IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

October 11, 2021
5:30 PM
City Hall Council Chambers
Agenda

1. **Call to Order**
2. **Roll Call**
3. **Public Comment**
4. **Consent Agenda:**
   - A. Approval of Claims for September 28, 2021.
   - B. Approval of Claims for October 11, 2021.
   - C. Approval of Minutes from September 13, 2021.
   - D. Approval of August financial reports.
5. **Electric Utility Informational Items**
6. **Water Utility Action Items**
   - A. Authorization for Warren Water to serve an IMU customer on 90th Avenue.
   - B. Authorization for Warren Water to serve an IMU customer at 10705 R57 Hwy.
7. **Water Utility Informational Items**
8. **Communications Utility Informational Items**
9. **Combined Electric, Water and Communications Action Items**
   - A. Resolution approving a confidentiality agreement between MidAmerican Energy Company and Indianola Municipal Utilities.
10. **Combined Electric, Water and Communications Informational Items**
11. **Other Business**
    - A. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.
12. **Adjourn**

INDIANOLA MUNICIPAL UTILITIES

IMU

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

Subject: Approval of Claims for September 28, 2021.

Recommendation: Roll call is in order.

Attachments: 1. 092821 eLation Claims List

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Account To Be Paid From	**0000-10120-999**								
A-Check Global - VEND-1194									
9/30/2021	Pre employment check	Net 30	34.50	0.00	15.00	34.50	34.50	59-0655805	BL-6624
						34.50	**34.50**		
AUTOMATIC SYSTEMS CO. - VEND-51495									
9/15/2021	Service call	Open Terms	595.00	0.00	0.00	595.00	595.00	36844S	BL-6636
						595.00	**595.00**		
Bear Communications - VEND-1098									
10/5/2021	Service installs	Net 30	3,500.00	0.00	15.00	3,500.00	3,500.00	20210911	BL-6644
10/21/2021	Service installs	Net 30	5,362.84	0.00	15.00	5,362.84	5,362.84	20210904	BL-6645
						8,862.84	**8,862.84**		
Border States Industries Inc - VEND-1070									
10/20/2021	Annual electric meter testing	Net 30	7,750.00	0.00	15.00	7,750.00	7,750.00	922844620	BL-6670
10/17/2021	150 HPS Bulbs	Net 30	98.48	0.00	15.00	98.48	98.48	922846241	BL-6671
						7,848.48	**7,848.48**		
Calix Inc - VEND-1028									
10/10/2021	Essential support	Net 30	3,932.25	0.00	15.00	3,932.25	3,932.25	4025837	BL-6617
						3,932.25	**3,932.25**		
CDW Government - VEND-1029									
10/9/2021	QNA/Seagate Exos 18TB	Net 30	1,906.14	0.00	15.00	1,906.14	1,906.14	K522896	BL-6634
						1,906.14	**1,906.14**		
Cedar Falls Utilities - VEND-1045 - BL-6643									
9/30/2021	0821 Bandwidth & 5g	Net 30	5,794.83	0.00	15.00	5,794.83	5,794.83	0821 Bandwidth & 5g	BL-6643
						5,794.83	**5,794.83**		
Cintas Corporation - VEND-1007									
10/10/2021	First aid supplies	Net 30	62.79	0.00	15.00	62.79	62.79	8405318321	BL-6652
10/22/2021	First aid supplies	Net 30	27.98	0.00	15.00	27.98	27.98	5077191125	BL-6673
						90.77	**90.77**		
City Of Indianola - VEND-1008 - BL-6674									
10/21/2021	0921 Utility Payroll Expenses	Net 30	281,758.84	0.00	15.00	281,758.84	281,758.84	2772	BL-6674

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
						281,758.84	**281,758.84**		
CORE & MAIN - VEND-102636									
9/2/2021	REPAIR CLAMP - 4x15	Open Terms	160.00	0.00	0.00	160.00	160.00	P533100	BL-6616
						160.00	**160.00**		
Des Moines Register Media - VEND-1010									
9/30/2021	Minutes	Net 30	378.19	0.00	15.00	378.19	378.19	0004077868	BL-6633
						378.19	**378.19**		
DLH Grafx - VEND-1220									
10/13/2021	FR Shirts	Net 30	43.95	0.00	15.00	43.95	43.95	18335	BL-6649
						43.95	**43.95**		
Dust Pros Janitorial - VEND-1011									
10/20/2021	Cleaning supplies - EL	Net 30	89.88	0.00	15.00	89.88	89.88	2425	BL-6658
10/20/2021	0921 Cleaning - EL	Net 30	984.40	0.00	15.00	984.40	984.40	2424	BL-6659
10/20/2021	Cleaning supplies - Util Svcs	Net 30	32.10	0.00	15.00	32.10	32.10	2427	BL-6660
10/20/2021	0921 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2426	BL-6662
10/20/2021	Cleaning Supplies - Fiber	Net 30	29.96	0.00	15.00	29.96	29.96	2429	BL-6640
10/15/2021	0921 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	2428	BL-6641
9/19/2021	Cleaning supplies - Fiber	Net 30	27.28	0.00	15.00	27.28	27.28	2413	BL-6635
						2,768.62	**2,768.62**		
ECHO Group, Inc - VEND-1061									
10/10/2021	Conduit	Net 30	98.60	0.00	15.00	98.60	98.60	S9140419.001	BL-6651
						98.60	**98.60**		
Independent Advocate - VEND-1136									
10/10/2021	Digital advertising	Net 30	500.00	0.00	15.00	500.00	500.00	890	BL-6642
						500.00	**500.00**		
Infomax Office Systems Inc - VEND-1013									
10/20/2021	0921 Copier contract	Net 30	855.90	0.00	15.00	855.90	855.90	30121206	BL-6664
						855.90	**855.90**		
Iowa Dept Of Revenue - VEND-1117									
10/22/2021	Sales tax billed 090121	Net 30	53,952.19	0.00	15.00	53,952.19	53,952.19	Sales tax billed 090121	BL-6675
						53,952.19	**53,952.19**		

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
ITRON INC. - VEND-25704									
9/12/2021	IMA drive by subscription Oct-Dec 2021	Open Terms	174.78	0.00	0.00	174.78	174.78	600774	BL-6614
9/12/2021	Meter reading equipment Oct-Dec 2021	Open Terms	649.14	0.00	0.00	649.14	649.14	600773	BL-6615
						823.92	**823.92**		
KEYSTONE LABORATORIES INC - VEND-29056									
9/21/2021	Water analysis	Open Terms	687.00	0.00	0.00	687.00	687.00	1E07753	BL-6638
						687.00	**687.00**		
LINDE INC - VEND-6415									
9/10/2021	Bi annual inspection	Open Terms	895.00	0.00	0.00	895.00	895.00	65907769	BL-6620
						895.00	**895.00**		
Mahaska Communications Group - VEND-1017									
10/21/2021	0921 T1 Transport	Net 30	165.00	0.00	15.00	165.00	165.00	0921 T1 Transport	BL-6639
						165.00	**165.00**		
Mid American Energy Co - VEND-1018									
10/20/2021	Gas - Util Svcs	Net 30	12.13	0.00	15.00	12.13	12.13	517254485	BL-6676
10/14/2021	Electric-muni plt substation	Net 30	10.10	0.00	15.00	10.10	10.10	516986858	BL-6650
						22.23	**22.23**		
Midwest Alarm Services - VEND-1116									
10/8/2021	Alarm monitoring	Net 30	267.46	0.00	15.00	267.46	267.46	359911	BL-6647
						267.46	**267.46**		
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805									
9/30/2021	Purchased Power - Aug 21	Net 30	951,232.84	0.00	15.00	951,232.84	951,232.84	302263	BL-6627
						951,232.84	**951,232.84**		
MUNICIPAL SUPPLY INC - VEND-35810									
9/10/2021	Mtr adaptors	Open Terms	429.00	0.00	0.00	429.00	429.00	0810196-IN	BL-6619
						429.00	**429.00**		
NAPA AUTO PARTS - VEND-35949									
9/11/2021	Oil and filter	Open Terms	46.26	0.00	0.00	46.26	46.26	004979	BL-6621
9/19/2021	Oil and filter	Open Terms	51.46	0.00	0.00	51.46	51.46	005777	BL-6637
						97.72	**97.72**		
National Cable Television Cooperative, Inc. - VEND-1095									

