



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

January 10, 2022

5:30 PM

City Hall Council Chambers

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda:**
 - A. Approval of November financials.
 - B. Approval of Claims from December 29, 2021.
 - C. Approval of Claims from January 10, 2022.
 - D. Approval of Minutes of the prior council meetings.
- 5. Electric Utility Informational Items**
 - A. Solar Update and Discussion with Sandhill Energy.
- 6. Water Utility Informational Items**
- 7. Communications Utility Action Items**
 - A. Resolution approving the Communications Utilities Service Policy.
- 8. Communications Utility Informational Items**
- 9. Combined Electric, Water and Communications Action Items**
 - A. Resolution approving a waiver and consenting to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Indianola Municipal Utilities and the City of Pella regarding the 28E Agreement for a joint transport line.
 - B. Resolution approving a 28E Agreement for a joint public improvement project of a fiber transport line between the City of Pella and the Indianola Municipal Utilities.
 - C. Resolution approving an administrative services agreement between Indianola Municipal Utilities and MissionSquare Retirement.
 - D. Resolution approving salaries.
 - E. Selection of 2022 Officers

- 10. Combined Electric, Water and Communications Informational Items**
- 11. Other Business**
- 12. Adjourn**

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: January 10, 2022
Subject: Approval of November financials.

Recommendation: Simple motion is in order.

Attachments: 1. 1121 Financials Summary

Water Utility
Fund Summary
November 30, 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 \$ 879,800	\$ 2,791,712 \$ 879,800 41.67%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for July
600 Water O&M	\$ 566,734	\$ 1,236,965	\$ 1,220,784	\$ 582,915	44.68%	43.73%	
700 Water Capital	\$ 2,208,167	\$ 366,583	\$ 239,111	\$ 2,335,639	41.67%	27.18%	
790 Water Rev. Bonds	\$ -	\$ -	\$ -	\$ -			
780 Water Impr. Reserves	\$ 75,000	\$ -	\$ -	\$ 75,000			
Total	\$ 2,849,901	\$ 1,603,548	\$ 1,459,895	\$ 2,993,554			
Reserve Targets:							
Operational Cash on Hand		73 Days					
Overall (110 or better)		314 Days					

Other Operating Data

	Gallons Pumped		Inventory on Hand	
	FY21-22	FY20-21	FY21-22	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	44,528,000	38,938,000	\$ 86,965	\$ 75,317
October	41,430,000	37,065,000	\$ 81,330	\$ 63,699
November	36,116,000	32,846,000	\$ 114,388	\$ 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	214,687,600	199,142,000	YTD AVG \$ 87,925	\$ 70,708
	7.8%		24.3%	

**Electric Utility
Fund Summary
November 30, 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 \$ 1,071,600	\$ 15,692,183 \$ 3,348,000 41.67%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for July
630 Electric O&M	\$ 7,013,824	\$ 7,997,683	\$ 6,434,070	\$ 8,577,438	49.53%	41.00%	2017C Interest Payment
730 Electric Capital	\$ 4,992,991	\$ 548,447	\$ 138,892	\$ 5,402,547	51.18%	4.15%	
793 Electric Rev. Bonds	\$ 588,885	\$ 472,271	\$ 168,250	\$ 892,907			
625 Revolving Econ Dev	\$ 114,097	\$ -	\$ -	\$ 114,097			
626 USDA RLF	\$ 375,000	\$ -	\$ -	\$ 375,000			
Total	\$ 13,084,798	\$ 9,018,401	\$ 6,741,212	\$ 15,361,988			
Reserve Targets:							
Operational Cash on Hand	204 Days						
Overall (110 or better)	317 Days						

Other Operating Data

Kwh's Billed			Inventory on Hand		
	<u>FY21-22</u>	<u>FY20-21</u>		<u>FY21-22</u>	<u>FY20-21</u>
July	11,445,992	8,914,241	\$	989,343	\$ 994,613
August	12,112,667	13,234,240	\$	992,348	\$ 988,447
September	13,038,750	13,646,968	\$	997,025	\$ 1,011,061
October	13,556,254	13,400,541	\$	1,020,121	\$ 1,003,522
November	9,944,562	10,297,980	\$	1,057,167	\$ 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	60,098,225	59,493,970	YTD AVG	\$ 1,011,201	\$ 1,026,553
	1.0%			-1.5%	

**Fiber Utility
Fund Summary
November 30, 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 \$ 275,000	\$ 4,104,889 \$ 270,000 41.67%	O&M Budget Revenue & Expenses Capital Budget Revenue & Expenses Percent of Budget Comparison for July
640 Fiber O&M	\$ 328,080	\$ 1,816,952	\$ 1,604,600	\$ 540,432	42.88%	39.09%	
740 Fiber Capital	\$ (403)	\$ 114,799	\$ 124,483	\$ (10,087)	41.74%	46.10%	
Total	\$ 327,678	\$ 1,931,751	\$ 1,729,083	\$ 530,345			
Reserve Targets:							
Operational Cash on Hand		52 Days					
Overall (110 or better)		47 Days					

Other Operating Data

	Subscriptions			Inventory on Hand	
	<u>FY21-22</u>	<u>FY20-21</u>		<u>FY21-22</u>	<u>FY20-21</u>
July	2,995	2,402		\$ 1,379,250	\$ 1,041,499
August	3,039	2,455		\$ 1,381,182	\$ 1,050,027
September	3,087	2,519		\$ 1,391,655	\$ 1,130,772
October	3,136	2,594		\$ 1,403,383	\$ 1,145,629
November	3,173	2,633		\$ 1,395,733	\$ 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				\$ -	\$ 1,383,366
YTD AVG	3,086 22.4%	2,521	YTD AVG	\$ 1,390,241 16.2%	\$ 1,196,630

**IMU Admin
Fund Summary
November 30, 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 \$ 560,711	\$ 691,200 \$ 560,711 41.67%	O&M Budget Revenue & Expenses-Utility Services O&M Budget Revenue & Expenses-IMU Admin Percent of Budget Comparison for July
620 Utility Services	\$ -	\$ 289,297	\$ 254,846	\$ 34,451	41.85%	36.87%	
IMU Admin	\$ -	\$ 233,629	\$ 235,122	\$ (1,493)	41.67%	41.93%	
Total	\$ -	\$ 522,926	\$ 489,968	\$ 32,958			

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Approval of Claims from December 29, 2021.

Recommendation: Simple motion is in order.

Attachments: 1. 122921 eLation Claims List

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, December 29, 2021

8:10:22 AM

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										
12/7/2021	ACCO liquid chlorinating	Open Terms	1,317.60	0.00	0.00	1,317.60	1,317.60	0217797-IN	BL-7298	
						1,317.60	1,317.60			
AIR MACH - VEND-3410										
12/3/2021	Air compressor parts	Open Terms	80.60	0.00	0.00	80.60	80.60	110216	BL-7292	
						80.60	80.60			
AUTOMATIC SYSTEMS CO. - VEND-51495										
12/7/2021	Hours traveled and field service	Open Terms	479.50	0.00	0.00	479.50	479.50	36943 S	BL-7299	
						479.50	479.50			
Bally Sports Midwest - VEND-1222										
12/22/2021	1121 EXP Basic	Net 30	4,394.84	0.00	15.00	4,394.84	4,394.84	T35273	BL-7330	
						4,394.84	4,394.84			
Big Ten Network - VEND-1096										
12/30/2021	1121 BTN	Net 30	1,803.20	0.00	15.00	1,803.20	1,803.20	98861	BL-7328	
						1,803.20	1,803.20			
Border States Industries Inc - VEND-1070										
1/14/2022	140 Amp Fuses	Net 30	147.78	0.00	15.00	147.78	147.78	923387533	BL-7322	
1/15/2022	140 Amp Fuses	Net 30	71.67	0.00	15.00	71.67	71.67	923395582	BL-7323	
1/7/2022	Meter Socket 5th Term	Net 30	111.58	0.00	15.00	111.58	111.58	923345171	BL-7287	
1/20/2022	140 Amp Fuses	Net 30	211.11	0.00	15.00	211.11	211.11	923420477	BL-7349	
						542.14	542.14			
Calix Inc - VEND-1028										
1/2/2022	ROUTER - 844E-1	Net 30	3,047.84	0.00	15.00	3,047.84	3,047.84	278858	BL-7331	
1/1/2022	ONT - 803G & 804 MESH WIFI EXTENDER	Net 30	4,896.82	0.00	15.00	4,896.82	4,896.82	278727	BL-7332	
1/12/2022	GPON	Net 30	5,364.02	0.00	15.00	5,364.02	5,364.02	279882	BL-7371	
1/10/2022	Field installation kit	Net 30	783.89	0.00	15.00	783.89	783.89	279833	BL-7372	
						14,092.57	14,092.57			
Cappel's Ace Hardware - VEND-1204										
1/11/2022	Tape measure	Net 30	12.99	0.00	15.00	12.99	12.99	001911	BL-7284	
						12.99	12.99			

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Indianola Municipal Utilities

