit "A" in fiscal years 2011 through 2015. The amounts listed in Exhibit A shall remain fixed for the duration of this agreement and are not subject to adjustment without majority approval of the parties of this agreement.

- B. Each Party shall pay its respective annual amount set forth in Exhibit "A" to the City of Des Moines on or before July 31 of each fiscal year and such monies shall be used exclusively for necessary personnel, overtime, training, equipment, equipment maintenance and vehicle operating costs of providing the enhanced Homeland Security Services. The budget for enhanced capabilities of Homeland Security Services will be provided at the beginning of each fiscal year as outlined in Section V of this agreement.

V. Reporting.

- A. Quarterly Briefings - The City of Des Moines will provide briefings on Homeland Security Services to interested parties in the months of March, June, September, and December. This briefing will provide information to keep the Parties to this Agreement informed of the status and activities of the Homeland Security response teams and will include:
1. Individual and team training and exercises from the past quarter
  2. Individual and team training and exercises for the upcoming quarter
  3. Status of equipment acquisitions and/or retirement of equipment in the past quarter
  4. Summary of response activities in the past quarter
  5. Situational awareness of regional and national incidents
- B. The City of Des Moines will provide an annual report on Homeland Security Services to each Party to coincide with the September quarterly briefing of each year. This report will provide information to keep the Parties to this Agreement informed of the status and activities of the Homeland Security response teams and will include:
1. Accomplishments achieved during the calendar year and goals and objectives for the next calendar year,
  2. Individual and team training over the calendar year (courses, location, number of personnel trained, hours of training),
  3. Training exercises performed during the calendar year,
  4. Response dates and a synopsis of the event responded to,
  5. Equipment received or retired during the calendar year, and
  6. Budget showing expenditures made during the calendar year and proposed expenditures for the next calendar year.

The City of Des Moines will also provide this report to the Polk County Emergency Management Commission, the Polk County Chiefs' and Sheriff's Association, and the Fire Chiefs' Association.

- B. Each Party may appoint one of its public safety employees and one of its administrative officials to an advisory committee. This advisory committee will meet once per year to review the annual report and provide comments to the Des Moines Police Department. Any comments or suggestions are not

binding on the Des Moines Police Department, but will serve to give input on any aspect of the purposes and fulfillment of this Agreement.

VI. Employee relationship.

- A. Employees of any Party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment status with such Party. Under no circumstances are employees of one Party to be considered employees of any other Party. This Agreement does not create an employment relationship nor shall it be construed to create any employment relationship between Homeland Security Services personnel and the Party requesting such services.
- B. If a Party desires to have an employee assigned as part of the Homeland Security Services, a separate Memorandum Of Understanding (MOU) would need to be executed, to define the responsibilities of the involved Parties.

VII. Liability. Each Party waives all claims against the other Parties for compensation for any property loss or damage and/or personal injury or death to its personnel as a consequence of the performance of this Agreement. Each Party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees, including injury or death to its personnel, occurring as a consequence of the performance of this Agreement.

Each Party to this Agreement shall be liable for the actions of its own employees to the extent allowed under Iowa Code Chapter 670.

Nothing in this Agreement shall prevent or limit any Party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities or other limitations applicable to a respective Party and nothing herein shall be so construed. Each Party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses or immunities available under applicable law.

This Article shall survive the termination of this Agreement where necessary to protect each Party to this Agreement.

VIII. Iowa Code Chapter 28E Requirements.

- A. The cities of Des Moines, Altoona, Ankeny, Bondurant, Carlisle, Clive, DeSoto, Grimes, Indianola, Johnston, Mitchellville, Norwalk, Pleasant Hill, Polk City, Urbandale, Waukee, West Des Moines, and Windsor Heights are municipal corporations and political subdivisions of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E.
- B. Polk County, Warren County and Dallas County are political subdivisions of the State of Iowa and are public agencies as defined by Iowa Code Chapter 28E.
- C. No separate legal or administrative entity is established by this Agreement.
- D. No real or personal property will be jointly acquired, held or disposed of in the performance of this Agreement. All equipment purchased in conjunction with the provision of Homeland Security Services shall be owned by the City of Des Moines or Polk County. Upon termination of this Agreement all such equipment and other personal property owned by the City of Des Moines or Polk County shall remain with such entities.
- E. The Des Moines Chief of Police and Polk County Sheriff shall administer the performance of this Agreement.
- F. This Agreement shall be in full force and effect upon the following:
  - 1. Its approval and execution by the respective City Councils and Boards of Supervisors of the Parties hereto; and
  - 2. Filing of this Agreement with the Iowa Secretary of State in an electronic format in accordance with the provisions of Section 28E.8, Code of Iowa.
- G. The duration of this Agreement shall extend for a term ending on June 30, 2015. This Agreement may not be terminated prior to such termination date, in whole or in part, except upon mutual agreement of all the Parties.

#### IX. General Provisions.

- A. If any section, provision or part of this Agreement shall be found invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision or part thereof not found to be invalid or unconstitutional.
- B. The Agreement represents the entire agreement between the Parties. If upon annual review of this Agreement by the Parties a determination is made that this Agreement should be revised, any

subsequent change or modification to this Agreement shall be mutually agreed to by the Parties in the form of a duly approved and executed addendum to this Agreement.