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
10/15/2021	0821 Cable	Net 30	42,135.34	0.00	15.00	42,135.34	42,135.34	21080829	BL-6618
						42,135.34	**42,135.34**		
Nolasoft Development - VEND-1021									
10/17/2021	Quartely web site hosting for indianola.com	Net 30	120.00	0.00	15.00	120.00	120.00	8823	BL-6628
						120.00	**120.00**		
Norwalk Ready Mix Concrete, Inc. - VEND-1119									
10/14/2021	4000# Limestone	Net 30	1,725.00	0.00	15.00	1,725.00	1,725.00	289407	BL-6667
10/14/2021	4000# Limestone	Net 30	1,725.00	0.00	15.00	1,725.00	1,725.00	289684	BL-6668
						3,450.00	**3,450.00**		
Power & Tel - VEND-1037									
11/12/2021	FIBER PATCHCORD - CABINETS	Net 30	317.76	0.00	15.00	317.76	317.76	7308283-00	BL-6663
10/15/2021	CONN - F81	Net 30	68.48	0.00	15.00	68.48	68.48	7308781-01	BL-6632
						386.24	**386.24**		
RESCO - VEND-47234									
9/17/2021	10 kV Arresters	Open Terms	284.20	0.00	0.00	284.20	284.20	837004-00	BL-6672
						284.20	**284.20**		
SKARSHAUG TESTING LABORATORY INC - VEND-50410									
9/16/2021	Insulated HV gloves and HV testing	Open Terms	883.01	0.00	0.00	883.01	883.01	254472	BL-6669
						883.01	**883.01**		
STATE HYGIENIC LABORATORY - VEND-23245									
9/1/2021	Testing	Open Terms	202.50	0.00	0.00	202.50	202.50	215668	BL-6622
						202.50	**202.50**		
STERNQUIST CONST. INC. - VEND-50360									
9/10/2021	1.5" Down - crushed concrete	Open Terms	556.90	0.00	0.00	556.90	556.90	1115	BL-6623
						556.90	**556.90**		
U.S. Cellular - VEND-1104									
10/12/2021	0921 Cel Phone	Net 30	704.02	0.00	15.00	704.02	704.02	462055697	BL-6677
						704.02	**704.02**		
Vanderpool Plumbing & Heating - VEND-1066									
10/2/2021	AC unit repairs, plumbing repairs	Net 30	889.64	0.00	15.00	889.64	889.64	5050	BL-6648
						889.64	**889.64**		

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
WESCO - VEND-60220									
9/10/2021	Red and Orange Locate Flags	Open Terms	812.00	0.00	0.00	812.00	812.00	864342	BL-6653
9/15/2021	Steel Street Light Poles	Open Terms	8,776.57	0.00	0.00	8,776.57	8,776.57	868065	BL-6654
9/17/2021	FR outerwear and jeans	Open Terms	1,623.14	0.00	0.00	1,623.14	1,623.14	871910	BL-6656
9/17/2021	FR outerwear	Open Terms	451.58	0.00	0.00	451.58	451.58	871909	BL-6657
						11,663.29	**11,663.29**		
		Check Count: **37**			Totals:	**$1,385,476.41**	**$1,385,476.41**		

INDIANOLA MUNICIPAL UTILITIES

IMU

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

Subject: Approval of Claims for October 11, 2021.

Recommendation: Roll call is in order.

Attachments: 1. 101221 eLation Claims List

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Account To Be Paid From	**0000-10120-999**								
ACCO UNLIMITED CORP. - VEND-2810									
9/21/2021	ACCO liquid chlorinating	Open Terms	1,436.00	0.00	0.00	1,436.00	1,436.00	0216409-IN	BL-6711
						1,436.00	**1,436.00**		
Avesis Third Party Administrators Inc - VEND-1108									
10/31/2021	1021 Vision	Net 30	278.27	0.00	15.00	278.27	278.27	2784090	BL-6685
						278.27	**278.27**		
Border States Industries Inc - VEND-1070									
10/24/2021	CT's 500:5 Wide Range	Net 30	741.32	0.00	15.00	741.32	741.32	922890894	BL-6771
11/3/2021	CT's 600:5 Wide Range	Net 30	399.14	0.00	15.00	399.14	399.14	922949676	BL-6772
10/24/2021	API Secondary Peds	Net 30	3,284.60	0.00	15.00	3,284.60	3,284.60	922890893	BL-6778
10/28/2021	500:5 Wide Range CT's	Net 30	741.32	0.00	15.00	741.32	741.32	922912225	BL-6779
10/30/2021	150 HPS Bulbs	Net 30	295.45	0.00	15.00	295.45	295.45	922931298	BL-6780
11/5/2021	Splice	Net 30	86.80	0.00	15.00	86.80	86.80	922968347	BL-6789
						5,548.63	**5,548.63**		
Brian E Williams - VEND-1141 - BL-6728									
10/4/2021	Credit Refund	Net 30	6.00	0.00	0.00	6.00	6.00	00010594-8	BL-6728
						6.00	**6.00**		
Brick Gentry P.C. - VEND-1004									
10/25/2021	Legal services	Net 30	1,325.00	0.00	15.00	1,325.00	1,325.00	359887	BL-6697
						1,325.00	**1,325.00**		
Carol Van Aernam - VEND-1141 - BL-6730									
10/4/2021	Credit Refund	Net 30	176.76	0.00	0.00	176.76	176.76	00007719-2	BL-6730
						176.76	**176.76**		
Casual Rags - VEND-1006									
11/5/2021	Uniform shirts and jackets	Net 30	415.00	0.00	15.00	415.00	415.00	154345	BL-6760
						415.00	**415.00**		
Central Pump & Motor, LLC - VEND-1261									
10/28/2021	Repair of wilo davis	Net 30	2,562.92	0.00	15.00	2,562.92	2,562.92	4496	BL-6748
10/30/2021	Wilo submersible sewage pump	Net 30	6,111.65	0.00	15.00	6,111.65	6,111.65	4497	BL-6749
						8,674.57	**8,674.57**		
City Of Indianola - VEND-1008 - BL-6707									

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
10/31/2021	1021 Professional services	Net 30	88,084.85	0.00	15.00	88,084.85	88,084.85	2783	BL-6707
						88,084.85	**88,084.85**		
City Of Indianola - VEND-1008 - BL-6708									
10/30/2021	0821 Caselle Claims	Net 30	11,751.57	0.00	15.00	11,751.57	11,751.57	0821 Caselle Claims	BL-6708
						11,751.57	**11,751.57**		
CORE & MAIN - VEND-102636									
9/21/2021	TAPPING SADDLES - VENT - 4"x3/4"	Open Terms	180.00	0.00	0.00	180.00	180.00	P551772	BL-6712
9/25/2021	HYDRANT - WATROUS - 5 1/4"	Open Terms	2,300.00	0.00	0.00	2,300.00	2,300.00	P221716	BL-6715
9/30/2021	REPAIR CLAMP - 6x30	Open Terms	300.00	0.00	0.00	300.00	300.00	P665767	BL-6747
9/23/2021	COUPLING - HYMAX - 4"	Open Terms	645.00	0.00	0.00	645.00	645.00	P646003	BL-6725
						3,425.00	**3,425.00**		
CROSSROADS MOBILE MAINTENANCE - VEND-102507									
10/1/2021	Unit 29 Repairs	Open Terms	434.69	0.00	0.00	434.69	434.69	205S1842	BL-6751
10/1/2021	Unit 31 repairs	Open Terms	401.25	0.00	0.00	401.25	401.25	205S1843	BL-6761
						835.94	**835.94**		
Denman & Company, LLP - VEND-1193									
10/30/2021	Professional services - FY21 Audit	Net 30	8,000.00	0.00	15.00	8,000.00	8,000.00	5921-D141954	BL-6726
						8,000.00	**8,000.00**		
DES PLANQUES, CHRIS - VEND-101766									
10/2/2021	1021 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	1021 Mobile Device	BL-6695
						75.00	**75.00**		
DNR - VEND-1167									
10/29/2021	Annual water use fee	Net 30	95.00	0.00	15.00	95.00	95.00		BL-6721
						95.00	**95.00**		
Doug Shull - VEND-1105									
10/31/2021	1021 Treasury Contract	Net 30	83.34	0.00	15.00	83.34	83.34	1021 Treasury Contract	BL-6687
						83.34	**83.34**		
Dust Pros Janitorial - VEND-1011									
10/30/2021	Cleaning supplies	Net 30	207.15	0.00	15.00	207.15	207.15	2434	BL-6710