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	12/1/2021	1121 Bandwidth & 5g	Net 30	6,582.66	0.00	15.00	6,582.66	6,582.66	1121 Bandwidth & 5g	BL-7369
							6,582.66	6,582.66		
CELLULAR ADVANTAGE INC - VEND-8130										
	10/29/2021	Util Svcs phone accessory	Open Terms	55.48	0.00	0.00	55.48	55.48	OS421IN8990.2	BL-7377
							55.48	55.48		
Cintas Corporation - VEND-1007										
	1/2/2022	First aid supplies	Net 30	262.43	0.00	15.00	262.43	262.43	8405447686	BL-7297
							262.43	262.43		
City Of Indianola - VEND-1008 - BL-7386										
	1/30/2022	1121 Caselle Claims	Net 30	8,152.20	0.00	15.00	8,152.20	8,152.20	1121 Caselle Claims	BL-7386
							8,152.20	8,152.20		
Consortia Consulting - VEND-1009										
	1/9/2022	Consulting	Net 30	975.00	0.00	15.00	975.00	975.00	23109	BL-7363
							975.00	975.00		
CORE & MAIN - VEND-102636										
	12/4/2021	Lower rod	Open Terms	450.00	0.00	0.00	450.00	450.00	Q049929	BL-7374
	12/16/2021	Hyd 6'	Open Terms	2,550.00	0.00	0.00	2,550.00	2,550.00	Q083212	BL-7375
	12/15/2021	12" Hyd Ext	Open Terms	1,044.18	0.00	0.00	1,044.18	1,044.18	Q105039	BL-7376
							4,044.18	4,044.18		
Des Moines Register Media - VEND-1010										
	12/30/2021	BOT minutes	Net 30	42.71	0.00	15.00	42.71	42.71	0004264962	BL-7302
	12/1/2021	BOT minutes	Net 30	368.34	0.00	15.00	368.34	368.34	0004264607	BL-7312
							411.05	411.05		
Duane Huerter - VEND-1141 - BL-7274										
	12/13/2021	Credit Refund	Net 30	115.66	0.00	0.00	115.66	115.66	00004390-9	BL-7274
							115.66	115.66		
Dust Pros Janitorial - VEND-1011										
	1/7/2022	Cleaning supplies- WA	Net 30	57.00	0.00	15.00	57.00	57.00	2465	BL-7301
	1/18/2022	Cleaning supplies - Util Svcs	Net 30	32.10	0.00	15.00	32.10	32.10	2471	BL-7313
	1/18/2022	1221 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2470	BL-7314

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Indianola Municipal Utilities

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	1/18/2022	Cleaning supplies - EL	Net 30	71.48	0.00	15.00	71.48	71.48	2469	BL-7355
	1/18/2022	1221 Cleaning - EL	Net 30	984.40	0.00	15.00	984.40	984.40	2468	BL-7356
	1/18/2022	1221 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	2472	BL-7344
							2,749.98	2,749.98		
ECHO Group, Inc - VEND-1061										
	12/3/2021	1" PVC - 10' STICK	Net 30	511.57	0.00	15.00	511.57	511.57	S9218670.001	BL-7359
							511.57	511.57		
HACH COMPANY - VEND-20810										
	12/14/2021	Univer 3 powder	Open Terms	63.75	0.00	0.00	63.75	63.75	12789024	BL-7361
							63.75	63.75		
Hearst Television Inc - VEND-1131										
	12/30/2021	1121 KCCI	Net 30	5,346.40	0.00	15.00	5,346.40	5,346.40	420647	BL-7326
							5,346.40	5,346.40		
HYDAKER WHEATLAKE CO, THE - VEND-103109										
	12/15/2021	Transmission pole replacement	Open Terms	94,752.95	0.00	0.00	94,752.95	94,752.95	138790	BL-7320
							94,752.95	94,752.95		
Independent Advocate - VEND-1136										
	1/7/2022	Digital advertising	Net 30	200.00	0.00	15.00	200.00	200.00	974	BL-7367
							200.00	200.00		
Indoff Incorporated - VEND-1058										
	1/14/2022	Office supplies	Net 30	26.08	0.00	15.00	26.08	26.08	3529128	BL-7334
							26.08	26.08		
Infomax Office Systems Inc - VEND-1013										
	1/19/2022	1221 Copier contract	Net 30	853.78	0.00	15.00	853.78	853.78	30694059	BL-7379
							853.78	853.78		
Interstate Power Systems Inc - VEND-1033										
	1/12/2022	Service call	Net 30	1,014.00	0.00	15.00	1,014.00	1,014.00	R012080081:01	BL-7346
							1,014.00	1,014.00		
Iowa Dept Of Revenue - VEND-1117										
	12/31/2021	Sales Tax Billed 12-1-21	Net 30	41,914.43	0.00	15.00	41,914.43	41,914.43	Sales Tax Billed 12-1-21	BL-7378

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Indianola Municipal Utilities

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
							41,914.43	41,914.43		
Iowa One Call - VEND-1015										
1/16/2022	Locates	Net 30	374.40	0.00	15.00	374.40	374.40	237251	BL-7357	
							374.40	374.40		
ITRON INC. - VEND-25704										
12/13/2021	Hardware and software maintenance	Open Terms	5,206.04	0.00	0.00	5,206.04	5,206.04	608870	BL-7385	
							5,206.04	5,206.04		
K.M. KING INC - VEND-101515										
12/9/2021	Pay Estimate No 2	Open Terms	48,041.50	0.00	0.00	48,041.50	48,041.50	Pay Estimate No 2	BL-7296	
							48,041.50	48,041.50		
LONGER, CHRIS - VEND-34025										
12/16/2021	Wellness Reimbursement February 21 to Dec	Open Terms	275.00	0.00	0.00	275.00	275.00	Wellness Reimbursement	BL-7303	
							275.00	275.00		
Mahaska Communications Group - VEND-1017										
12/1/2021	1121 T1 Transport	Net 30	77.00	0.00	15.00	77.00	77.00	1121 T1 Transport	BL-7368	
							77.00	77.00		
Marquee Sports Network - VEND-1165										
12/30/2021	1121 Expanded Basic	Net 30	2,648.60	0.00	15.00	2,648.60	2,648.60	1121 Expanded Basic	BL-7324	
							2,648.60	2,648.60		
McCoy Hardware Inc - VEND-1035										
1/13/2022	9V Alk battery	Net 30	36.87	0.00	15.00	36.87	36.87	A526528	BL-7285	
							36.87	36.87		
Mid American Energy Co - VEND-1018										
1/20/2022	Electric - muni plt substation	Net 30	10.00	0.00	15.00	10.00	10.00	520585050	BL-7343	
1/19/2022	Gas - 210 W 2nd	Net 30	89.81	0.00	15.00	89.81	89.81	520572237	BL-7383	
							99.81	99.81		
Midwest Alarm Services - VEND-1116										
1/7/2022	Fire alarm monitoring - Building A	Net 30	458.38	0.00	15.00	458.38	458.38	367488	BL-7293	
							458.38	458.38		

AP Check Preview

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Indianola Municipal Utilities

Wednesday, December 29, 2021

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805										
	12/30/2021	Purchased power - Nov 21	Net 30	665,921.34	0.00	15.00	665,921.34	665,921.34	302541	BL-7304
							665,921.34	665,921.34		
National Cable Television Cooperative, Inc. - VEND-1095										
	12/29/2021	1121 Cable	Net 30	47,367.87	0.00	15.00	47,367.87	47,367.87	21110832	BL-7329
							47,367.87	47,367.87		
Nexstar Broadcasting, Inc - VEND-1092										
	12/30/2021	1121 WHO	Net 30	6,267.35	0.00	15.00	6,267.35	6,267.35	421797	BL-7327
	12/30/2021	1121 Newsnation	Net 30	328.44	0.00	15.00	328.44	328.44	421798	BL-7325
							6,595.79	6,595.79		
Nolasoft Development - VEND-1021										
	1/16/2022	Quarterly website hosting	Net 30	120.00	0.00	15.00	120.00	120.00	8907	BL-7373
							120.00	120.00		
P & E ENGINEERING CO. - VEND-41540										
	12/16/2021	Downtown project - Engineering	Open Terms	8,211.48	0.00	0.00	8,211.48	8,211.48	6053	BL-7319
							8,211.48	8,211.48		
Power & Tel - VEND-1037										
	1/12/2022	DMARC	Net 30	12,573.13	0.00	15.00	12,573.13	12,573.13	7351035-00	BL-7348
	11/6/2021	CLOSURE DROP TERMINAL KIT	Net 30	497.42	0.00	15.00	497.42	497.42	7334679-00	BL-7345
							13,070.55	13,070.55		
RESCO - VEND-47234										
	12/10/2021	7/16" Guy Wire Preforms	Open Terms	445.39	0.00	0.00	445.39	445.39	845749-00	BL-7318
	12/8/2021	CT's	Open Terms	638.14	0.00	0.00	638.14	638.14	845414-00	BL-7286
							1,083.53	1,083.53		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	12/11/2021	PPE inspections	Open Terms	2,460.84	0.00	0.00	2,460.84	2,460.84	256329	BL-7350
							2,460.84	2,460.84		
STATE HYGIENIC LABORATORY - VEND-23245										
	12/1/2021	Testing	Open Terms	202.50	0.00	0.00	202.50	202.50	221287	BL-7300
							202.50	202.50		
STERNQUIST CONST. INC. - VEND-50360										