C. Each Party approving this Agreement shall execute the separate signature page provided for it, and the Parties hereto authorize the City Clerk of the City of Des Moines to assemble the signature pages and append same to copies of this Agreement, to file this Agreement with the Secretary of State in an electronic format.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed.

IX. CITY OF INDIANOLA, IOWA

Ken Bresnan  
Ken Bresnan, Mayor

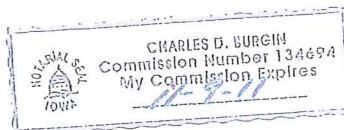
ATTEST:

Diana Paulk  
Diana Paulk, City Clerk

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF WARREN         )

On this 7 day of November, 2011, before me, the undersigned, a Notary Public, personally appeared Ken Bresnan and Diana Paulk, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 06-\_\_\_\_ adopted by the City Council on the 7 day of November, 2011 and that Ken Bresnan and Diana Paulk acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

Charles D. Lugin  
Notary Public in the State of Iowa



X. CITY OF JOHNSTON, IOWA

\_\_\_\_\_  
Paula Diernefeld, Mayor

ATTEST:

\_\_\_\_\_  
Stephanie Reynolds, City Clerk

STATE OF IOWA            )  
                                  ) ss:  
COUNTY OF POLK        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2006, before me, the undersigned, a Notary Public, personally appeared Paula Diernefeld and Stephanie Reynolds, to me personally known, who, being by me duly sworn, did state that they are the Mayor and City Clerk, respectively, of the City of Johnston, Iowa; that the seal affixed to the foregoing instrument is the seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution and Roll Call No. 06-\_\_\_\_\_ adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2006, and that Paula Diernefeld and Stephanie Reynolds acknowledged the execution of the instrument to be the voluntary act and deed of the municipal corporation, by it voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

## Exhibit A

## Homeland Security Apportionment of \$379,932 - Reduced Base Fee for Cities below 5,000 in Population

| Cities          | Base Fee     | Population*             | %      | Fee           | Taxable<br>Property Value* | %      | Fee           | Annual Fee    | Increase<br>(Decrease) | Annual Per<br>Capita | Commitment<br>5 Year |
|-----------------|--------------|-------------------------|--------|---------------|----------------------------|--------|---------------|---------------|------------------------|----------------------|----------------------|
|                 |              | Based on US Census Data |        |               |                            |        |               |               |                        |                      |                      |
| Altamonte       | \$ 3,384.62  | 13,301                  | 5.32%  | \$ 8,780.93   | \$ 462,995,728.00          | 3.29%  | \$ 5,432.84   | \$ 17,598.38  | \$ (1,389.55)          | \$1.32               | \$ 87,991.89         |
| Ankeny          | \$ 3,384.62  | 36,161                  | 14.47% | \$ 23,872.42  | \$ 1,933,108,276.00        | 13.75% | \$ 22,683.28  | \$ 49,940.32  | \$ (1,307.83)          | \$1.38               | \$ 248,701.59        |
| Bondurant       | \$ 1,000.00  | 2,951                   | 1.18%  | \$ 1,948.16   | \$ 91,880,472.00           | 0.65%  | \$ 1,078.13   | \$ 4,026.30   | \$ 778.46              | \$1.36               | \$ 20,131.49         |
| Carlisle        | \$ 1,000.00  | 3,497                   | 1.40%  | \$ 2,308.62   | \$ 107,225,486.00          | 0.76%  | \$ 1,258.19   | \$ 4,566.81   | \$ (309.43)            | \$1.31               | \$ 22,834.05         |
| Clive           | \$ 3,384.62  | 14,125                  | 5.65%  | \$ 9,324.91   | \$ 1,079,187,368.00        | 7.68%  | \$ 12,563.29  | \$ 25,372.81  | \$ (2,528.81)          | \$1.80               | \$ 126,864.06        |
| DeSoto          | \$ 1,000.00  | 1,009                   | 0.40%  | \$ 556.11     | \$ 15,126,805.00           | 0.11%  | \$ 177.50     | \$ 1,843.61   | \$ (96.33)             | \$1.83               | \$ 9,218.06          |
| Grimes          | \$ 3,384.62  | 5,862                   | 2.35%  | \$ 3,869.92   | \$ 376,864,004.00          | 2.68%  | \$ 4,422.16   | \$ 11,676.69  | \$ 4,189.61            | \$1.99               | \$ 58,383.47         |
| Indianola       | \$ 3,384.62  | 14,156                  | 5.67%  | \$ 9,345.37   | \$ 422,297,611.00          | 3.00%  | \$ 4,955.28   | \$ 17,685.27  | \$ (1,644.80)          | \$1.25               | \$ 88,426.34         |
| Johnston        | \$ 3,384.62  | 13,595                  | 5.44%  | \$ 8,975.68   | \$ 986,602,682.00          | 7.02%  | \$ 11,576.89  | \$ 23,937.18  | \$ (1,591.99)          | \$1.76               | \$ 119,685.92        |
| Witchellville   | \$ 1,000.00  | 2,302                   | 0.92%  | \$ 1,519.71   | \$ 41,865,906.00           | 0.30%  | \$ 491.26     | \$ 3,010.97   | \$ (46.19)             | \$1.31               | \$ 15,054.85         |
| Norwalk         | \$ 3,384.62  | 8,229                   | 3.29%  | \$ 5,432.54   | \$ 229,542,417.00          | 1.63%  | \$ 2,693.47   | \$ 11,510.63  | \$ 91.79               | \$1.40               | \$ 57,553.15         |
| Pleasant Hill   | \$ 3,384.62  | 6,961                   | 2.79%  | \$ 4,595.45   | \$ 312,111,605.00          | 2.22%  | \$ 3,662.35   | \$ 11,642.41  | \$ (903.74)            | \$1.67               | \$ 53,212.05         |
| Polk City       | \$ 1,000.00  | 2,872                   | 1.15%  | \$ 1,896.01   | \$ 102,815,029.00          | 0.73%  | \$ 1,206.44   | \$ 4,102.45   | \$ (227.69)            | \$1.43               | \$ 20,512.25         |
| Urbandale       | \$ 3,384.62  | 35,904                  | 14.37% | \$ 23,702.76  | \$ 2,299,480,404.00        | 16.36% | \$ 26,982.33  | \$ 54,069.70  | \$ (4,019.06)          | \$1.51               | \$ 270,348.51        |
| Waukear         | \$ 3,384.62  | 8,132                   | 3.25%  | \$ 5,368.51   | \$ 450,649,699.00          | 3.21%  | \$ 5,287.97   | \$ 14,041.09  | \$ 440.20              | \$1.73               | \$ 70,205.44         |
| West Des Moines | \$ 3,384.62  | 51,744                  | 20.71% | \$ 34,159.85  | \$ 3,724,064,440.00        | 26.49% | \$ 43,698.54  | \$ 81,243.01  | \$ (4,138.85)          | \$1.57               | \$ 406,215.05        |
| Windsor Heights | \$ 1,000.00  | 4,891                   | 1.96%  | \$ 3,228.89   | \$ 188,469,282.00          | 1.34%  | \$ 2,211.52   | \$ 6,440.41   | \$ (819.15)            | \$1.32               | \$ 32,202.05         |
|                 | \$ 43,230.77 | 225,693                 | 90.32% | \$ 143,995.62 | \$ 12,824,287,184.00       | 91.22% | \$ 150,491.46 | \$ 342,708.04 | \$ (13,523.37)         |                      | \$ 1,713,540.22      |
| Counties        |              |                         |        |               |                            |        |               |               |                        |                      |                      |
| Dallas County   | \$ 3,384.62  | 10,298                  | 4.12%  | \$ 6,798.43   | \$ 637,192,448.00          | 4.53%  | \$ 7,476.88   | \$ 17,659.93  | \$ (3,267.61)          | \$1.71               | \$ 83,299.64         |
| Warren County   | \$ 3,384.62  | 13,893                  | 5.55%  | \$ 9,171.75   | \$ 597,205,219.00          | 4.25%  | \$ 7,007.67   | \$ 19,564.03  | \$ (3,277.02)          | \$1.41               | \$ 97,820.13         |
|                 | \$ 6,769.23  | 24,191                  | 9.68%  | \$ 15,970.18  | \$ 1,234,397,667.00        | 3.76%  | \$ 14,484.54  | \$ 37,223.96  | \$ (6,544.63)          |                      | \$ 168,119.78        |
| TOTAL           | \$ 50,000.00 | 249,884                 |        | \$ 164,966.00 | \$ 14,058,684,851.00       |        | \$ 164,966.00 | \$ 379,932.00 | \$ (20,066.00)         |                      | \$ 1,899,860.00      |