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
						207.15	**207.15**		
Dylan Michelsen - VEND-1180									
10/31/2021	1021 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	1021 Mobile Device	BL-6691
						75.00	**75.00**		
Elisha Brown - VEND-1209									
10/31/2021	1021 Mobile Device	Net 30	25.00	0.00	15.00	25.00	25.00	1021 Mobile Device	BL-6694
						25.00	**25.00**		
IMU - VEND-8629									
10/2/2021	Utilities - Fiber	Open Terms	1,877.18	0.00	0.00	1,877.18	1,877.18	10149365	BL-6704
10/2/2021	Utilities - Util Svcs	Open Terms	333.44	0.00	0.00	333.44	333.44	10150168	BL-6709
10/2/2021	Utilities - EL	Open Terms	2,087.97	0.00	0.00	2,087.97	2,087.97	10150414	BL-6763
10/2/2021	Utilities - WA	Open Terms	18,086.61	0.00	0.00	18,086.61	18,086.61	10150140	BL-6720
						22,385.20	**22,385.20**		
IMWCA - VEND-1130									
10/31/2021	Premiums - Installment 3	Net 30	2,087.14	0.00	15.00	2,087.14	2,087.14	INV80918	BL-6765
						2,087.14	**2,087.14**		
Innovative Systems - VEND-1048									
11/5/2021	1021 Utility bills, flyer and Liheap insert	Net 30	6,297.88	0.00	15.00	6,297.88	6,297.88	57868	BL-6776
10/31/2021	Software	Net 30	10,915.56	0.00	15.00	10,915.56	10,915.56	57622 & 57623	BL-6701
10/31/2021	Oct elation maint fee and additional utilities sof	Net 30	11,520.00	0.00	15.00	11,520.00	11,520.00	57623 & 57622	BL-6702
10/31/2021	4th Qtr 2021 ACS fees	Net 30	1,500.00	0.00	15.00	1,500.00	1,500.00	57405	BL-6683
						30,233.44	**30,233.44**		
Iowa Association Of Municipal Utilities - VEND-1014									
10/28/2021	Apprenticeship program and materials fees	Net 30	1,355.00	0.00	15.00	1,355.00	1,355.00	24352	BL-6744
						1,355.00	**1,355.00**		
KNIA/KRLS - VEND-1090									
10/26/2021	:30 Spots	Net 30	606.24	0.00	15.00	606.24	606.24	21090454	BL-6681
10/26/2021	Back to school '21	Net 30	86.25	0.00	15.00	86.25	86.25	21090456	BL-6682
						692.49	**692.49**		
Kurt Gocken - VEND-1023									

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
10/31/2021	1021 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	1021 Mobile Device	BL-6688
						75.00	**75.00**		
Kurt Ripperger - VEND-1025									
10/31/2021	1021 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	1021 Mobile Device	BL-6689
						75.00	**75.00**		
LOGAN CONTRACTORS SUPPLY INC. - VEND-32620									
9/9/2021	Line shop concrete	Open Terms	2,411.93	0.00	0.00	2,411.93	2,411.93	092933	BL-6790
9/28/2021	Line shop concrete	Open Terms	791.38	0.00	0.00	791.38	791.38	099988	BL-6791
						3,203.31	**3,203.31**		
LONGER, CHRIS - VEND-34025									
10/2/2021	1021 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	1021 Mobile Device	BL-6692
						75.00	**75.00**		
McCoy Hardware Inc - VEND-1035									
11/1/2021	Raid	Net 30	31.10	0.00	15.00	31.10	31.10	A515652	BL-6717
10/30/2021	Tape measure & muriatic acid	Net 30	36.86	0.00	15.00	36.86	36.86	A515405	BL-6718
						67.96	**67.96**		
METCALF, MIKE - VEND-34230									
10/2/2021	1021 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	1021 Mobile Device	BL-6693
						75.00	**75.00**		
Mid American Energy Co - VEND-1018									
10/20/2021	Gas - 1300 E Iowa Bldg B	Net 30	12.13	0.00	15.00	12.13	12.13	517196283	BL-6741
10/20/2021	Gas - 1300 E Iowa Bldg A	Net 30	14.96	0.00	15.00	14.96	14.96	517209406	BL-6742
						27.09	**27.09**		
MSC - VEND-1250									
10/28/2021	Gloves	Net 30	29.38	0.00	15.00	29.38	29.38	58055514	BL-6762
10/23/2021	Safety Glasses	Net 30	49.35	0.00	15.00	49.35	49.35	56661134	BL-6785
						78.73	**78.73**		
Mutual Of Omaha - VEND-1107									
10/31/2021	1021 Premiums	Net 30	3,977.46	0.00	15.00	3,977.46	3,977.46	1258174410	BL-6686

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
						3,977.46	**3,977.46**		
Norwalk Ready Mix Concrete, Inc. - VEND-1119									
10/15/2021	M-4 LS No ash	Net 30	321.50	0.00	15.00	321.50	321.50	289542	BL-6722
10/29/2021	Line shop concrete	Net 30	1,725.00	0.00	15.00	1,725.00	1,725.00	290911	BL-6734
10/29/2021	Line shop concrete	Net 30	2,127.50	0.00	15.00	2,127.50	2,127.50	290910	BL-6735
10/23/2021	Line shop concrete	Net 30	2,300.00	0.00	15.00	2,300.00	2,300.00	290328	BL-6736
10/15/2021	Line shop concrete	Net 30	1,495.00	0.00	15.00	1,495.00	1,495.00	289540	BL-6739
						7,969.00	**7,969.00**		
Nyhart - VEND-1198									
10/30/2021	GASB 75 OPEB Reporting FYE 6-30-21	Net 30	1,025.00	0.00	15.00	1,025.00	1,025.00	0170635	BL-6777
						1,025.00	**1,025.00**		
P & E ENGINEERING CO. - VEND-41540									
9/30/2021	Engineering and right of way services	Open Terms	7,720.60	0.00	0.00	7,720.60	7,720.60	5977	BL-6745
						7,720.60	**7,720.60**		
PIERCE BROTHERS REPAIR - VEND-42410									
10/1/2021	Acetylene tank exchange	Open Terms	91.83	0.00	0.00	91.83	91.83		BL-6786
						91.83	**91.83**		
Quality Pest Control - VEND-1087									
10/31/2021	Pest control	Net 30	76.62	0.00	15.00	76.62	76.62	67519	BL-6706
						76.62	**76.62**		
Ray Jr. Teasdale - VEND-1141 - BL-6731									
10/4/2021	Credit Refund	Net 30	71.36	0.00	0.00	71.36	71.36	00007178-7	BL-6731
						71.36	**71.36**		
RESCO - VEND-47234									
9/30/2021	600:5 Wide Range CT's - 4/0 Elbows	Open Terms	1,206.48	0.00	0.00	1,206.48	1,206.48	838476-00	BL-6781
						1,206.48	**1,206.48**		
Shirley Birlingmair - VEND-1141 - BL-6729									
10/4/2021	Credit Refund	Net 30	36.01	0.00	0.00	36.01	36.01	00033819-8	BL-6729
						36.01	**36.01**		
Skye McBroom - VEND-1026									

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
10/31/2021	1021 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	1021 Mobile Device	BL-6690
						75.00	**75.00**		
SUMMIT DRILLING LLC - VEND-103054									
9/29/2021	Bore w/ duct	Open Terms	2,400.00	0.00	0.00	2,400.00	2,400.00	1747	BL-6740
						2,400.00	**2,400.00**		
T.R.M. DISPOSAL LLC - VEND-101016									
9/25/2021	1021 Trash	Open Terms	42.00	0.00	0.00	42.00	42.00	21135	BL-6684
						42.00	**42.00**		
Terry-Durin Co - VEND-1038									
10/23/2021	2" Morris Clamps	Net 30	243.96	0.00	15.00	243.96	243.96	91891-00	BL-6784
						243.96	**243.96**		
TrueNorth Companies LC - VEND-1100									
10/30/2021	September safety meeting	Net 30	175.00	0.00	15.00	175.00	175.00	122381	BL-6764
						175.00	**175.00**		
Unite Private Networks - VEND-1054									
10/31/2021	Dark Fiber	Net 30	3,147.05	0.00	15.00	3,147.05	3,147.05	SI-21-025079	BL-6775
						3,147.05	**3,147.05**		
VEENSTRA & KIMM - VEND-57600									
9/25/2021	Engineer VIII	Open Terms	2,156.00	0.00	0.00	2,156.00	2,156.00	285107-7	BL-6723
9/25/2021	Engineer X	Open Terms	166.00	0.00	0.00	166.00	166.00	285108-4	BL-6724
						2,322.00	**2,322.00**		
VERIZON WIRELESS - VEND-3535									
10/1/2021	0921 Hot Spots	Open Terms	360.45	0.00	0.00	360.45	360.45	9889568574	BL-6792
						360.45	**360.45**		
VESSCO INC - VEND-57620									
10/1/2021	Integrity, boot, shaft seal	Open Terms	329.20	0.00	0.00	329.20	329.20	085678	BL-6719
						329.20	**329.20**		
Waste Management - VEND-1086									
10/28/2021	4 Yard dumpster	Net 30	61.51	0.00	15.00	61.51	61.51	6861596-0516-7	BL-6773
10/28/2021	2 Yard dumpster	Net 30	73.43	0.00	15.00	73.43	73.43	6861594-0516-2	BL-6716