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Indianola Municipal Utilities

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Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	12/9/2021	Rock used to backfill transmission poles	Open Terms	207.90	0.00	0.00	207.90	207.90	1306	BL-7294
	12/22/2021	Stock pile @ shop	Open Terms	155.58	0.00	0.00	155.58	155.58	1334	BL-7342
							363.48	363.48		
T.R.M. DISPOSAL LLC - VEND-101016										
	1/2/2022	0122 Trash	Open Terms	42.00	0.00	0.00	42.00	42.00	22051	BL-7380
							42.00	42.00		
Teklink - VEND-1262										
	1/21/2022	Conduit bury	Net 30	3,550.00	0.00	15.00	3,550.00	3,550.00	WE12/25/21	BL-7347
	1/17/2022	Conduit bury	Net 30	3,036.00	0.00	15.00	3,036.00	3,036.00	WE 12/18/21	BL-7370
	1/12/2022	Directional bore	Net 30	3,465.00	0.00	15.00	3,465.00	3,465.00	WE 12/11/21	BL-7364
	1/12/2022	Directional bore	Net 30	3,156.00	0.00	15.00	3,156.00	3,156.00	WE12/11/21	BL-7365
							13,207.00	13,207.00		
Terry-Durin Co - VEND-1038										
	1/1/2022	TRACER WIRE	Net 30	1,038.04	0.00	15.00	1,038.04	1,038.04	77070-00	BL-7360
	10/13/2021	Couplings and conduit	Net 30	113.96	0.00	15.00	113.96	113.96	91011-00	BL-7333
							1,152.00	1,152.00		
U.S. Cellular - VEND-1104										
	1/11/2022	1221 Cel Phone	Net 30	696.49	0.00	15.00	696.49	696.49	0479488262	BL-7382
							696.49	696.49		
University Of Northern Iowa - VEND-1278										
	1/21/2022	Strategic planning	Net 30	4,717.96	0.00	15.00	4,717.96	4,717.96	10509918	BL-7384
							4,717.96	4,717.96		
VEENSTRA & KIMM - VEND-57600										
	12/18/2021	Engineering	Open Terms	456.50	0.00	0.00	456.50	456.50	285105-5	BL-7362
							456.50	456.50		
VERMEER SALES & SERVICE - VEND-57608										
	12/9/2021	Trailer jack for vac	Open Terms	2,666.97	0.00	0.00	2,666.97	2,666.97	00507504	BL-7321
							2,666.97	2,666.97		
VISION METERING LLC - VEND-103244										
	12/1/2021	2S Meters - 3 Airpoints	Open Terms	753.00	0.00	0.00	753.00	753.00	203911	BL-7315
							753.00	753.00		
WESCO - VEND-60220										

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, December 29, 2021

8:10:22 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	12/15/2021	5/8" Ground Rods	Open Terms	70.96	0.00	0.00	70.96	70.96	982994	BL-7316
	12/15/2021	5/8" X 14" Bolts	Open Terms	117.70	0.00	0.00	117.70	117.70	982995	BL-7317
	12/10/2021	Guy Guards	Open Terms	107.80	0.00	0.00	107.80	107.80	978082	BL-7288
	12/15/2021	Photo Controls and Parking Stands	Open Terms	1,307.27	0.00	0.00	1,307.27	1,307.27	978083	BL-7289
	12/15/2021	Photo Controls	Open Terms	255.73	0.00	0.00	255.73	255.73	978084	BL-7290
	12/14/2021	1/0 200 Amp Elbows	Open Terms	503.49	0.00	0.00	503.49	503.49	980790	BL-7291
	12/23/2021	3-Phase Fiberglass Basement	Open Terms	2,011.60	0.00	0.00	2,011.60	2,011.60	992962	BL-7351
	12/18/2021	J Hooks	Open Terms	23.81	0.00	0.00	23.81	23.81	987902	BL-7352
	12/18/2021	Wood Crossarms	Open Terms	683.73	0.00	0.00	683.73	683.73	987903	BL-7353
	12/18/2021	Insulators - Prep Kits - Primary Cable	Open Terms	9,626.85	0.00	0.00	9,626.85	9,626.85	987904	BL-7354
							14,708.94	14,708.94		
YMCA Of Greater Des Moines - VEND-1169										
	12/31/2021	1221 Employee Wellness	Net 30	50.00	0.00	15.00	50.00	50.00	1221 Employee Wellness	BL-7381
							50.00	50.00		
			Check Count: 55			Totals:	\$1,031,820.88	\$1,031,820.88		

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: January 10, 2022
Subject: Approval of Claims from January 10, 2022.

Recommendation: Simple motion is in order.

Attachments: 1. 011122 Elation Claims List

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Account To Be Paid From 0000-10120-999										
April Abbas - VEND-1141 - BL-7459										
1/6/2022	Credit Refund	Net 30	30.05	0.00	0.00	30.05	30.05	00056847-0	BL-7459	
							30.05	30.05		
Bailey Saal Lisw - VEND-1141 - BL-7460										
1/6/2022	Credit Refund	Net 30	6.44	0.00	0.00	6.44	6.44	00000796-1	BL-7460	
							6.44	6.44		
Beau Crookes - VEND-1141 - BL-7464										
1/6/2022	Credit Refund	Net 30	43.49	0.00	0.00	43.49	43.49	00019058-7	BL-7464	
							43.49	43.49		
Border States Industries Inc - VEND-1070										
2/4/2022	Insulated Clevis	Net 30	186.43	0.00	15.00	186.43	186.43	923486233	BL-7470	
2/2/2022	Red Locate Paint	Net 30	103.75	0.00	15.00	103.75	103.75	923468821	BL-7413	
1/29/2022	Fiberglass Patch 6x9	Net 30	170.97	0.00	15.00	170.97	170.97	923464219	BL-7414	
1/28/2022	Transformer Secondary Connectors	Net 30	249.94	0.00	15.00	249.94	249.94	923457576	BL-7417	
12/17/2021	Electric meter test	Net 30	50.00	0.00	15.00	50.00	50.00	923206030	BL-7425	
							761.09	761.09		
Calix Inc - VEND-1028										
1/28/2023	ONT - 844G-1	Net 30	38,921.08	0.00	15.00	38,921.08	38,921.08	281849	BL-7449	
							38,921.08	38,921.08		
Cappel's Ace Hardware - VEND-1204										
1/28/2022	Lamphldr and wire conn screw on	Net 30	8.58	0.00	15.00	8.58	8.58	001969	BL-7431	
							8.58	8.58		
Cedar Falls Utilities - VEND-1045 - BL-7455										
2/2/2022	Labor and rack space	Net 30	5,411.66	0.00	15.00	5,411.66	5,411.66	91960	BL-7455	
							5,411.66	5,411.66		
Cintas Corporation - VEND-1007										
1/27/2022	First aid supplies	Net 30	101.38	0.00	15.00	101.38	101.38	5089220184	BL-7454	
							101.38	101.38		
City Of Indianola - VEND-1008 - BL-7389										
1/30/2022	December 2021 Utility Payroll Expenses	Net 30	300,740.99	0.00	15.00	300,740.99	300,740.99	2816	BL-7389	

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
							300,740.99	300,740.99		
City Of Indianola - VEND-1008 - BL-7448										
2/4/2022	0122 Professional services	Net 30	88,084.85	0.00	15.00	88,084.85	88,084.85	2818	BL-7448	
							88,084.85	88,084.85		
CROSSROADS MOBILE MAINTENANCE - VEND-102507										
12/31/2021	Unit 7 Repairs	Open Terms	535.00	0.00	0.00	535.00	535.00	205S1940	BL-7418	
							535.00	535.00		
Crystal Clear Communications LLC - VEND-1205										
1/30/2022	January Flyer, board meeting prep and press r	Net 30	2,317.50	0.00	15.00	2,317.50	2,317.50	CCC-0271	BL-7430	
							2,317.50	2,317.50		
DES PLANQUES, CHRIS - VEND-101766										
1/2/2022	0122 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	0122 Mobile Device	BL-7440	
							75.00	75.00		
Doug Shull - VEND-1105										
1/31/2022	0122 Treasury Contract	Net 30	83.34	0.00	15.00	83.34	83.34	0122 Treasury Contract	BL-7422	
							83.34	83.34		
Dylan Michelsen - VEND-1180										
1/31/2022	0122 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0122 Mobile Device	BL-7435	
							75.00	75.00		
Elisha Brown - VEND-1209										
1/31/2022	0122 Mobile Device	Net 30	25.00	0.00	15.00	25.00	25.00	0122 Mobile Device	BL-7439	
							25.00	25.00		
Fuse Technic LLC - VEND-1012										
2/2/2022	Consulting	Net 30	225.00	0.00	15.00	225.00	225.00	FT20220103004	BL-7445	
							225.00	225.00		
Hy Vee Food Store - VEND-1099										
1/9/2022	2021 Biometric Screenings	Net 30	1,151.29	0.00	15.00	1,151.29	1,151.29	2021 Biometric Screenings	BL-7390	