\*Most current certified census data found on website:  
http://data.iowadacenter.org

\* Information found on website:  
http://www.dem.state.ia.us/

\* Information found on website:  
http://factfinder.census.gov

XX. WARREN COUNTY, IOWA

\_\_\_\_\_  
Bob Sandy, Chair, Board of Supervisors

ATTEST:

\_\_\_\_\_  
Traci VanderLinden, Auditor

STATE OF IOWA                    )  
                                          ) ss:  
COUNTY OF WARREN            )

On this \_\_\_\_ day of \_\_\_\_\_, 2006, before me, a Notary Public in and for the State of Iowa, personally appeared Bob Sandy and Traci VanderLinden, to me personally known, and who being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Warren, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Supervisors; as contained in Ordinance No. \_\_\_\_\_ passed (the Resolution adopted) the Board of Supervisors, under Roll Call No. \_\_\_\_ of the Board of Supervisors on the \_\_\_\_ day of \_\_\_\_\_, 2006 and Bob Sandy and Traci VanderLinden, acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in the State of Iowa

**City Council Study Meeting**

**2.**

**Meeting Date:** 06/11/2012

---

**Information**

**Subject**

IMU Board of Trustee Update

**Information**

The Trustees will attend to provides updates regarding projects related to electric, water and communications (see attached outline).