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
						134.94	**134.94**		
Weinman Insurance - VEND-1129									
10/13/2021	21-22 Boiler and machinery	Net 30	38,553.50	0.00	15.00	38,553.50	38,553.50	121754	BL-6787
						38,553.50	**38,553.50**		
WESCO - VEND-60220									
9/25/2021	3 Phase Transformer Basements	Open Terms	3,905.50	0.00	0.00	3,905.50	3,905.50	880518	BL-6782
9/22/2021	Photo Controls	Open Terms	505.04	0.00	0.00	505.04	505.04	876377	BL-6783
10/6/2021	Electric Tape	Open Terms	964.71	0.00	0.00	964.71	964.71	895898	BL-6770
9/28/2021	FR gear	Open Terms	777.41	0.00	0.00	777.41	777.41	883143	BL-6743
						6,152.66	**6,152.66**		
Wiegert Disposal Inc - VEND-1081									
10/30/2021	0921 Dumpster Service	Net 30	110.00	0.00	15.00	110.00	110.00	0921 Dumpster Service	BL-6703
						110.00	**110.00**		
Wisconsin Independent Network, LLC - VEND-1067									
10/31/2021	Ethernet and Internet	Net 30	5,373.00	0.00	15.00	5,373.00	5,373.00	WIN012657	BL-6705
						5,373.00	**5,373.00**		
YMCA Of Greater Des Moines - VEND-1169									
10/1/2021	0921 Employee Wellness	Net 30	25.00	0.00	15.00	25.00	25.00	0921 Employee Wellness	BL-6766
						25.00	**25.00**		
		Check Count: **56**			Totals:	**$272,566.56**	**$272,566.56**		

INDIANOLA MUNICIPAL UTILITIES

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

Subject: Approval of Minutes from September 13, 2021.

Recommendation: Roll call is in order.

Attachments: 1. 09132021 Minutes

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER AND COMMUNICATIONS UTILITIES

September 13, 2021
5:30 PM
City Hall Council Chambers
Minutes

The IMU Board of Trustees met in regular session on September 13, 2021 in the City Hall Council Chambers. Chairperson Voigts called the meeting to order and on roll call the following members were present: Deb Richardson, Lesley Forbush, Adam Voigts, Mike Rozga and Lori Smith. Absent: None.

In Public Comment, Margaret Vernon, Indianola Sustainability Committee, asked that their concerns and suggestions be considered during the IMU strategic planning session. She also discussed MEAN's interest in placing solar panels in communities.

Richardson moved to approve the Consent Agenda. Smith seconded it. In discussion, Voigts noted the Board needs the formula for calculating rebates, as mentioned in the prior minutes. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

A. Approval of Claims for August 31, 2021.
B. Approval of Claims for September 13, 2021.
C. Approval of Minutes of the prior board meeting
D. Approval of the July 2021 financial report.

Electric Superintendent Mike Metcalf reported a new apprentice has started; annual electric meeting testing has been completed; the engineer for the downtown conversion project is obtaining easements and preparing a bid; and staff has located a small leak in the step-up transformer for turbine eight and is getting quotes for repairs.

Rozga moved to approve authorization for Warren Water to serve an IMU customer at 10801 R57 Hwy. Richardson seconded it. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

Lou Elbert, Water Superintendent, reported hydrant flushing and maintenance will begin next week, and restoration will occur for the North 8th Street project in October. Board Member Rozga asked that notification of restoration delays be put on social media, as well as thanks to the neighborhood for the kindness shown to the contractors.

Kurt Ripperger, Telecommunications Superintendent, reported staff would perform ninety installations for September.

General Manager Chris Des Planques explained the LIHEAP and LIHWAP programs.

Smith moved to approve an agreement with IMPACT to administer the Iowa Low-Income Home Energy Assistance Program (LIHEAP). Richardson seconded it. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

Richardson moved to approve an agreement with IMPACT to administer the Iowa Low-Income Household Water Assistance Program (LIHWAP). Rozga seconded it. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

Smith moved to approve utility accounts to be written off and to use any customary collection method, including submission to the state offset program, and to charge any applicable collection fees. Richardson seconded it. In discussion, it was noted the write-offs are low compared to historical figures. The Board requested historical comparisons be submitted with future write-off considerations. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

Richardson moved to approve the IMU job descriptions for Accounts Payable/Payroll Clerk and Network Support Specialist. Rozga seconded it. In discussion, GM Des Planques stated the job descriptions would be used to post job openings and that the Board had approved previous job descriptions. The AP/Payroll position is adding payroll duties to the current AP position, with a higher pay grade. The Network Specialist is a new position. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

Richardson moved to approve the safety consulting services renewal with TrueNorth. Smith seconded it.GM Des Planques noted that staff recommends approval. Question was called for, and on voice vote the Chairperson declared the motion carried unanimously.

General Manager Des Planques stated the audit would begin soon and the Board is encouraged to share any questions or concerns with the auditors prior to it beginning. Voigts asked that staff follow up with the auditor and then the Board about how best to communicate prior to the start of the audit. Denman and Company will give a post-audit presentation to the Board.

At 6:16 p.m. Rozga moved to enter into closed session in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure. Richardson seconded it. On roll call, the vote was AYES: Richardson, Forbush, Voigts, Rozga, Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

At 7:14 p.m. Rozga moved to exit the closed session and Richardson seconded it. On roll call, the vote was AYES: Richardson, Forbush, Voigts, Rozga, Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

The meeting was adjourned at 7:14 p.m. on a motion by Rozga and seconded by Richardson.

____
Adam Voigts, Chairperson

ATTEST:

____
Jackie Raffety, Deputy Clerk

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

Subject: Approval of August financial reports.

Recommendation: Roll call is in order.

Attachments: 1. 0821 Financials Summary

Water Utility
Fund Summary
August 31, 2021

	FY 2022 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY 2022 YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
					$ 2,768,300	$ 2,791,712	O&M Budget Revenue & Expenses
					$ 879,800	$ 879,800	Capital Budget Revenue & Expenses
						16.67%	Percent of Budget Comparison for July
600 Water O&M	$ 566,734	$ 485,733	$ 469,692	$ 582,775	17.55%	16.82%	
700 Water Capital	$ 2,208,167	$ 146,633	$ 124,646	$ 2,230,155	16.67%	14.17%	
790 Water Rev. Bonds	$ -	$ -	$ -	$ -			
780 Water Impr. Reserves	$ 75,000	$ -	$ -	$ 75,000			
Total	$ 2,849,901	$ 632,366	$ 594,337	$ 2,887,930			

Reserve Targets:

Operational Cash on Hand	77	Days
Overall (110 or better)	301	Days

Other Operating Data

	Gallons Pumped FY21-22	Gallons Pumped FY20-21		Inventory on Hand FY21-22	Inventory on Hand FY20-21
July	45,915,600	43,766,000		$ 70,025	$ 60,294
August	46,698,000	46,527,000		$ 86,918	$ 68,321
September					$ 75,317
October					$ 63,699
November					$ 63,642
December					$ 65,648
January					$ 63,009
February					$ 55,918
March					$ 87,967
April					$ 89,167
May					$ 84,617
June					$ 70,899
YTD TOTAL	92,613,600	90,293,000	YTD AVG	$ 78,471	$ 70,708
	2.6%			11.0%	

Electric Utility
Fund Summary
August 31, 2021

	FY 2022 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY 2022 YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
					$ 16,146,772	$ 15,692,183	O&M Budget Revenue & Expenses
					$ 1,071,600	$ 3,348,000	Capital Budget Revenue & Expenses
						16.67%	Percent of Budget Comparison for July
630 Electric O&M	$ 7,013,824	$ 3,145,100	$ 2,874,246	$ 7,284,678	19.48%	18.32%	
730 Electric Capital	$ 4,992,991	$ 167,529	$ 37,316	$ 5,123,204	15.63%	1.11%	No significant capital expenditures to date.
793 Electric Rev. Bonds	$ 588,885	$ 188,908	$ -	$ 777,794			
625 Revolving Econ Dev	$ 114,097	$ -	$ -	$ 114,097			
626 USDA RLF	$ 375,000	$ -	$ -	$ 375,000			
Total	$ 13,084,798	$ 3,501,538	$ 2,911,562	$ 13,674,773			

Reserve Targets:

Operational Cash on Hand	157	Days
Overall (110 or better)	264	Days

Other Operating Data

	Kwh's Billed FY21-22	Kwh's Billed FY20-21		Inventory on Hand FY21-22	Inventory on Hand FY20-21
July	11,445,992	8,914,241		$ 989,343	$ 994,613
August	12,112,667	13,234,240		$ 992,348	$ 988,447
September				$ -	$ 1,011,061
October				$ -	$ 1,003,522
November				$ -	$ 1,082,990
December				$ -	$ 1,089,326
January				$ -	$ 1,087,587
February				$ -	$ 1,045,063
March				$ -	$ 1,018,846
April				$ -	$ 976,098
May				$ -	$ 1,028,556
June				$ -	$ 992,530
YTD TOTAL	23,558,659	22,148,481	YTD AVG	$ 990,845	$ 1,026,553
	6.4%			-3.5%	

Fiber Utility
Fund Summary
August 31, 2021

	FY 2022 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY 2022 YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
					$ 4,237,100	$ 4,104,889	O&M Budget Revenue & Expenses
					$ 275,000	$ 270,000	Capital Budget Revenue & Expenses
						16.67%	Percent of Budget Comparison for July
640 Fiber O&M	$ 328,080	$ 704,004	$ 544,726	$ 487,358	16.62%	13.27%	
740 Fiber Capital	$ (403)	$ 46,049	$ 64,152	$ (18,506)	16.74%	23.76%	Service Installs
Total	$ 327,678	$ 750,052	$ 608,879	$ 468,851			

Reserve Targets:

Operational Cash on Hand	55	Days
Overall (110 or better)	48	Days

Other Operating Data

	Subscriptions FY21-22	Subscriptions FY20-21	Inventory on Hand FY21-22	Inventory on Hand FY20-21
July	2,995	2,402	$ 1,379,250	$ 1,041,499
August	3,039	2,455	$ 1,381,182	$ 1,050,027
September			$ -	$ 1,130,772
October			$ -	$ 1,145,629
November			$ -	$ 1,162,303
December			$ -	$ 1,168,993
January			$ -	$ 1,184,037
February			$ -	$ 1,235,109
March			$ -	$ 1,257,544
April			$ -	$ 1,300,743
May			$ -	$ 1,299,534
June		0	$ -	$ 1,383,366
YTD AVG	3,017	2,429	$ 1,380,216	$ 1,196,630
	24.2%		15.3%	

IMU Admin
Fund Summary
August 31, 2021

	FY 2022 Beg Fund Balance	YTD *Revenue	YTD **Expenditures	FY 2022 YTD Fund Balance	*Rev Compared to Budget	**Exp Compared to Budget	Notes
					$ 691,200	$ 691,200	O&M Budget Revenue & Expenses-Utility Services
					$ 560,711	$ 560,711	O&M Budget Revenue & Expenses-IMU Admin
						16.67%	Percent of Budget Comparison for July
620 Utility Services	$ -	$ 115,803	$ 97,325	$ 18,478	16.75%	14.08%	
IMU Admin	$ -	$ 93,452	$ 83,891	$ 9,561	16.67%	14.96%	
Total	$ -	$ 209,254	$ 181,216	$ 28,039			

INDIANOLA MUNICIPAL UTILITIES

Electric • Communications • Water

6.A.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

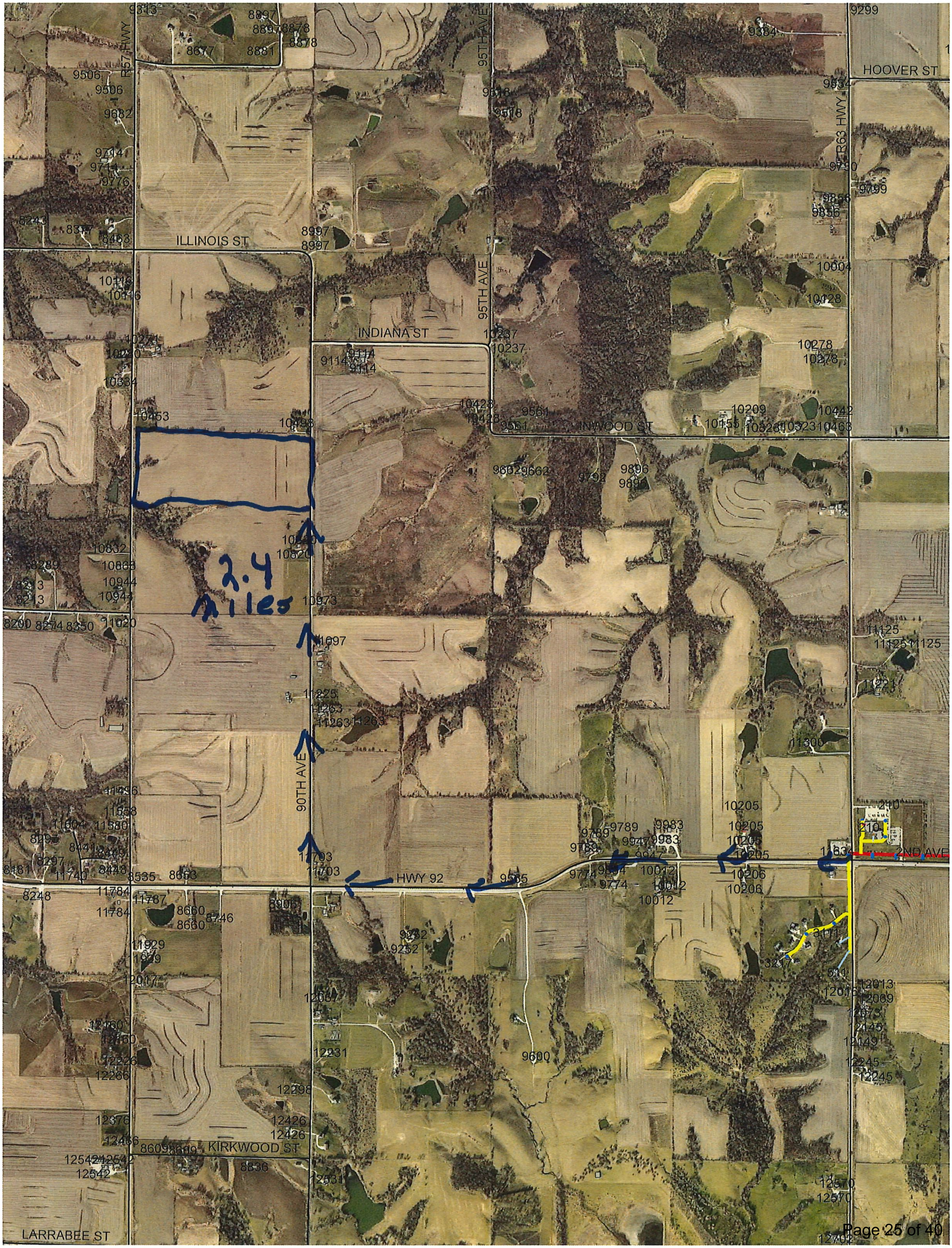
Date: October 11, 2021

Subject: Authorization for Warren Water to serve an IMU customer on 90th Avenue.

Recommendation: IMU has received a request from a resident on 90th Avenue to be served by Warren Water District (WWD) although the property is technically within two miles of the IMU service territory. Due to geographical barriers and a 2.4 mile main extension required to serve this customer, Superintendent Lou Elbert is recommending that the Board of Trustees approve a waiver for WWD to serve the property located on 90th Avenue. A map is included to show the location of the property. Warren Water is already at this location.

Simple motion approving the notification from Warren Water as required by law to service this resident is in order.