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
							1,151.29	1,151.29		
ImOn Communications LLC - VEND-1072										
1/30/2022	Regulatory and billing	Net 30	6,978.97	0.00	15.00	6,978.97	6,978.97	INV0033506	BL-7421	
							6,978.97	6,978.97		
IMU - VEND-8629										
1/2/2022	Utilities - Fiber	Open Terms	1,131.79	0.00	0.00	1,131.79	1,131.79	10169966	BL-7406	
1/2/2022	Utilities - Util Svcs	Open Terms	197.44	0.00	0.00	197.44	197.44	10170325	BL-7407	
1/2/2022	Utilities - EL	Open Terms	1,900.53	0.00	0.00	1,900.53	1,900.53	10165485	BL-7408	
1/2/2022	Utilities - WA	Open Terms	12,994.00	0.00	0.00	12,994.00	12,994.00	10169301	BL-7409	
							16,223.76	16,223.76		
IMWCA - VEND-1130										
1/31/2022	Premiums - Installment 7	Net 30	2,087.14	0.00	15.00	2,087.14	2,087.14	INV81881	BL-7473	
							2,087.14	2,087.14		
Innovative Systems - VEND-1048										
2/5/2022	0122 Utility bills, postage and IMU flyer	Net 30	6,651.09	0.00	15.00	6,651.09	6,651.09	INV-00449	BL-7467	
1/31/2022	Jan elation maint fee and additional utilities sof	Net 30	22,435.56	0.00	15.00	22,435.56	22,435.56	INV-00415	BL-7428	
2/4/2022	1st Qtr 2022 ACS Fees	Net 30	1,500.00	0.00	15.00	1,500.00	1,500.00	INV-00383	BL-7429	
							30,586.65	30,586.65		
Iowa One Call - VEND-1015										
1/16/2022	Locates	Net 30	223.20	0.00	15.00	223.20	223.20	237895	BL-7420	
1/16/2022	Locates	Net 30	428.40	0.00	15.00	428.40	428.40	237896	BL-7443	
							651.60	651.60		
John R Dutcher - VEND-1141 - BL-7461										
1/6/2022	Credit Refund	Net 30	43.56	0.00	0.00	43.56	43.56	00020779-2	BL-7461	
							43.56	43.56		
KEYSTONE LABORATORIES INC - VEND-29056										
12/31/2021	Drinking water analysis	Open Terms	12.50	0.00	0.00	12.50	12.50	1E10816	BL-7441	
							12.50	12.50		
KNIA/KRLS - VEND-1090										
1/25/2022	Package	Net 30	282.75	0.00	15.00	282.75	282.75	21120578	BL-7452	
1/25/2022	:30 Spots	Net 30	606.24	0.00	15.00	606.24	606.24	21120576	BL-7453	
							888.99	888.99		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Kurt Gocken - VEND-1023										
	1/31/2022	0122 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0122 Mobile Device	BL-7432
							75.00	75.00		
Kurt Ripperger - VEND-1025										
	1/31/2022	0122 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0122 Mobile Device	BL-7433
							75.00	75.00		
LONGER, CHRIS - VEND-34025										
	1/2/2022	0122 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	0122 Mobile Device	BL-7437
							75.00	75.00		
Marc Kingery - VEND-1141 - BL-7458										
	1/6/2022	Credit Refund	Net 30	14.07	0.00	0.00	14.07	14.07	00063499-3	BL-7458
							14.07	14.07		
McCoy Hardware Inc - VEND-1035										
	1/30/2022	9V Alk Battery	Net 30	6.29	0.00	15.00	6.29	6.29	A528660	BL-7436
	1/21/2022	12" Plier	Net 30	19.79	0.00	15.00	19.79	19.79	A527590	BL-7424
							26.08	26.08		
METCALF, MIKE - VEND-34230										
	1/2/2022	0122 Mobile Device	Open Terms	75.00	0.00	0.00	75.00	75.00	0122 Mobile Device	BL-7438
							75.00	75.00		
Mid American Energy Co - VEND-1018										
	1/19/2022	Gas - 110 S B	Net 30	434.32	0.00	15.00	434.32	434.32	520547227	BL-7410
	1/29/2022	Gas - 1300 E Iowa Bldg B	Net 30	12.32	0.00	15.00	12.32	12.32	520883789	BL-7411
	1/29/2022	Gas - 909 E Hillcrest Ave	Net 30	12.32	0.00	15.00	12.32	12.32	520898914	BL-7412
	1/19/2022	Gas - 1300 E Iowa Bldg A	Net 30	162.75	0.00	15.00	162.75	162.75	520525533	BL-7393
							621.71	621.71		
NAPA AUTO PARTS - VEND-35949										
	12/29/2021	Air hose and oil filter	Open Terms	140.46	0.00	0.00	140.46	140.46	014266	BL-7442
							140.46	140.46		
Park Dept - VEND-1141 - BL-7463										

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Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
	1/6/2022	Credit Refund	Net 30	115.12	0.00	0.00	115.12	115.12	00014937-1	BL-7463
							115.12	115.12		
Petes Pizza (Bingaman) - VEND-1141 - BL-7462										
	1/6/2022	Credit Refund	Net 30	198.81	0.00	0.00	198.81	198.81	00047153-2	BL-7462
							198.81	198.81		
Power & Tel - VEND-1037										
	1/19/2022	SPLITTER - CASSETTE 1X32	Net 30	2,277.63	0.00	15.00	2,277.63	2,277.63	7371761-01	BL-7457
							2,277.63	2,277.63		
POWER LINE SUPPLY - VEND-103039										
	12/21/2021	Elbow seal kits	Open Terms	710.57	0.00	0.00	710.57	710.57	56622886	BL-7416
							710.57	710.57		
SHRED IT USA - VEND-103010										
	1/4/2022	Shred service	Open Terms	77.29	0.00	0.00	77.29	77.29	8000749496	BL-7423
							77.29	77.29		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	12/21/2021	16" Bell yel	Open Terms	184.36	0.00	0.00	184.36	184.36	256510	BL-7394
							184.36	184.36		
Skye McBroom - VEND-1026										
	1/31/2022	0122 Mobile Device	Net 30	75.00	0.00	15.00	75.00	75.00	0122 Mobile Device	BL-7434
							75.00	75.00		
STERNQUIST CONST. INC. - VEND-50360										
	12/29/2021	1.5" Crushed concrete	Open Terms	343.40	0.00	0.00	343.40	343.40	1348	BL-7444
							343.40	343.40		
Teklink - VEND-1262										
	1/12/2022	Conduit bury	Net 30	3,232.00	0.00	15.00	3,232.00	3,232.00	We 12/11/21	BL-7466
							3,232.00	3,232.00		
Terry-Durin Co - VEND-1038										
	1/14/2023	TRACER WIRE	Net 30	1,532.66	0.00	15.00	1,532.66	1,532.66	97916-00	BL-7456
	1/21/2022	2" Morris Clamps	Net 30	243.96	0.00	15.00	243.96	243.96	98572-00	BL-7395
							1,776.62	1,776.62		

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 7, 2022

2:47:09 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Tim Mc Connell - VEND-1280										
	1/14/2022	Project 700 reimbursement	Net 30	700.00	0.00	15.00	700.00	700.00	Project 700	BL-7392
							700.00	700.00		
TrueNorth Companies LC - VEND-1100										
	1/30/2022	December safety meeting	Net 30	125.00	0.00	15.00	125.00	125.00	126452	BL-7426
							125.00	125.00		
U.S. POSTMASTER - VEND-55920										
	1/5/2022	Box Rent 2022	Open Terms	284.00	0.00	0.00	284.00	284.00	Box Rent 2022	BL-7447
							284.00	284.00		
Unite Private Networks - VEND-1054										
	1/31/2022	Dark fiber	Net 30	3,147.05	0.00	15.00	3,147.05	3,147.05	SI-22-002081	BL-7446
							3,147.05	3,147.05		
WESCO - VEND-60220										
	1/6/2022	Glove Dust	Open Terms	94.12	0.00	0.00	94.12	94.12	007777	BL-7471
	12/24/2021	5/8 x 16 Bolts - Eye Nuts	Open Terms	107.80	0.00	0.00	107.80	107.80	995239	BL-7415
	12/23/2021	Transformer secondary paddles and jam nuts	Open Terms	465.39	0.00	0.00	465.39	465.39	993603	BL-7396
							667.31	667.31		
Wiegert Disposal Inc - VEND-1081										
	1/30/2022	1221 Dumpster Service	Net 30	110.00	0.00	15.00	110.00	110.00	1221 Dumpster Service	BL-7419
							110.00	110.00		
Wisconsin Independent Network, LLC - VEND-1067										
	1/31/2022	10 Gb Ethernet Circuit	Net 30	4,173.00	0.00	15.00	4,173.00	4,173.00	WIN013768	BL-7451
							4,173.00	4,173.00		
Check Count: 51				Totals:			\$515,369.39	\$515,369.39		

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: January 10, 2022
Subject: Approval of Minutes of the prior council meetings.

Recommendation: Simple motion is in order.

Attachments: 1. 12132021 Minutes



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

December 13, 2021

5:30 PM

City Hall Council Chambers

Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 p.m. on December 13, 2021 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Deb Richardson, Adam Voigts, Mike Rozga and Lori Smith and, via Zoom (due to the pandemic), Lesley Forbush. ABSENT: None.