---

**Attachments**

IMU Update

## June 2012 IMU Update

### Governance & Wholesale Energy (Bob Lester):

1. Recognize Trustees
2. Governance / Policy Role
  - a. Meeting legal & fiduciary duties that includes protecting & enhancing assets
  - b. Setting organization direction through setting annual strategic priorities
  - c. Monitor performance through a quarterly report on major operating strategies and annual review of the General Manager
3. Particular attention to matters related to wholesale energy & transmission issues
  - a. Energy & transmission make up 60% of O&M budget for the Electric Utility
  - b. IMU has long-term ownership of coal, nuclear, hydro, and other generating assets & purchase contracts as a member of the Municipal Energy Agency of Nebraska (MEAN)
  - c. MEAN has converted from solely being a leaseholder of these types of assets to owning a sizable generating portfolio over the past 10 years
    - i. Lower long-term cost as an owner vs. contract purchaser
    - ii. Off-peak sales into the wholesale market typically reduce the wholesale rates Indianola pays when hourly electric market prices are normal
    - iii. Coal prices paid have not dropped as much as the energy prices due to forward contracts, minimum purchase agreements, and coal exports
    - iv. Wind is displacing coal as a source of off-peak generation due to lack of demand when the wind blows (nights & wintertime)
    - v. The manufacturing recession and natural gas surplus has reduced off-peak prices and sales, meaning higher wholesale rates for Indianola
  - d. Transmission expenses paid by IMU have risen over \$500,000 in the past 4 years as the Midwest has transitioned to an Independent System Operator marketplace for energy.
4. Outlook and Mitigation Strategies-
  - a. Wholesale Power-
    - i. Last of MEAN's new ownership-related wholesale rate increase was in April 2012; some impact to IMU's FY 2013 rates.
    - ii. New generation regulations will reduce the amount of conventional generation in the marketplace; should be somewhat neutral to wholesale rates if it results in increased off-peak sale prices. IMU may be able to sell its excess peaking capacity in a new marketplace in 2014.
    - iii. For 2013, IMU is purchasing 11.5% of its wholesale supply from renewable sources as a hedge against the impacts of regulations on conventional sources.
  - b. Transmission-
    - i. IMU is set to begin receiving transmission tariff revenue of \$500,000 in 2012 after filings are authorized based on 69kV assets. Also invested in 345kV line in MN to balance transmission revenue & costs.
    - ii. Stable transmission expenses until 2014 when all utilities have to help pay for new wind-related transmission being constructed throughout the Midwest.

QUESTIONS?

### **Financial Overview (Todd Kielkopf):**

1. Financially healthy in terms of meeting reserve targets, positive cash flow from operations, and infrastructure replacements
2. Financial constraints include-
  - a. Electric Utility debt service coverage covenants
  - b. Water Utility debt payments from 1997 construction of water plant
  - c. Communications System lease payments to pay for expansion of system
3. Long-term strategy has been periodic rate increases based on financial projections-
  - a. Annual for Electric rates
  - b. Bi-annual for Water rates (was in opposite years as sewer rate)
  - c. 5-year for Communication rates
4. Utility growth tied to economic growth
  - a. New businesses and rooftops for telecom (high growth)
  - b. Electric consumption per capita stable after years of increases (stable growth)
    - i. Energy efficiency programs targeted at peak summer use as a hedge
    - ii. Best new customers will have substantial off-peak load
  - c. Water efficiency per capita increasing = long-term challenge for both water & sewer
    - i. Midwest trend is 8% less compared to 5-10 year average.
    - ii. Conversion to radio read meters is mostly complete
      1. Better % measured each month; helps sewer collections too
      2. More efficient data collection
5. Master Facilities Plan to address growth (see slides)

QUESTIONS?

### **Communications Distribution System (Mike Metcalf):**

1. 1999 fiber system is being replaced during electric conversion projects
  - a. Schools, utility SCADA, city, etc. saves substantially on point-to-point
  - b. 70+ commercial phone & Internet accounts served by MCG
2. New fiber to the home service to be available Sept. 1
  - a. 100MB/sec. Internet, television, and phone service provided by MCG
  - b. Available mainly in East Side Conversion area (see maps)
  - c. Conduit in place to expand service to other project areas
3. Potential for new services in partnership with the private sector & other utilities
  - a. Local commercials
  - b. Smart meter systems
  - c. Home security systems
  - d. Centrally hosted vs. local software

QUESTIONS?

### **Electric Distribution System (Bob Miller):**

1. Developed a Long-term Conversion Plan in 2008 (see map)
2. Converting the system from 4kV to 13.2kV over time
  - a. Reduced system losses more valuable as wholesale costs increase
  - b. Antiquated system and deterioration of primary voltage lines
  - c. 68% of the original 4kV system will be replaced by the end of 2012; only the downtown area will remain by 2019 according to the conversion schedule
3. Placing overhead lines underground
  - a. Public policy of both the utility (through its Long-Term Underground Conversion Plan) and the city (ordinance). The utility cannot rebuild its lines overhead.
  - b. The older system has reliability issues due to vegetation and is deteriorating where over 50 years old.
  - c. New developments are required to be underground.
  - d. IMU started converting in 1997 with smaller projects
  - e. Estimated total cost exceeds \$20 million or \$1.2 million in annual debt service (10% of rates paid) for next 20 years
  - f. Next phase (NW quadrant) may begin by 2014 or 2015 depending on available capital & debt service; negligible rate increase due to how 2010 debt was structured
  - g. Third phase (SW quadrant) may be 2018 or 2019 and will require a 5-7% rate increase
4. Highly reliable 69kV transmission system
  - a. 2 Combustion Turbines
  - b. 3 independent feeds into Indianola