Attachments: 1. Map

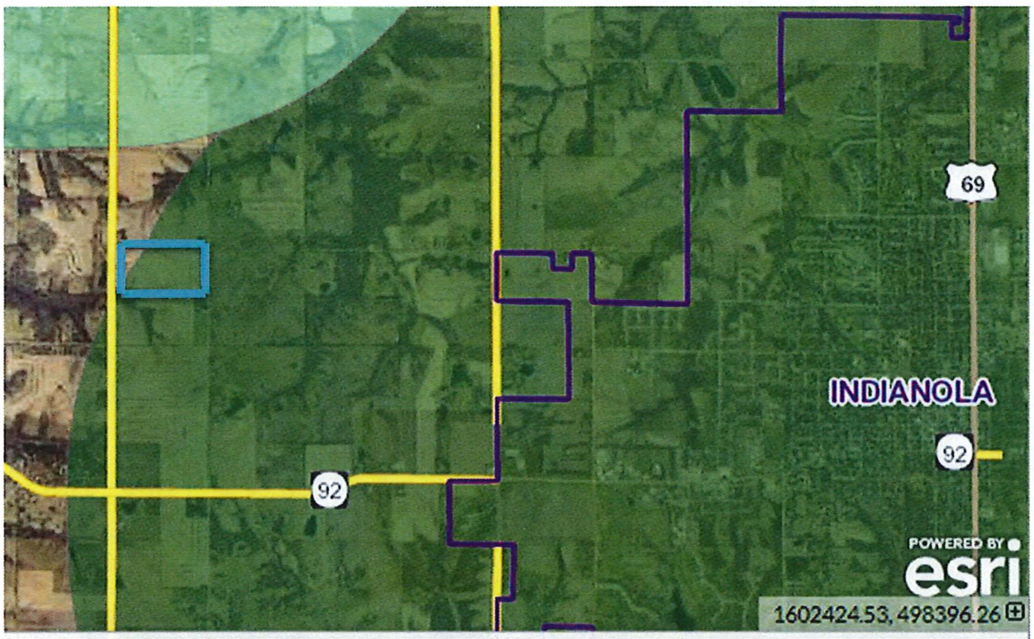

HOOVER ST
ILLINOIS ST
INDIANA ST
INWOOD ST
95TH AVE
90TH AVE
HWY 92
2ND AVE
KIRKWOOD ST
LARRABEE ST
2.4 miles

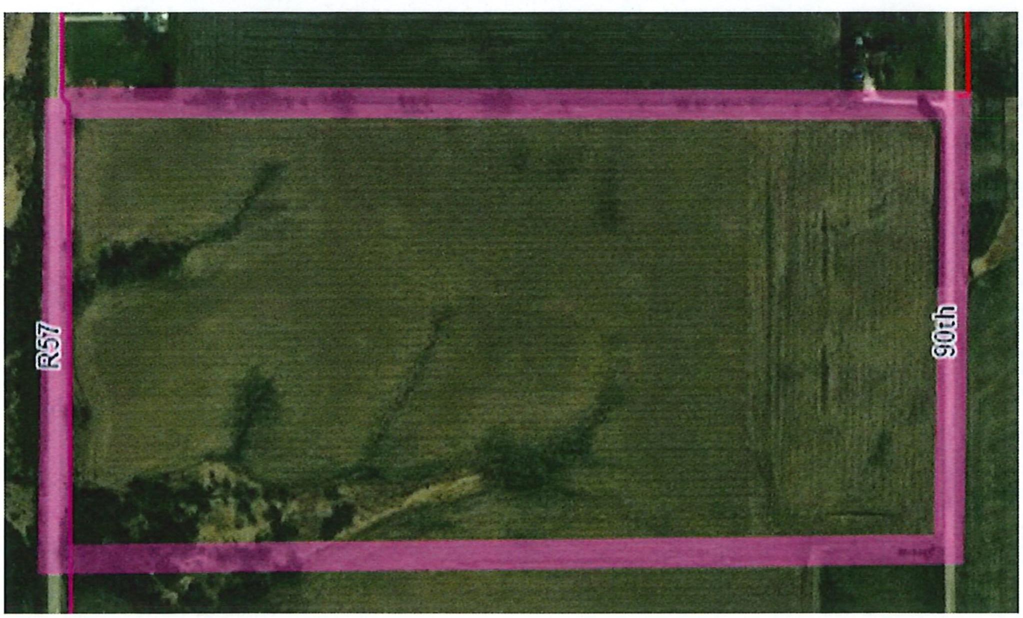

483
R57
0620
14000200841
R57 Hwy

&


41
14000200820


483
R57
620
14000200841
14000200820
14000200861
R57 Hwy
90th Ave


69
INDIANOLA
92
92
POWERED BY
esri
1602424.53, 498396.26


R57
90th

INDIANOLA MUNICIPAL UTILITIES

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

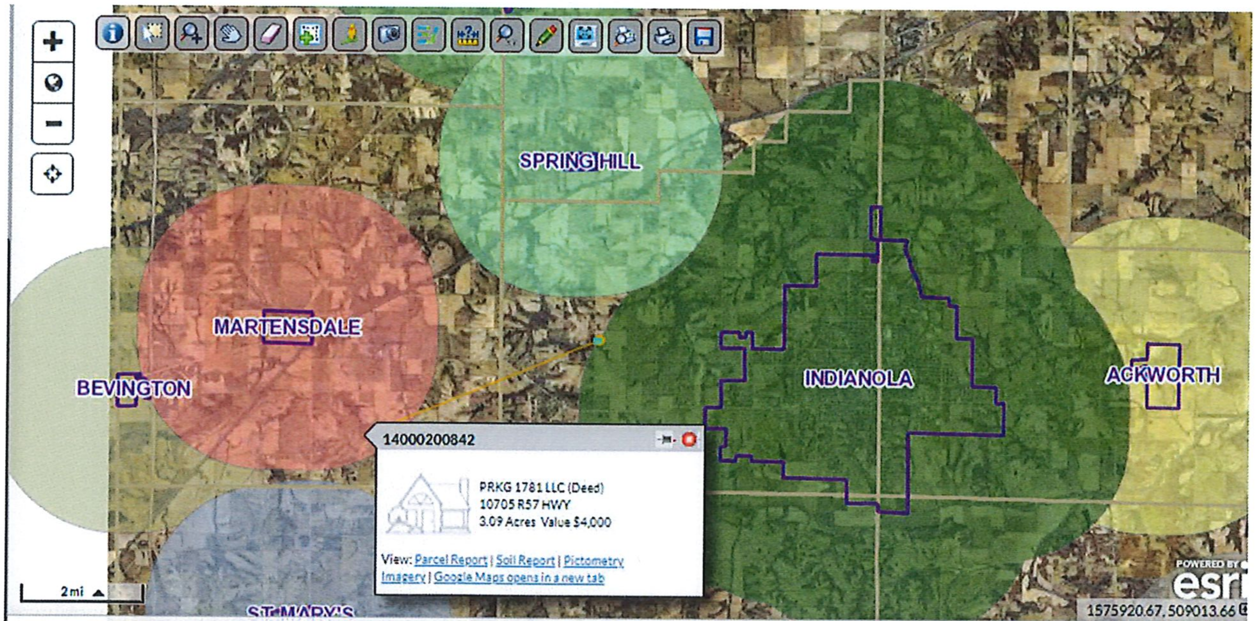
Subject: Authorization for Warren Water to serve an IMU customer at 10705 R57 Hwy.

Recommendation: IMU has received a request from a resident at 10705 R57 Hwy to be served by Warren Water District (WWD) although the property is technically within two miles of the IMU service territory. Due to geographical barriers and a 3 mile main extension required to serve this customer, Superintendent Lou Elbert is recommending that the Board of Trustees approve a waiver for WWD to serve the property located at 10705 R57 Hwy. A map is included to show the location of the property. Warren Water is already at this location.

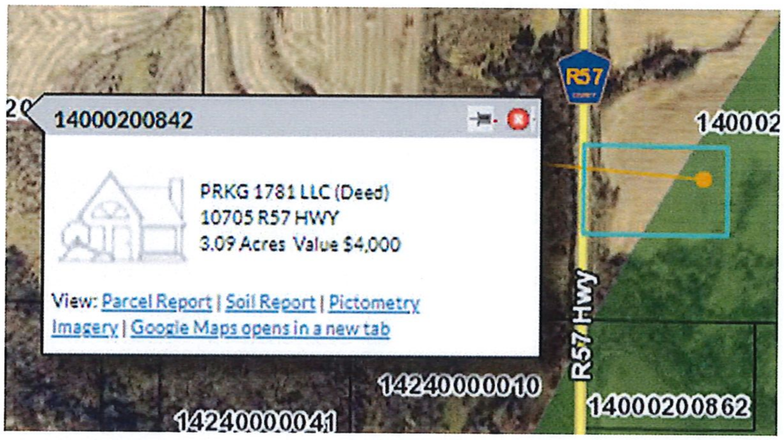
Simple motion approving the notification from Warren Water as required by law to service this resident is in order.

Attachments: 1. 10705 R57 Hwy Map


ILLINOIS ST
INDIANA ST
95TH AVE
INWOOD ST
JESUP ST
3.0 Miles
90TH AVE
92
KIRKWOOD ST
LARRABEE ST



Parcel ID	14000200842	Alternate ID	14000200840	Owner Address	PRKG 1781 LLC
Sec/Twp/Rng	20-76-24	Class	A		5 JACKSON AVE
Property Address	10705 R57 HWY INDIANOLA	Acreage	3.09		DES MOINES, IA 50315
District	14350				
Brief Tax Description	20-76-24 PCL P NW SE (Note: Not to be used on legal documents)				



INDIANOLA MUNICIPAL UTILITIES

IMU

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From:

Date: October 11, 2021

Subject: Resolution approving a confidentiality agreement between MidAmerican Energy Company and Indianola Municipal Utilities.

Recommendation: Roll call is in order.