There were no public comments offered.

Richardson moved to approve the Consent Agenda: Smith seconded it. On roll call, the vote was AYES: Richardson, Forbush, Voigts, Rozga, and Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Claims for November 30, 2021.
- Approval of Claims for December 13, 2021.
- Approval of October financials.
- Approval of Minutes from November 22 and December 1, 2021.

IMU General Manager Chris Des Planques discussed the Sandhill Energy solar project proposal. The proposal included information on a purchase power agreement, solar fees, land use, equipment provided by IMU and length of agreement. Des Planques stated that the City of Indianola's Community and Economic Development Department are looking into any zoning issues. There was discussion on how this agreement could impact future solar projects and the amount of energy IMU is required to purchase from MEAN. Members of the Sustainability Committee provided suggestions on vetting the contract. The Board directed staff to continue exploring this opportunity, and to look into the companies in the proposal, performance bonds, installation and maintenance and how the solar pricing was figured.

Electric Superintendent Mike Metcalf reported staff have replaced transmission poles as part of the CIP and have been working on the Streetscape Project lighting as well as changing other lights in town to LEDs.

Lou Elbert, Water Superintendent, reported crews have been performing tests on development sites and replacing/repairing hydrants.

Communications Utility Superintendent Kurt Ripperger informed the Board that staff have continued to put conduits in the ground and perform installations. He also provided an update on the status of grant applications and changes to television lineups. The Board requested reports showing why people are purchasing fiber or dropping the service.

Jon Anne Willow, Crystal Clear Communications, presented her proposal for services to the Board. Highlights include a review of services in 2020/21 and plans for 2022. Communication will focus on fiber marketing, utility education and engagement with the community. The Board requested to see the schedule of newsletter articles, and suggested other ideas, such as surveys, reporting positive news, and the benefits a local channel could provide.

Smith moved to approve a proposal from Crystal Clear Communications to provide community outreach and communication. Rozga seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Utility Billing Supervisor Elisha Brown provided the Board with historical data for write-offs, noting there is a lower percentage of write-offs today than in 2016. Rozga 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. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

In combined informational items, Des Planques stated MEAN is working on their budget, which may have an impact on IMU's budget; and provided an update on the strategic plan, annual audit, and the orientation session with incoming Council members. The Board discussed the initial audit findings and the need for documentation of changes made related to those findings.

Forbush moved to adjourn at 7:23 p.m. and Rozga seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Adam Voigts, Chairperson

ATTEST:

Jackie Raffety, City Clerk

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Solar Update and Discussion with Sandhill Energy.

Recommendation:

Attachments: None

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Resolution approving the Communications Utilities Service Policy.

Recommendation: Roll call is in order.

Attachments:

1. Res approving updated service policy
2. IMU Fiber Communications Utility Policy - 01062022

RESOLUTION 2022-

**RESOLUTION APPROVING THE COMMUNICATIONS
UTILITIES SERVICE POLICY**

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities has adopted certain policies relating to Communications Utility Services; and

WHEREAS, periodically policies are reviewed to see if certain amendments should be adopted; and

WHEREAS, the attached service policy is being presented for adoption by the Board of Trustees.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities that the attached Service Policy for the Indianola Municipal Communications Utilities is adopted.

Passed and approved this 10th day of January 2022.

Board Chair

ATTEST:

Jackie Raffety, City Clerk

Indianola Municipal Utilities

Service Policy

This policy is established by the Board of Trustees of Indianola Municipal Utilities, and designed to promote consistency, equity and quality service to all customers. It does not intentionally conflict with any applicable law, regulation or ordinance imposed by other authorities, such as the Federal Communications Commission, Iowa Utilities Board or City of Indianola.

1. Your relationship with IMU

1.1 “Indianola Municipal Utilities” or “IMU” or “Utility” means the Municipal Communications Utility of Indianola, Iowa, whose principal place of business is 210 W 2nd Ave, Indianola, Iowa 50125.

1.2 “Services” means the Utility’s products, software, equipment and web sites collectively.

1.3 “Business Subscriber” means a customer who purchases a tier of service designated for any purpose other than personal, non-commercial use in the subscriber’s private dwelling, including without limitation use for any commercial, educational, governmental, or organizational purpose, whether for-profit or not-for-profit.

1.4 “Inside wiring” means the cable that exists inside the subscriber’s premises to a point 12 inches outside of the home or business, and includes any outlets, splitters, connections, fittings or wall plates attached to it.

1.5 Your use of the Services is subject to the terms of a legal agreement between you and Indianola Municipal Utilities. Your agreement with IMU will always include, at a minimum, the provisions set out in this document. Your use of the Services is also subject to the Acceptable Use Policy, the Customer Service Policy and the Privacy Policy adopted by the IMU Board of Trustees. Together, all of the policies that govern your use of the Services are referred to as the Terms of Service, or Terms. The Terms currently in force may be found at indianola.com or you may request a written copy at our office or by calling 515-961-9444.

2. Accepting the Terms; Changes to the Terms

2.1 Before using the Service you should carefully read the Terms. By establishing an account or using the Service, you agree to be bound by the Terms. If you do not agree to be bound by the Terms, you should immediately stop using the Services and contact IMU to cancel your subscription.

2.2 You may not use the Services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Indianola Municipal Utilities, or (b) you are a person barred from receiving the Services under the laws of the United States, Iowa or any other governmental authority empowered to regulate your use of the Services.

2.3 Before you continue, you should print or save a local copy of the Terms for your records.

2.4 Indianola Municipal Utilities may make changes to the Terms from time to time. When changes are made, IMU will post revised Terms at indianola.com. Revised terms shall take effect immediately upon posting.

2.5 You understand and agree that if you use the Services after the date when a change to the Terms is posted, IMU will treat your use as acceptance of the updated Terms.

2.6 IMU has provided you with the Terms in plain language. The Terms shall be accorded their plain and ordinary meaning.

2.7 The Terms may not be modified by any verbal statement or representation. If there is any contradiction between the Terms and any other representation made to you, the Terms shall take precedence, unless through a separate written agreement between you and IMU which has been authorized by the Board of Trustees.

3. Questions about the Terms

If you have questions about the Terms, contact IMU at 210 W 2nd Ave, Indianola, Iowa 50125. Our phone number is (515) 961-9444. You will be referred to the appropriate staff member for assistance, depending upon the nature of your question.

4. Provision of the Services by the Utility

4.1 The Services are available at locations that meet operational criteria in the sole discretion of the Utility.

4.2 The Utility builds and maintains facilities in areas where service is provided. Services are provided by connecting the Utility's facilities and any necessary reception equipment to the subscriber's inside wiring. Only authorized Utility employees may remove, cut, raise or change any facilities belonging to the Utility. IMU retains ownership of all facilities and all reception equipment we provide for use at the customer premises.

4.3 All inside wiring belongs to the property owner, regardless of who may have installed it. The customer or property owner is responsible for the installation, repair and maintenance of the inside wiring.

4.4 Facilities may be installed overhead on existing poles or underground in compliance with the Municipal Code of the City of Indianola. No additional poles will be erected on or along any City street without the advance approval of the City. Facilities outside the corporate limits of Indianola shall be installed overhead or underground at the Utility's sole discretion and in compliance with any law or ordinance governing use of public rights-of-way.

4.5 When facilities are constructed or relocated at the request of a customer, the costs of construction may be shared by the customer or property owner and the Utility. Such cost sharing arrangements are governed by the Facilities Extension Policy found at item 21 on page 11.

4.6 The Utility offers communications services under a fee schedule established by its Board of Trustees. The schedule of standard services and prices is published in our service brochure, available at our Customer Service Office at 210 W 2nd Ave, Indianola, or online at indianola.com.

The Utility also offers custom communications services for Business Subscribers under separate, non-standard pricing individually approved by the Board of Trustees.

4.7 IMU has contracts with vendors, providers and affiliated legal entities, ("Affiliates"). Sometimes, these Affiliates provide the Services to you through or on behalf of IMU. You acknowledge and agree that Affiliates will be entitled to provide the Services to you.

4.8 You acknowledge and agree that IMU may refuse to provide the services, stop or disable (permanently or temporarily) the Services, or change the form, nature, prices, features and limitations (including but not limited to changes in equipment used by you to access the Services, the connection speed, the allowable data throughput, the storage space permitted or channels carried on cable TV) of the Services at its sole discretion without prior notice to you, except where prior notice is required by law or regulation.

4.9 You acknowledge and agree that if IMU disables access to your account, you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account.

4.10 You acknowledge and agree that the Services are subject to interruption for business purposes or from equipment failure, human error, or acts of God; and may not always be available, timely, secure or free from error.

5. Payment for Services

5.1 You agree to pay all charges associated with the Services, which may be for installation, equipment, service calls, monthly service rates or other purposes. You also agree to pay any taxes or other governmental fees required to be collected by IMU on behalf of taxing authorities. The schedule of charges that apply to your service may be found at indianola.com, or requested from IMU's customer service office at 210 W 2nd Ave, Indianola, Iowa 50125, (515) 961-9444.