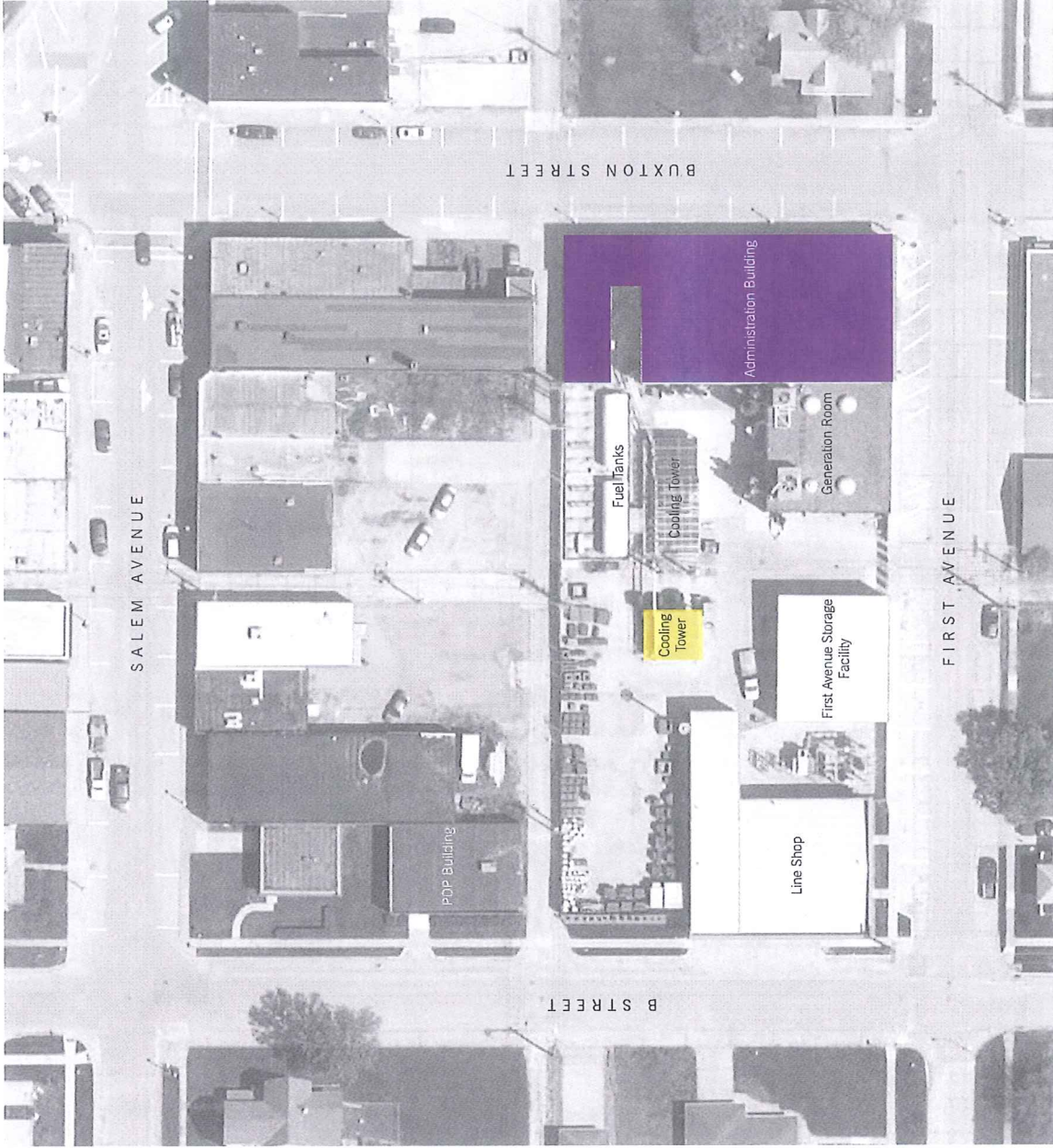
QUESTIONS?

### **Water Treatment & Distribution System (Todd Kielkopf for Lou Elbert):**

1. Water plant and wells have ample capacity
  - a. IDNR has studied the Jordan Aquifer and it is stable
  - b. Could have long-term issues if demand increases substantially
2. Long-range Distribution Study done in 2008
  - a. Older 4" mains need replaced for both fire protection and flows
  - b. Current tower & clear well storage is adequate for population & flows
  - c. Towers were recently refurbished and painted
  - d. Variable speed drives were added to the plant; can increase flows to towers as needed
3. Annual IDNR inspections have been generally complimentary of upkeep & procedures