Attachments:
1. Res 2021- approving confidentiality agreement
2. MEC and IMU Confidentiality Agreement

RESOLUTION NO 2021-

RESOLUTION APPROVING A CONFIDENTIALITY AGREEMENT BETWEEN MIDAMERICAN ENERGY COMPANY AND INDIANOLA MUNICIPAL UTILITIES

WHEREAS, MidAmerican Energy Company ("MidAmerican") and Indianola Municipal Utilities ("IMU") desire to obtain and exchange certain customer information regarding each other's business activities which information each Party deems to be and treats as being either non-public, confidential, a trade secret or proprietary in nature; and

WHEREAS, each Party has independently taken the necessary steps and precautions to preserve and safeguard such information, the same being deemed a valuable asset of each respective Party; and

WHEREAS, the Parties desire to enter into a confidentiality agreement attached hereto as Exhibit A in order to initiate discussions regarding potential joint business opportunities, projects, services or work.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees deems the confidentiality agreement to be in the best interest of IMU and its customers and hereby approves the agreement.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Trustees is hereby authorized to execute the agreement on behalf of Indianola Municipal Utilities.

Passed and approved this 13th day of October 2021.

____
Adam Voigts, Chairperson

ATTEST:

____
Jackie Raffety, Deputy Clerk

CONFIDENTIALITY AGREEMENT

This CONFIDENTIALITY AGREEMENT (the “Agreement”), dated as of the ________ day of September, 2021 is entered into by and between **MidAmerican Energy Company**, an Iowa corporation, on behalf of itself, its subsidiaries and all of its affiliates that it controls (collectively “MidAmerican”), and **Indianola Municipal Utilities, 210 West 2nd Ave., Indianola, IA, 50125**, on behalf of itself, its subsidiaries and all of its affiliates that it controls (collectively “IMU”). MidAmerican and “IMU” individually shall be referred to as a “Party” and collectively referred to as “Parties.”

WITNESSETH

WHEREAS, the Parties desire to obtain and exchange certain customer information regarding each other’s business activities which information each Party deems to be and treats as being either non-public, confidential, a trade secret or proprietary in nature; and

WHEREAS, each Party has independently taken the necessary steps and precautions to preserve and safeguard such information, the same being deemed a valuable asset of each respective Party; and

WHEREAS, the Parties desire to initiate discussions regarding potential joint business opportunities, projects, services or work;

NOW, THEREFORE, for good and valuable consideration, and the Parties intending to be bound by the mutual and reciprocal covenants, terms and conditions contained herein, the Parties hereby agree as follows:

1. This Agreement shall cover the following with respect to work between the Parties regarding the potential exchange of customers between IMU and MidAmerican: (i) any and all information or material (in any form, whether tangible, intangible, oral, written or electronically encoded) (collectively the “Information”) provided to one Party by the other or discussions regarding potential joint business opportunities, projects, services or work between the Parties and the following with respect thereto; (ii) any and all notes, summaries, reports, memorandums, and the like, or any other compilation thereof which contain any Information or materials relating to the Discussions (collectively the “Notes”); and (iii) any and all new or different information or material (in any form, whether tangible, intangible, oral, written or electronically encoded) which is generated, developed or created as a result of the Parties’ Discussions (collectively the “New Information”). The Information, Discussions, Notes and New Information shall hereinafter collectively be referred to as “Confidential Information”.

2. [reserved].

3. Both Parties acknowledge and agree that in the course of the Discussions contemplated by this Agreement each Party shall be receiving Confidential Information concerning one another, and as a result thereof, each Party covenants to protect, preserve and safeguard the Confidential Information of the other Party. Each Party shall be the sole owner of all Confidential Information which it provides to the other Party. This Agreement contemplates that a limited number of agents, employees, or other persons performing services or work under this Agreement shall have knowledge of and access to the Confidential Information, or any facts related thereto, of the other Party. Each Party shall cause any of its agents,

employees, or other persons performing services or work under this Agreement, who are provided the Confidential Information to take all reasonable steps necessary to preserve, protect and safeguard the same. Without limitation, a Party shall not (i) copy, reproduce, distribute, or disclose to any person, firm, entity, corporation, or any agents, employees, or other persons performing services or work under this Agreement, except as may be permitted by this Agreement, any of the Confidential Information, or any facts related thereto; (ii) disclose to any agent, employee or other person performing services or work under this Agreement of the other Party, except those whom the Parties mutually agree and identify as authorized to receive such disclosure, any of the Confidential Information, or any facts relating thereto; (iii) permit any third party to have access to such Confidential Information; or (iv) knowingly use such Confidential Information for any purpose other than for the purposes set forth herein. Without limitation, each Party shall ensure that (i) all Confidential Information which is in an electronic, tangible or written form be kept in a secure and safe place, separate from all other information maintained by such Party and cause or permit such Confidential Information to be removed only by employees authorized to have access to the Confidential Information under the terms of this Agreement; and (ii) Confidential Information removed by such authorized employees will be placed in folders marked, "Confidential". Upon disclosing Party's written request, the nondisclosing Party shall either destroy all Confidential Information and certify to the same or shall return all original Confidential Information provided by disclosing Party and destroy all electronic versions of the same and will not retain any copies or other reproductions in whole or in part of such material, except to the extent required by law. Notwithstanding anything herein to the contrary, the Parties acknowledge that: a) IMU may share Confidential Information with outside legal counsel.

4. A Party may not transmit or deliver the Confidential Information to any third parties, including, but not limited to a Party's consultants, agents, subcontractors, independent contractors, outside counsel (except IMU's outside legal counsel) or other persons (collectively "Third Party"), without the prior written authorization of the other Party. It being the intent of the Parties hereto that prior to the transmittal or delivery of the Confidential Information to any Third Party, that (i) it is determined that the Third Party needs to know the Confidential Information for the sole purpose of assisting a Party relative to the Discussions; (ii) the Third Party is informed of the existence of and has agreed to be bound by the terms of this Agreement; and (iii) the Third Party shall become an express signatory to this Agreement or a separate agreement with equivalent terms.

5. Each Party understands that because of the unique nature of the Confidential Information, in addition to other available remedies, each Party shall be entitled to seek injunctive and other extraordinary relief in enforcing this Agreement. In any action brought to enforce the terms of this Agreement in which a nonreleasing Party prevails or prevents a releasing Party from disclosing Confidential Information to an unauthorized Third Party, the nonreleasing Party shall be entitled to recover all costs of such an action, including attorneys' fees and expert witness fees, from the releasing Party. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY FURTHER WAIVES ANY RIGHT TO CONSOLIDATE ANY ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

6. In the event that a Party is requested in any proceeding to disclose any Confidential Information, that Party shall give the other Party prompt written notice of such request so that the other Party may seek an appropriate protective order. In the event that a Third Party is requested in any proceeding to disclose any Confidential Information, such Third Party shall give prompt written notice to both Parties. If in the absence of a protective order, a Party or Third Party is advised by counsel that disclosure of the Confidential Information is finally required, after exhausting any appeal rights each Party may possess, the Party or Third Party, as the case may be, may disclose such Confidential Information without liability hereunder.

The Party which is being required to disclose such Confidential Information as part of any proceeding shall be required to seek a protective order or injunction, as is appropriate, to prevent the disclosure of such Confidential Information and shall bear all costs, including attorneys' fees, associated therewith. In the case of a Third Party, the Party for whom whose benefit the Third Party has been employed, shall institute and bear the costs of such an action to prevent the disclosure of such Confidential Information.

7. This Agreement shall not restrict the release or use by a Party or Third Party of any Confidential Information which falls into any of the following categories:

(a) Any Confidential Information which has come within the public domain, except that which has come in the public domain through the releasing Party's or Third Party's breach of this Agreement; or

(b) Confidential Information which was lawfully available to the releasing Party or Third Party on a non-confidential basis prior to its disclosure hereunder; or

(c) Confidential Information which is proved to have been developed independently by the recipient.

8. [reserved].

9. Each Party understands, acknowledges, and agrees that the other Party is not making any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information, and each Party, including its respective officers, directors, employees, and authorized Third Party agents will have no liability to the other Party or its Third Party agents resulting from the other Party's use of the Confidential Information.

10. If a Party or Third Party questions whether an item constitutes Confidential Information, such Party or Third Party shall immediately bring the question to the attention of the other Party and obtain written clarification regarding the item's proprietary nature prior to any disclosure of the same to anyone who is not a signatory to this Agreement.

11. No failure or delay by either Party in exercising any right, power, or privilege under this Agreement shall be deemed a waiver thereof or preclude exercise of any other or further right, power, or privilege hereunder.

12. Nothing in this Agreement shall be interpreted as granting either Party any right or license, express or implied, to use all or part of the Confidential Information, except for the purposes expressed herein.