5.2 If you have questions or concerns about your bill, contact IMU's Utility Service Department at (515) 961-9444.

5.3 You agree that you will not engage in theft of the Services or use any Service for which you do not pay. If you observe that you are receiving services (such as TV channels) for which you have no current subscription and are not being billed, it is your obligation to report the receipt of unsubscribed services to IMU by calling (515) 961-9444.

5.4 IMU may require customers to bring any past due accounts up-to-date and may require a deposit before providing the Services.

5.5 IMU may disconnect your service if you do not pay your bill by the due date.

5.6 If your service is disconnected for non-payment, we may require you to pay all past due charges for all IMU Communication services, return any unused equipment, pay a reconnection fee, and require a minimum of one month's deposit before we reconnect any Communication service.

6. Use of the Services by you

6.1 In order to access certain Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process or as part of your continued use of the

Services. You agree that any registration information you give to IMU will always be accurate, correct and up to date.

6.2 You agree to use the Services only for lawful purposes permitted under the Terms and by any applicable law, regulation or generally accepted practices or guidelines in Iowa or any other relevant jurisdiction (including any laws regarding the export of data or software to and from the United States or other countries).

6.3 You agree that you will not engage in any activity that interferes with or disrupts the Services or the servers and networks which are connected to the Services.

6.4 Unless you have been specifically permitted to do so in a separate agreement with IMU, you agree that you will not reproduce, duplicate, copy, sell, trade or resell the Services for any purpose, or in any way authorize, permit or enable others to use the Services IMU provides to you.

Without limitation and for the avoidance of doubt, subscribers are in violation of the Terms if they:

A. Fail to secure a wired or wireless local area network against access by any third party, whether such access is known or unknown to the subscriber, and whether or not a fee is collected for such access.

B. Make the Services available for viewing, use or connection by guests, residents, tenants or patrons in any commercial setting, residential facility or place of public accommodation, except as described in the Addendum for Business Users, found in the Utility's Acceptable Use Policy.

6.5 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any breach of your obligations under the Terms and for the consequences (including any loss or damage which IMU may suffer) of any such breach.

6.6 You may stop using the Services at any time. If you no longer use the Services you should contact IMU and cancel the Services. Any equipment owned by IMU and supplied for your use in connection with the Services must be returned to IMU before billing for the Services will cease. IMU will charge a replacement fee for equipment you do not return and for equipment returned in damaged condition. Replacement fees are specified in our published rates, available at IMU.net/terms.

7. Your passwords and account security

7.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services.

7.2 You agree that you will be solely responsible to IMU for all activities that occur under your account, whether conducted by you or conducted by a third party with or without your knowledge.

7.3 You agree that you are solely responsible for the security of any device(s) connected to the Services through your account, including any data stored or shared on or through the device(s).

7.4 If you become aware of any unauthorized use of your password or of your account, you may notify IMU, (515) 961-9444 or support@imufiber.com.

8. Privacy and your personal information

8.1 IMU's Privacy Policy may be viewed at indianola.com or you may call (515) 991-9444 or visit our office to request a copy. This policy, which is part of the Terms, explains how IMU treats your personal information and protects your privacy when you use the Services.

8.2 You agree to the use of your data in accordance with IMU's Privacy Policy.

9. Content in the Services

9.1 You understand that all information (such as data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to below as the "Content."

9.2 Content presented to you as part of the Services, including but not limited to advertisements in the Services and sponsored Content within the Services may be protected by intellectual property rights which are owned by the sponsors or advertisers who provide that Content to IMU (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on this Content (either in whole or in part) unless you have been specifically told that you may do so by the owners of that Content, in a separate agreement.

9.3 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

9.4 You agree that you are solely responsible for (and that IMU has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which IMU may suffer).

10. Proprietary rights

10.1 You acknowledge and agree that IMU (or its licensors) owns all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist).

10.2 Unless you have agreed otherwise in writing with IMU, nothing in the Terms gives you a right to use any of IMU' trade names, trademarks, service marks, logos, domain names, and other distinctive brand features.

10.3 Other than the limited license set forth in Section 12, IMU acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing with IMU, you agree that you are responsible for protecting and enforcing those rights and that IMU has no obligation to do so on your behalf.

10.4 You agree that you shall not remove, obscure, or alter any proprietary rights notices (including copyright and trade mark notices) which may be affixed to or contained within the Services.

10.5 You agree that in using the Services, you will not use any trade mark, service mark, trade name, logo of any company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

11. License from IMU

11.1 IMU gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by IMU as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use the Services provided by IMU, in the manner permitted by the Terms.

11.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any part thereof, unless this is expressly permitted or required by law, or unless you have been specifically told that you may do so by IMU, in writing.

11.3 Unless IMU has given you specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software.

12. Content license from you

12.1 You retain copyright and any other rights you already hold in Content which you submit, post or display on or through the Services. By submitting, posting or displaying the content you give IMU a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to publicly display and distribute any Content which you transmit, post or display on or through the Services. This license is for the sole purpose of enabling IMU to operate the Services in its normal course of business.

12.2 You understand that IMU, in performing the required technical steps to provide the Services to our users, may (a) transmit or distribute your Content over various public networks and in various media; and (b) make such changes to your Content as are necessary to conform and adapt that Content to the technical requirements of connecting networks, devices, services or media. You agree that this license shall permit IMU to take these actions.

12.3 You confirm and warrant to IMU that you have all the rights, power and authority necessary to grant the above license.

13. Software and equipment updates

13.1 The Software which IMU uses may automatically be updated from time to time to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit IMU to deliver these to you) as part of your use of the Services.

13.2 IMU provides equipment (such as optical network terminals, home gateways and WiFi mesh devices, set-top boxes, remote controls, cables and splitters) and related software and firmware used at Subscribers' premises to deliver the Services. IMU retains ownership of such equipment. Subscribers shall not connect IMU's equipment to any computer, television or other device outside of their premises.

You acknowledge that use of the Service may at times require updates and/or changes to this equipment and/or related software or firmware. You will permit IMU and/or its agents reasonable access to Subscriber premises: (i) to repair, replace, upgrade or alter the equipment, including access to any inside home wiring and other equipment owned by Subscriber and used to access the service; (ii) to remove any IMU equipment from the premises upon termination of service (it being understood that some equipment will not be removed upon termination, and failure to remove equipment by IMU does not constitute abandonment); (iii) in its discretion to use for the provision of the Service any existing wiring, conduit and/or other devices installed upon the premises. Subscriber acknowledges that he or she will be solely responsible for any and all costs of installation.

14. Ending your relationship with IMU

14.1 The Terms will continue to apply until terminated by either you or IMU as set out below.

14.2 If you want to terminate your legal agreement with IMU, you may do so by (a) notifying IMU at any time and (b) closing your accounts for all of the Services which you use and (c) returning any IMU-owned equipment to IMU's principal place of business. You acknowledge that billing for services will continue until all equipment owned by IMU has been returned to our office and any outstanding account balance is paid in full.

14.3 If you or IMU terminate this agreement, the rights and obligations under the Terms shall continue indefinitely after termination.

15. Exclusion of Warranties

15.1 You understand and agree that your use of the services is at your sole risk and that the services are provided "as is" and "as available."

15.2 Nothing in these terms, including sections 15 and 16, shall exclude or limit IMU's warranty or liability for losses which may not be lawfully excluded or limited by applicable law. Only the limitations which are lawful in Iowa will apply to you and our liability will be limited to the maximum extent permitted by Iowa law.

15.3 IMU, its affiliates and its licensors does not represent or warrant that:

- A. Your use of the services will meet your requirements;
- B. The services will be uninterrupted, timely, secure or free from error;
- C. Any information obtained by you as a result of your use of the services will be accurate or reliable;
- D. Defects in the operation or functionality of any software provided to you as part of the service will be corrected.

15.4 Any material downloaded or otherwise obtained, whether intentionally or unintentionally, through the use of the service is at your own discretion and risk. You are solely responsible for any damage to your computer system or other device or loss of data that results from such material.

15.5 No advice or information, whether oral or written, obtained by you from IMU or through or from the Services shall create any warranty not expressly stated in the Terms.

15.6 IMU further expressly disclaims all warranties and conditions of any kind, whether express or implied, including but not limited to the implied warranties and conditions of merchantability, fitness for a particular purpose and non-infringement.

16. Limitation of Liability

16.1 Subject to overall provision in paragraph 15.2 above, you understand and agree that IMU, its affiliates and licensors shall not be liable to you for:

- A. Any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss;
- B. Any loss or damage which may be incurred by you, including but not limited to loss or damage as a result of:
 - (i) Any reliance placed by you on the completeness, accuracy or existence of any advertising, or as a result of any relationship or transaction between you and any advertiser or sponsor whose advertising appears on the services;
 - (ii) Any changes which IMU may make to the services, or for any permanent or temporary cessation in the provision of the services (or any features within the services);
 - (iii) The deletion of, corruption of, or failure to store any content and other communications data maintained or transmitted by or through your use of the Services;
 - (iv) Your failure to provide IMU with accurate account information;

(v) Your failure to keep your password or account details secure and confidential.

(vi) Damage or loss incurred from virus, malware or any malicious or harmful content you may access through use of the Services.

16.2 The limitations on IMU' liability to you in paragraph 16.1 above shall apply whether or not IMU has been advised of or should have been aware of the possibility of any such losses arising.