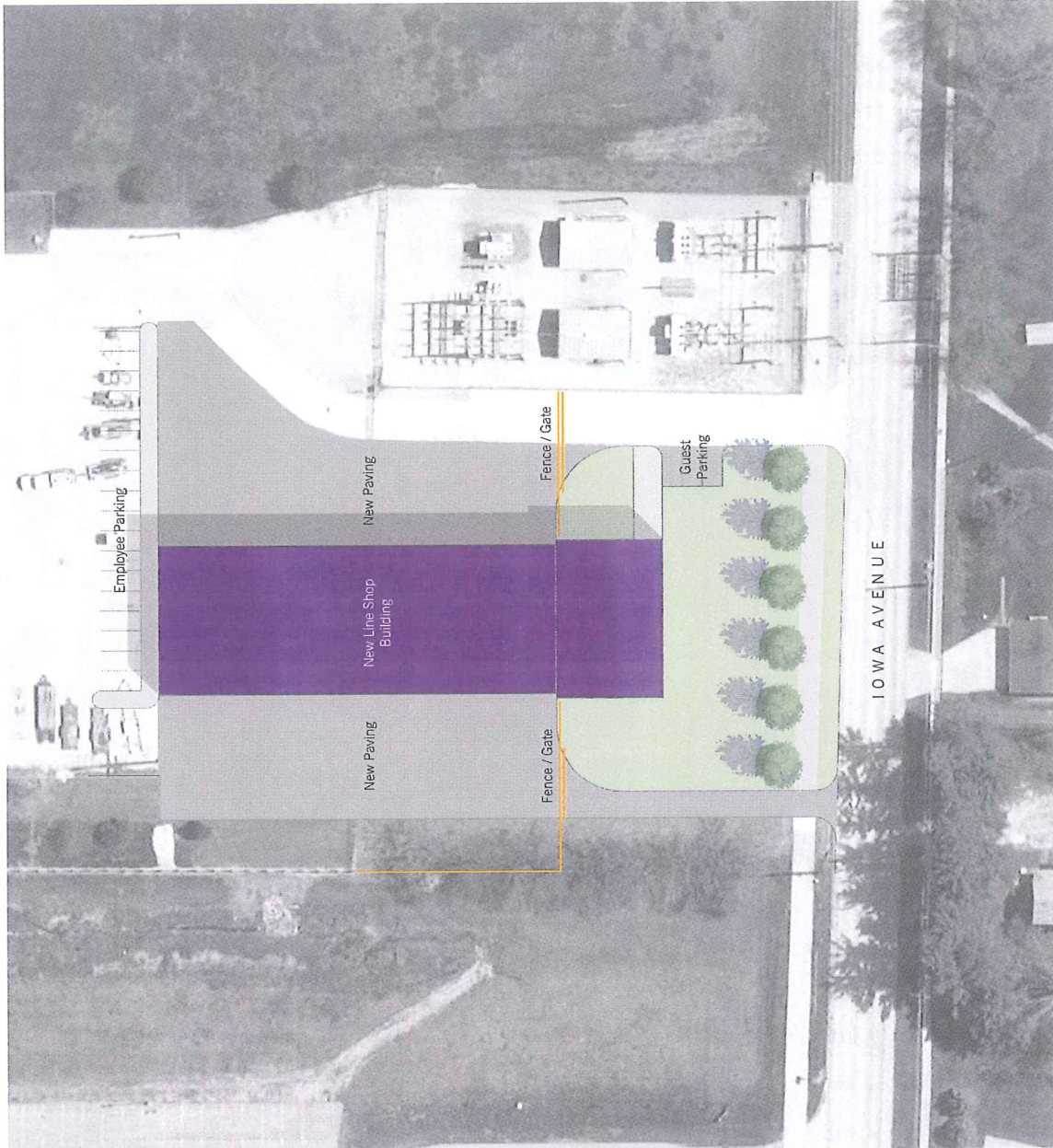
QUESTIONS?