13. It is understood that this Agreement does not obligate either Party to enter into any further agreements.

14. This Agreement and all obligations under this Agreement will terminate on the date two (2) years from the date of this Agreement or the termination date of services, whichever is longer. This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa. Each of the provisions of this Agreement shall be enforceable independently of any other provision of this Agreement and independent of any other claim or cause of action. In the event of any matter or dispute arising out of or related to this Agreement, it is agreed between the parties that the law of the State

of Iowa (including statute of limitations provisions) will be given the interpretation, validity and effect of this Agreement without regard of the place of execution, place of performance thereof, or any conflicts of law provisions. The Recitals contained above are repeated verbatim and are made a part of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first above written.

MIDAMERICAN ENERGY COMPANY	**INDIANOLA MUNICIPAL UTILITIES**
By: ______________________________	By: ______________________________
Printed: ______________________________	Printed: ______________________________
Title: ______________________________	Title: ______________________________

ATTACHMENT A

NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION (NERC) CRITICAL INFRASTRUCTURE PROTECTION (CIP) STANDARDS

1. Attachment A applies to IMU Personnel when IMU Personnel have electronic and/or unescorted physical CIP access.
    a. CIP access includes electronic and/or unescorted physical access to MidAmerican systems and/or protected information regulated by the NERC CIP standards.
    b. Personnel include IMU's employees, agents, Subcontractors or independent contractors and the employees of Subcontractors or independent contractors.
    c. IMU is named in this confidentiality agreement (Agreement). IMU collectively includes itself, its subsidiaries and all of its affiliates that it controls.
    d. MidAmerican is MidAmerican Energy Company, an Iowa corporation. MidAmerican collectively includes itself, its subsidiaries and all of its affiliates that it controls.

2. MidAmerican and IMU shall designate representatives for purposes of addressing issues and performance under this NERC CIP Agreement.
    a. MidAmerican's designated representative, CIP administration, is available twenty-four (24) hours per day, seven (7) days per week. Reporting relating to this Agreement shall be to MidAmerican's designated representative.
    b. IMU shall designate one person and an alternate to be the responsible contacts for CIP reporting, communications and documentation.

3. IMU shall comply with MidAmerican's NERC CIP programs. Programs are available from MidAmerican's designated representative. Specific to access management program, personnel risk assessment program, training program, security awareness program and CIP protected information program, IMU compliance requirements include, but are not limited to:
    a. reporting immediately (twenty-four hours per day, seven days per week) all Personnel terminations and all other changes in employment status or assignments that change need for MidAmerican CIP access; submit timely, accurate and detailed documentation to verify compliance; and respond timely to MidAmerican.
    b. conducting personnel risk assessments of Personnel as specified in Section 5 of this Attachment and submit timely, accurate and detailed documentation to verify compliance to MidAmerican.
    c. providing Personnel with MidAmerican's CIP training and submit timely, accurate and detailed completion documentation to verify compliance to MidAmerican.
    d. providing Personnel with MidAmerican's security awareness materials and submit timely, accurate and detailed documentation to verify compliance to MidAmerican.
    e. assuring adherence to MidAmerican's CIP protected information program.
    f. requiring Personnel to sign a MidAmerican Attachment B Nondisclosure Statement, if requested by MidAmerican.
    g. requiring its subsidiaries and all of its affiliates that it controls, as well as agents, Subcontractors and independent contractors to execute a MidAmerican Energy

Company Confidentiality Agreement that includes NERC CIP terms if their Personnel have CIP access.

h. keeping accurate and detailed documentation as specified in Section 6 of this Attachment to confirm compliance with this Agreement for requirements of NERC CIP standards.

4. IMU shall require IMU's Personnel to comply with MidAmerican's NERC CIP programs. Specific to access management program, personnel risk assessment program, training program, security awareness program and CIP protected information program, Personnel's compliance requirements include, but are not limited to:
    a. immediately reporting (twenty-four (24) hours per day, seven (7) days per week) to IMU all changes in their employment status or need for MidAmerican CIP access.
    b. authorizing IMU to obtain and provide a compliant criminal history records check and identity confirmation to MidAmerican.
    c. completing and following MidAmerican's CIP training whether delivered by IMU or by MidAmerican and regardless of training method.
    d. reviewing and observing MidAmerican's security awareness materials.
    e. adhering to MidAmerican's protected information program and handling procedures.
    f. signing a MidAmerican Attachment B Nondisclosure Statement, if requested by MidAmerican.

5. If requested by MidAmerican, the IMU shall conduct and shall update no less frequently than every seven (7) years, or for cause, at IMU's cost and expense, identity confirmation and a seven year criminal history records check on Personnel with electronic and/or unescorted physical CIP access per Section 1 of this Attachment.
    a. The provider performing the identity confirmation and criminal history records check shall be acceptable to MidAmerican. Acceptable providers shall perform all the tasks listed in b. below.
    b. Providers will, at a minimum, perform:
        i. an identity confirmation (social security number verification for U.S. citizens).
        ii. a seven year criminal history records check which includes:
            1. current residence, regardless of duration. Include the start date for the current residence in the report.
            2. other locations where, during the seven years immediately prior to the date of the criminal history records check, the subject has resided for six consecutive months or more. Include the start and end date of residence at each location in the report.
            3. a full seven year criminal history records check. If it was not possible to perform a full seven year criminal history records check, conduct as much of the seven year criminal history records check as possible and document the reason the full seven year criminal history records check could not be performed.
            4. all felony and/or misdemeanor convictions, including but not limited to violence to persons or property, theft, fraud, drugs, alcohol, or traffic.
    c. IMU shall promptly supply to MidAmerican:
        i. a certification that meets MidAmerican's criteria for each identity confirmation and seven year criminal history records check.

    ii. the detailed identity confirmation and seven year criminal history records check redacted for social security number (first five digits) and birth year.

   d. IMU shall not allow Personnel to have CIP access who have not met MidAmerican's criteria, unless IMU or Third Party has received assent from MidAmerican.
   e. IMU shall:
      i. ensure that Personnel sign an appropriate authorization form prior to the identity confirmation and seven year criminal history records check being conducted, acknowledging they are being conducted and authorizing IMU to supply the information obtained to MidAmerican.
      ii. conduct all identity confirmations and seven year criminal history records checks in accordance with federal, state, provincial, and local laws, and subject to existing collective bargaining unit agreements or other agreements, if any.

6. IMU shall keep such timely, accurate and detailed documentation as may be necessary for substantiation of compliance with this Agreement.
   a. The method for maintaining documentation shall be satisfactory to MidAmerican.
   b. MidAmerican, or its designee, shall be afforded access to, and allowed to make copies of all IMU's documentation that, in MidAmerican's judgment, relate to this Agreement.
   c. This documentation will be available at the IMU's regular place of business during normal working hours or provided to MidAmerican in such reasonable alternative manner as may be requested by MidAmerican.
   d. IMU shall preserve all such documentation for a period of three (3) years after completion of its services or work for MidAmerican, or longer where required by law.

7. MidAmerican will provide revised terms to IMU, if applicable, when:
   a. NERC CIP requirements are revised.
   b. NERC or their regional delegates revise compliance monitoring and enforcement for the NERC CIP requirements.

ATTACHMENT B

NONDISCLOSURE STATEMENT

The undersigned acknowledges and agrees:

1. I am aware that a Confidentiality Agreement has been executed by my employer with respect to services and work being performed for MidAmerican Energy Company or its subsidiaries and/or affiliated companies ("MidAmerican");

2. I have been instructed by my employer in relation to the Confidentiality Agreement and fully understand its terms, including but not limited to my obligation to stop any unauthorized disclosures and notify MidAmerican immediately;

3. I am aware that the Federal Defend Trade Secrets Act of 2016 provides immunity from civil or criminal liability for any employee or contractor who discloses a trade secret "in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney" where the disclosure by the employee or contractor is "solely for the purpose of reporting or investigating a suspected violation of law" or "is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

In consideration of MidAmerican allowing me access to MidAmerican facilities and information, and for the protection of MidAmerican, I personally agree to the provisions and terms of the Confidentiality Agreement. My agreement is evidenced by my signature below.

I HAVE READ THE FOREGOING AGREEMENT AND NONDISCLOSURE STATEMENT UNDERSTAND ITS TERMS AND FREELY AND VOLUNTARILY SIGN THE SAME.

Agreed to this ______________ day of __________________, 20_____.

Signature By:	Signature By:
Name Printed	Name Printed
Company	Company
T Number (T Number supplied by MEC)	T Number (T Number supplied by MEC)

Signature By:	Signature By:
Name Printed	Name Printed
Company	Company
T Number (T Number supplied by MEC)	T Number (T Number supplied by MEC)

INDIANOLA MUNICIPAL UTILITIES

Electric • Communications • Water

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities

From: Jackie Raffety, Deputy Clerk

Date: October 11, 2021

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None