16.3 You agree that the liability of IMU is limited to a refund of amounts prepaid for services which have not been delivered. Delivery of services is subject to the limitations set forth in item 15 of these Terms.

17. Copyright and trade mark policies

17.1 It is the Utility's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, in the United States, the Digital Millennium Copyright Act) and to terminate the accounts of repeat infringers. Specific information about Copyright and trade mark compliance may be found in IMU's Internet Acceptable Use Policy contained within this document.

18. Advertisements

18.1 Some of the Services are supported by advertising revenue and may display advertisements and promotions.

18.2 The manner, mode and extent of advertising by IMU on the Services are subject to change without specific notice to you.

18.3 In consideration for IMU granting you access to and use of the Services, you agree that IMU may place such advertising on the Services.

19. Other content

19.1 The Services may include hyperlinks or referrals to other web sites or content or resources. IMU has no control and makes no representations regarding any websites or resources provided by third parties.

19.2 You acknowledge and agree that IMU is not responsible for the availability of any websites or online resources, and does not endorse any advertising, products or other materials on or available from such any websites or resources.

19.3 You acknowledge and agree that IMU is not liable for any loss or damage which may be incurred by you as a result of the availability of external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such websites or resources.

20. Additional Provisions

20.1 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service, download software or purchase goods which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, the Terms do not affect your legal relationship with these other companies or individuals.

20.2 Unless supplemented by a separate written agreement between you and IMU for use of the services, the Terms constitute the entire legal agreement between you and IMU; govern your use of the Services; and replace any prior agreements between you and IMU in relation to the Services.

20.3 You agree that IMU may provide you with notices, including those regarding changes to the Terms, by e-mail, U.S. Mail, ground delivery service or postings on the Services.

20.4 You agree that if IMU does not exercise or enforce any legal right or remedy which is contained in the Terms (or which IMU has the benefit of under any applicable law), such non-enforcement will not be taken as a waiver of IMU's rights, and those rights or remedies will still be available to IMU.

20.5 If any court of law with jurisdiction to decide on the matter rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

20.6 You acknowledge and agree the Municipal Electric Utility and the Municipal Water Utility of the City of Indianola shall be third party beneficiaries to the Terms and shall be entitled to directly enforce, and rely upon, any provision of the Terms which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to the Terms.

20.7 The Terms, and your relationship with IMU under the Terms, shall be governed by the laws of Iowa without regard to its conflict of law provisions. You and IMU agree to submit to the exclusive jurisdiction of the courts located within the Iowa District Court in Warren County, Iowa to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that IMU shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

21. Facilities Extension or Relocation Policy

21.1 Estimated construction costs are calculated using average costs in accordance with good engineering practices and upon the following factors:

- Size, location and characteristics of the extension
- All other materials and accessories required to construct a line including: conduit, pedestals, fiber and fiber splices, and termination equipment.

The customer may be required to provide a financial advance in aid of all or a portion of the cost of construction. The customer may, with the consent of IMU and in accordance with IMU standards, offset a portion of the advance for construction cost by providing trenching and backfill for the underground fiber system. The customer is responsible for the trench and/or excavation being properly located within specified easements and/or rights-of-way. All relocation costs resulting from improperly located trenches shall be borne by the customer.

21.2 Communication System Extension Policy – Within Indianola City Limits

Single Family Residential

IMU will extend facilities, at IMU's cost, to existing or newly-constructed homes located in existing platted areas within the City of Indianola, provided that IMU's fiber-to-the-premises system (FTTP) is near the premises. If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Multifamily Dwelling Units (MDU)

IMU will extend facilities, at IMU's cost, to existing or newly constructed MDUs located in existing platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) In IMU's sole judgment an adequate number of the individual units within the premise will purchase retail communication services from IMU.

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require a construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

Commercial, Industrial, Governmental, Non-Profit, or Others

IMU will extend facilities, at IMU's cost up to \$3,500.00, to existing or newly-constructed properties located in existing platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the premises and b) the customer subscribes to IMU's business class service or greater. If the installation cost is estimated to be greater than \$3,500.00 the customer will be required to pay the lesser of:

- a. The actual installation cost (not to exceed the estimate) less \$3,500.00 or
- b. The actual installation cost (not to exceed the estimate) less three years of estimated data revenue (no cable TV revenue included).

If in IMU's sole judgment unusual or extraordinary circumstances exist which make the provision of service at IMU's cost burdensome to the Utility (unusually high cost, or service is expected to be temporary), IMU reserves the right to require an additional construction payment by the customer. Activation fees, as administered at the time of connection, are applicable.

New Developments

IMU will extend facilities, at IMU's cost, to properties within newly-platted areas within the City of Indianola, provided that: a) IMU's fiber-to-the-premises system (FTTP) is near the property and b) In IMU's sole judgment an adequate number of customers within the developed area will purchase communication services from IMU.

If in IMU's sole judgment circumstances exist which make the provision of service at IMU's cost unduly risky or burdensome to the Utility (unusually high cost, or an unacceptable risk of limited customers) IMU reserves the right to require a refundable customer/developer advance for construction costs. In this case the policy as detailed in the section 21.3 below for outside City limits extension customer advances and refunds shall be followed.

Activation fees, as administered at the time of connection, are applicable.

21.3 Facility Relocations

In those cases where the relocation of Utility facilities is mutually beneficial, the cost may be shared on a basis agreeable to the customer or property owner and the Utility. Only authorized employees may remove, cut, raise or change any facilities belonging to the Utility. The customer or property owner shall reimburse the Utility for the cost of relocating its facilities under the following conditions:

- A. Structural changes in a building that will result in Utility facilities being damaged, inaccessible or unsafe.
- B. Modifications for the convenience of a customer or property owner, which in the judgment of the Utility, does not result in mutual benefits.

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Resolution approving a waiver and consenting to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Indianola Municipal Utilities and the City of Pella regarding the 28E Agreement for a joint transport line.

Recommendation: Roll call is in order.

Attachments:

1. Resolution approving waiver
2. Concurrent conflict waiver Pella Indianola MU (01972787x7F7E1)

Indianola Municipal Utilities

RESOLUTION NO

**RESOLUTION APPROVING A WAIVER AND CONSENTING TO ANY ACTUAL, POTENTIAL, OR PERCEIVED
CONFLICT OF INTEREST ASSOCIATED WITH AHLERS & COONEY, P.C.'S REPRESENTATION
OF THE INDIANOLA MUNICIPAL UTILITIES
AND THE CITY OF PELLA REGARDING THE 28E AGREEMENT FOR A JOINT TRANSPORT LINE**

WHEREAS, Indianola Municipal Utilities engages the legal services of Ahlers & Cooney, P.C. for general legal counsel; and

WHEREAS, Ahlers and Cooney provides the same services to the City of Pella; and

WHEREAS, Indianola Municipal Utilities and the City of Pella desire to enter into an intergovernmental (28E) agreement for a joint transport line, which requires representation from legal counsel; and

WHEREAS, IMU has been fully advised that a potential conflict for or appearance of a conflict of interest exists regarding this agreement due to Ahlers and Cooney's dual representation of IMU and City of Pella.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities that

1. The potential adverse conflict is acknowledged and waived with regard to the 28E Agreement.
2. The Board Chair is authorized and directed to execute the waiver on behalf of Indianola Municipal Utilities to allow Ahlers and Cooney to proceed as counsel in this matter.

Approved this 10th day of January 2022.

Board Chair

ATTEST:

Jackie Raffety, City Clerk

December 1, 2021

Mike Nardini
City Administrator
City of Pella
825 Broadway St.
Pella, Iowa 50219

Chris DesPlanques
General Manager
Indianola Municipal Utilities
210 W. 2nd Ave.
Indianola, Iowa 50125

RE: Joint Transport Line Project

Dear Mr. Nardini and Mr. DesPlanques:

This waiver letter confirms that our Firm has been asked to represent the City of Pella and the Indianola Municipal Utilities with respect to the preparation of a 28E Agreement for the design, construction and maintenance of a joint fiber transport line between the cities of Pella and Indianola.

As you know, our Firm has existing client relationships with the City of Pella and the Indianola Municipal Utilities. Given the proposed concurrent representation of the Parties, we cannot undertake a representation where we will advocate or negotiate for one party against the other. However, our ethical rules allow us to undertake representation of both parties to a transaction provided that we can competently and diligently represent each client, and each client provided informed consent in writing to the representation.

We believe that we can competently and diligently represent both the City of Pella and the Indianola Municipal Utilities in the limited role of memorializing a 28E Agreement as determined by the Parties. The City of Pella and the Indianola Municipal Utilities must determine the terms to include in the Agreement (between you) and then provide such terms to us to include in the Agreement. In our limited role as the scrivener, the more details you work out between you and provide to us, the better. In the course of drafting we may identify categories of essential terms you have not addressed, in which case we will suggest that both parties coordinate and let us know what specific terms you mutually agree on for each such category. We may also include stock or customary terms in the draft we provide with no intent of favoring either party over the other. Any such terms may be rejected or modified by either of you and, as with all terms in the Agreement, are subject to mutual agreement between you and can be revised by you. Through the proposed limited joint representation, we can assist you in documenting the Agreement you reach on an amicable and mutually advantageous basis.