RENOVATED BUILDING  
DEMOLITION



# INDIANOLA MUNICIPAL UTILITIES CAMPUS 0-5 YEAR DEVELOPMENT

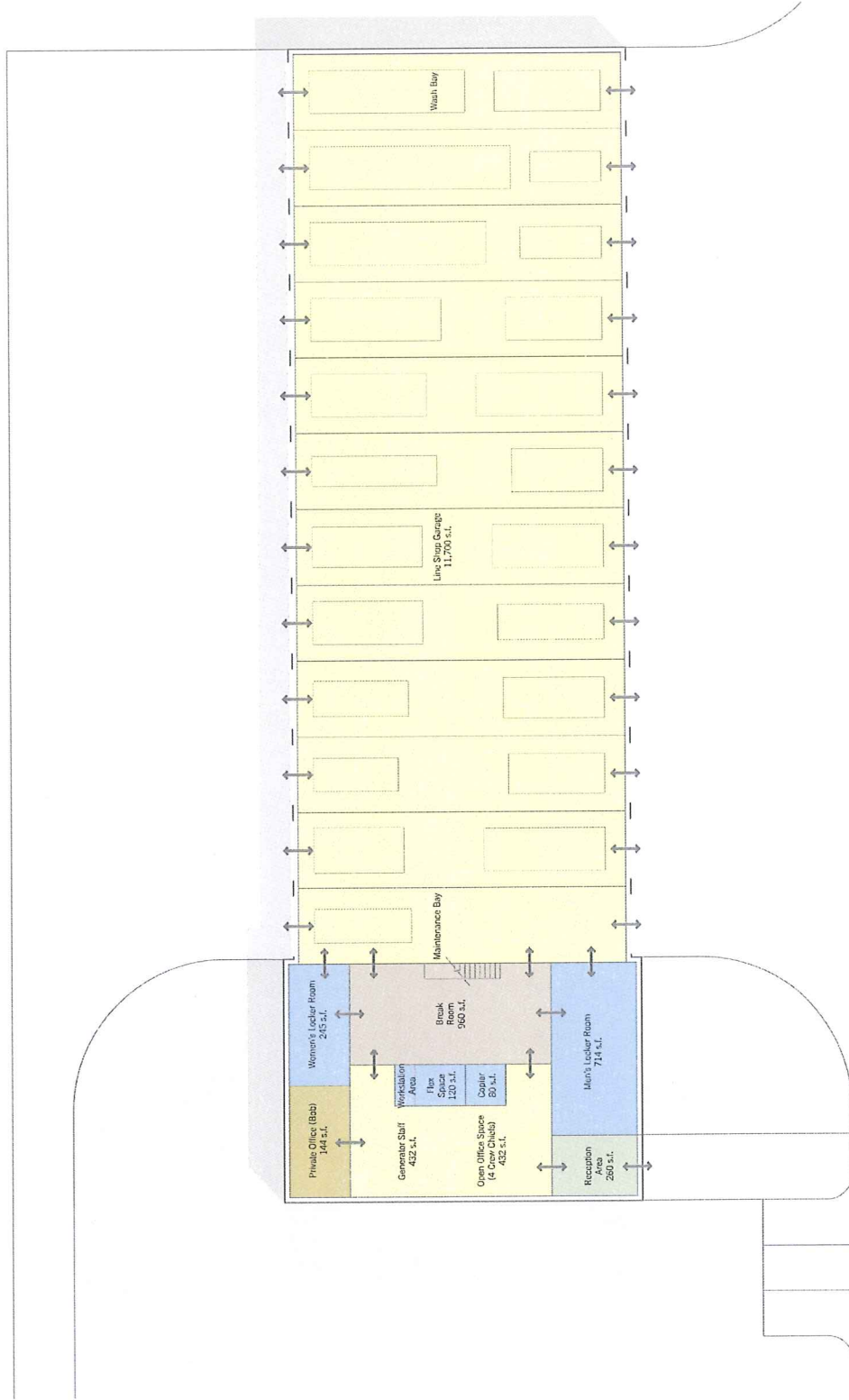


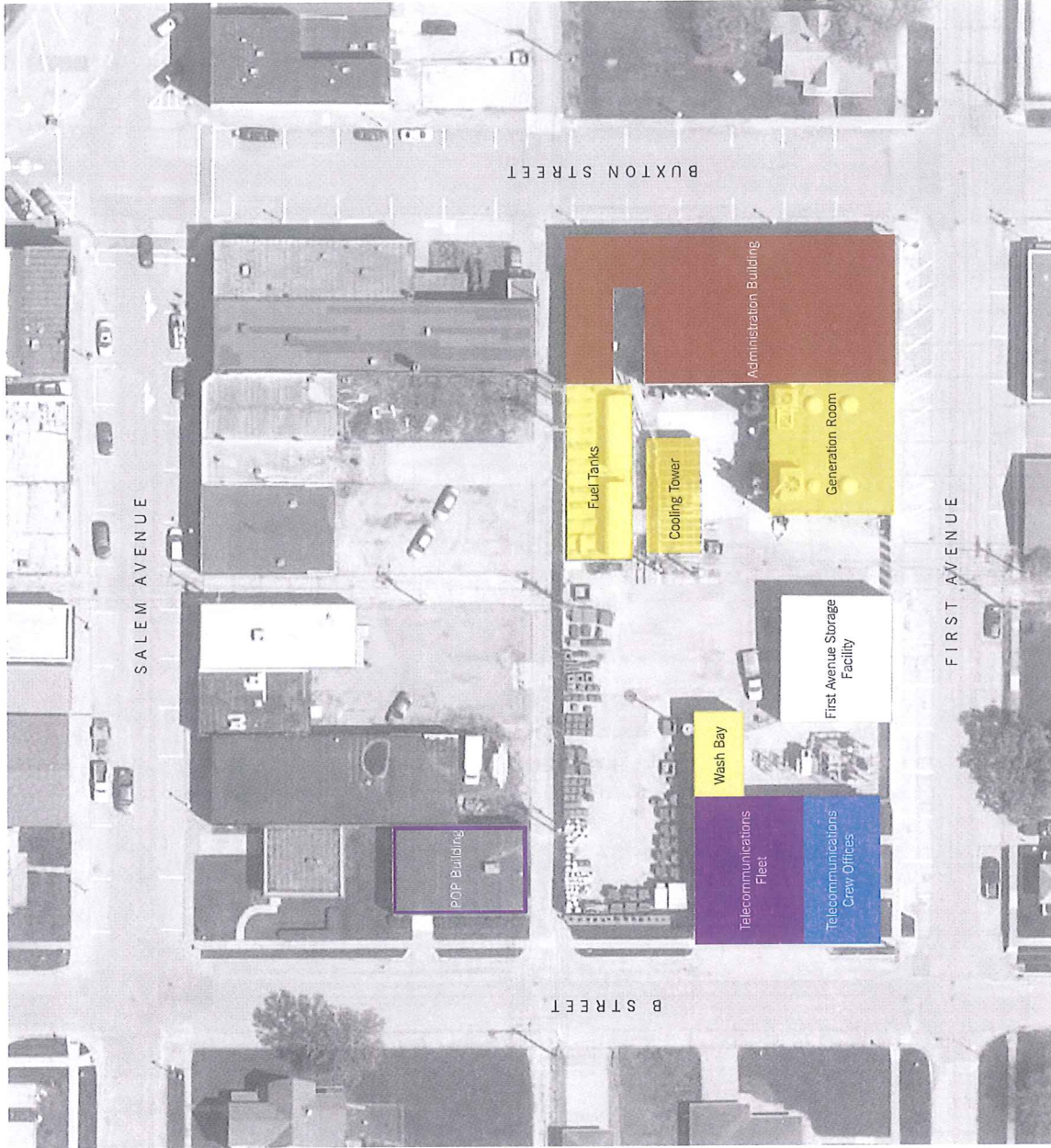


**INDIANOLA MUNICIPAL UTILITIES CAMPUS**  
 5-10 YEAR DEVELOPMENT  
 NEW LINE SHOP BUILDING CONCEPT - SITE PLAN

# INDIANOLA MUNICIPAL UTILITIES CAMPUS

5-10 YEAR DEVELOPMENT  
NEW LINE SHOP BUILDING CONCEPT - FIRST FLOOR PLAN





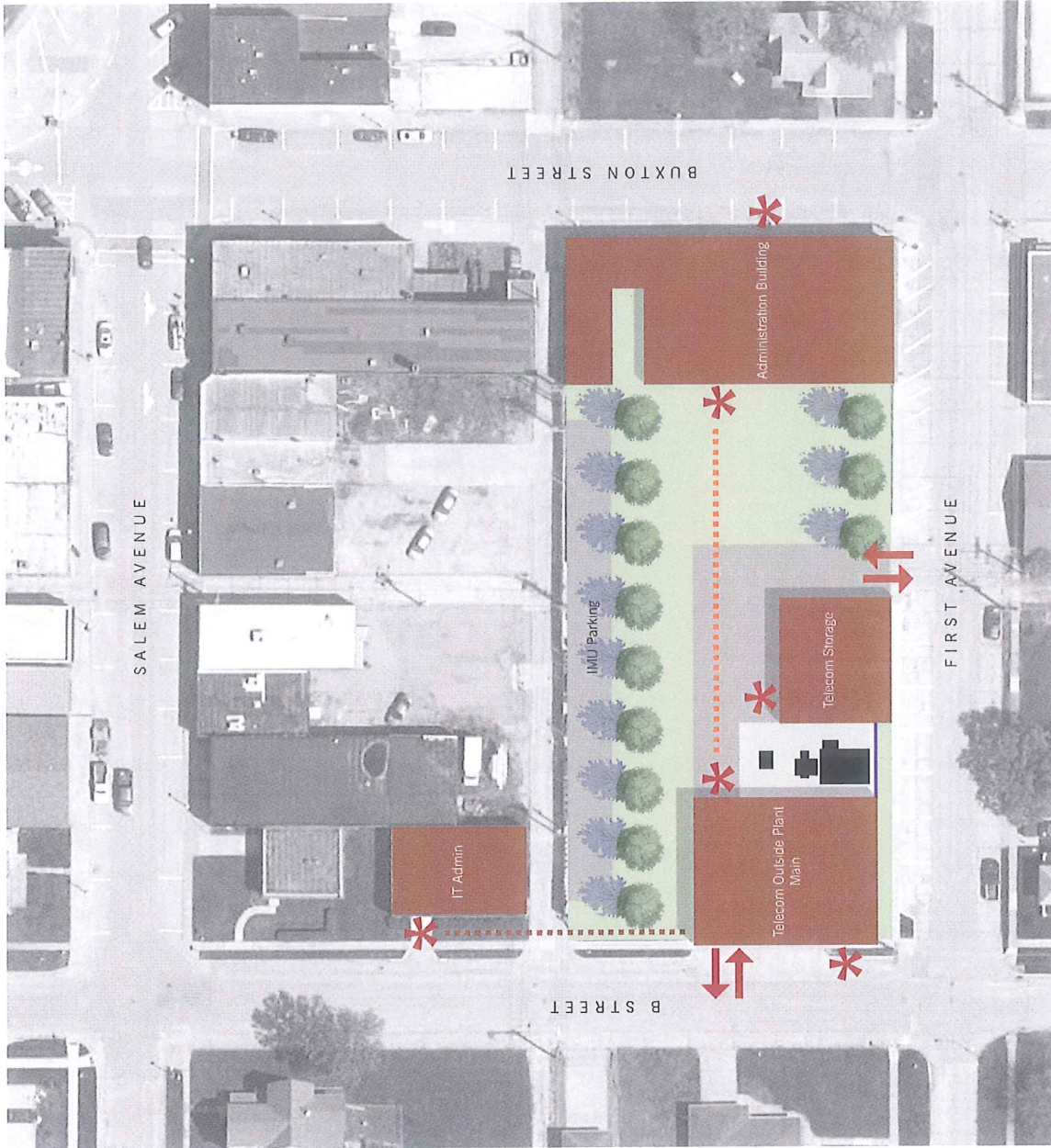
- COMPLETED BUILDING
- RENOVATED BUILDING
- RENOVATED BUILDING
- DEMOLITION

INDIANOLA MUNICIPAL UTILITIES CAMPUS  
5-10 YEAR DEVELOPMENT

COMPLETED BUILDING  
 RENOVATED BUILDING



INDIANOLA MUNICIPAL UTILITIES CAMPUS  
 10-15 YEAR DEVELOPMENT



- COMPLETED BUILDING
- ENTRANCE
- PEDESTRIAN AXIS
- VEHICULAR ACCESS
- GREEN SPACE
- ARCHITECTURAL SCREEN

INDIANOLA MUNICIPAL UTILITIES CAMPUS  
10-15 YEAR COMPLETE DEVELOPMENT