In the event there are actual disagreements of substance or content between the Parties, we will decline to advise either party with respect to such issue. Should an issue arise for which the Parties cannot reach agreement on your own, we would need to withdraw from further

representation of both Parties with respect to the proposed Agreement. Such withdrawal would not, however, impact our on-going representation of the City of Pella or the Indianola Municipal Utilities on all other matters.

In the course of the joint representation of the Agreement, we will not have communications with one party relevant to the Agreement that are confidential from the other. For matters relevant to this limited joint representation, we have a legal and ethical duty to share with both of you the information we receive and the comments that we give. In other words, your conversations with us with respect to the Agreement are not privileged as between the two of you and could not be claimed as privileged should any dispute arise between you. If you want independent advice concerning the terms of the Agreement, or if you wish to be able to discuss matters in complete privacy, you will need to seek such advice from alternate counsel.

In deciding whether or not to consent to the joint representation, the Parties should consider how our limited representation as described above could or may affect them. For example, clients that are asked to consent to conflicts should consider whether there is any material risk that their attorney will be less diligent on their behalf due to the conflict. Similarly, clients should consider whether there is any material risk that their confidential information or other proprietary matters will be used adversely to them due to the conflict. We do not believe that our obligations of loyalty and confidentiality to any party will impair our ability to represent the Parties in this matter in the limited manner described herein, but of course you may ask us any questions you may have regarding the contents of this letter and/or seek the independent advice of a lawyer outside of our Firm regarding the contents of this letter.

Please respond to this request by either signing and returning this letter or informing us that you decline to approve and consent to this joint representation. We will only be able to represent the Parties in this matter if both Parties are in agreement regarding this limited representation.

Sincerely,

AHLERS & COONEY, P.C.

By *Kristine Stone*

Kristine Stone

December 1, 2021

Page 3

The City Council of the City of Pella hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Indianola Municipal Utilities and the City of Pella regarding the 28E Agreement for a joint transport line.

Dated this ____ day of _____, 2021.

City Council of the City of Pella:

By: _____
Mayor

December 1, 2021

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The Board of Trustees of the Indianola Municipal Utilities hereby waives and consents to any actual, potential, or perceived conflict of interest associated with Ahlers & Cooney, P.C.'s representation of the Indianola Municipal Utilities and the City of Pella regarding the 28E Agreement for a joint transport line.

Dated this _____ day of _____, 2021.

Board of Trustees of the Indianola Municipal Utilities:

**By: _____
Board Chair**

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Resolution approving a 28E Agreement for a joint public improvement project of a fiber transport line between the City of Pella and the Indianola Municipal Utilities.

Recommendation: Roll call is in order.

Attachments:

1. Resolution approving 28E Agreement
2. 28E Joint Public Improvement Agreement (01977505x7F7E1)

Indianola Municipal Utilities

RESOLUTION NO

**RESOLUTION APPROVING A 28E AGREEMENT FOR A JOINT PUBLIC IMPROVEMENT PROJECT OF A FIBER
TRANSPORT LINE BETWEEN THE CITY OF PELLA AND THE INDIANOLA MUNICIPAL UTILITIES**

WHEREAS, the purpose of the attached agreement is to provide for the joint exercise of the respective powers of the parties hereto in connection with the project as described in the agreement; and

WHEREAS, the subject of this agreement is a public improvement project involving the construction of a fiber transport line between the cities of Pella and Indianola; and

WHEREAS, the agreement shall be effective from the effective date provided until it is terminated by the written agreement of the parties or the improvements associated with the project are accepted by the parties, and IMU has paid to Pella IMU's share of the actual total project costs as outlined in the attached agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, Iowa, that the agreement between Indianola Municipal Utilities and City of Pella Municipal Telecommunications Utility is hereby approved and the Board Chair is hereby authorized and directed to execute the agreement on behalf of Indianola Municipal Utilities.

Approved this 10th day of January 2022.

Board Chair

ATTEST:

Jackie Raffety, City Clerk

**28E AGREEMENT FOR
JOINT PUBLIC IMPROVEMENT PROJECT
FIBER TRANSPORT LINE, PELLA TO INDIANOLA**

THIS 28E AGREEMENT FOR JOINT PUBLIC IMPROVEMENT PROJECT (hereinafter "Agreement") is made and entered into pursuant to Iowa Code Chapter 28E, by and between the City of Pella, Iowa, a municipal corporation organized and existing under the laws of the State of Iowa (hereinafter "Pella"); and the Indianola Municipal Utilities, a municipal utility organized and existing under the laws of the State of Iowa (hereinafter "IMU").

WHEREAS, the City Council of Pella, Iowa and the Board of Trustees of the Indianola Municipal Utilities have determined it to be in the best interests of their respective constituencies to cooperate in the joint undertaking of a public improvement project as herein defined; and

WHEREAS, Pella and IMU desire to enter into a contract under Chapter 28E, for the purpose of defining their respective rights and obligations in connection with said project;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained and upon the following terms and conditions, Pella and IMU agree as follows:

1. **Purpose.** The purpose of this Agreement is to provide for the joint exercise of the respective powers of the parties hereto in connection with the project hereinafter described pursuant to the provisions of Iowa Code Chapter 28E (2021).

2. **Description of Project and Definition of Project Cost.** The project that is the subject of this Agreement is a public improvement project involving the construction of a fiber transport line between the cities of Pella and Indianola, as generally depicted in Exhibit A, attached hereto and incorporated herein by this reference, (collectively, the "Project"). The "Total Project Cost" shall include, but not be limited to, (a) engineering services, including, but not limited to, surveying, preparation of plans and specifications for the Project, and preparation of bid documents for the Project (the "Improvements Contract"), (b) project management and contract administration services, and (c) actual construction costs of the Project. The parties agree that the preliminary Total Project Cost estimate for the Project is \$_____ as presented in Exhibit B. The allocation of the Total Project Cost between Pella and IMU shall be 50 percent for each.

Commented [KS1]: A description of the project should be attached as Exhibit A. This should identify the ownership of each portion of the project.

Commented [KS2]: A project cost estimate should be attached as Exhibit B.

3. Lead Agency/Project Approval. Pella will serve as the lead agency for the Project, and will enter into the engineering services agreement and the construction contract for the Project. The parties agree, however, that each party must approve the construction drawings for the Project before the bid documents may be prepared. Pella shall post a combined notice to bidders for Pella and IMU as required by Iowa Code §§ 26.3 and 26.7. Before entering into a contract for the Project, Pella shall publish a combined notice of public hearing for Pella and IMU, as required by Iowa Code § 362.3, and each party shall hold a public hearing to consider and approve the proposed plans, specifications, form of contract, and estimated total cost of the public improvement, as required by Iowa Code § 26.12. The parties also agree that Pella will not enter into the construction contract until the bids for the Project have been considered and a bid accepted by the Pella City Council and the Board of Trustees of IMU respectively. The City of Pella will be the lead agency, responsible for the daily construction administration of the project.

4. Allocation of Funding between Parties. The parties acknowledge and agree that the actual project costs will be divided equally between Pella and IMU. Pella shall invoice IMU for work completed on a monthly basis. IMU shall reimburse Pella for its share of the project costs within thirty (30) days of receipt of invoice.

5. Acquisition of Right-of-way and Easements. Each party acknowledges and agrees that it is responsible, at its own cost, to obtain any required right-of-way or easements for their portion of the Project.

6. Maintenance Responsibilities. Each party acknowledges and agrees that it is responsible, at its own cost, to maintain their respective portion of the Project.

7. Project -- Timetable. The project shall be commenced on or before DATE, shall be substantially completed by DATE, and shall be finally completed by DATE, barring any unforeseen delay.

8. Agreement -- Method of Approval. The parties hereto shall approve this Agreement by resolution.

9. Agreement -- Filing with Secretary of State. When this Agreement has been approved by the parties hereto, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code § 28E.8 (2021).

10. Agreement -- Effective Date. This Agreement shall be effective from and after the date on which this Agreement is filed as herein provided.

11. Agreement -- Duration. This Agreement shall be effective from the effective date herein provided until terminated as herein provided.

12. Agreement -- Termination. This Agreement shall remain in effect until the earliest to occur of the following: (a) it is terminated by the written agreement of the parties, or (b) the improvements associated with the Project are accepted by the parties, and IMU has paid to Pella IMU's share of the actual Total Project Costs as outlined in this Agreement.

13. Notices. Any notice under this Agreement shall be in writing.

Notices to the City of Pella shall be addressed to:

Notices to the Indianola Municipal Utilities shall be addressed to:

14. Separate Legal Entity. This Agreement is not intended to establish a separate legal entity.

15. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

16. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by the parties hereto.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

(SIGNATURES ON FOLLOWING PAGES)

IN WITNESS WHEREOF, the City has caused this Agreement to be approved by resolution of its City Council this _____ day of _____, 2021.

CITY OF PELLA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DRAFT

IN WITNESS WHEREOF, the Indianola Municipal Utilities have caused this Agreement to be approved by resolution of its Board of Trustees this _____ day of _____, 2021.

INDIANOLA MUNICIPAL UTILITIES

By: _____
Chair

ATTEST:

By: _____
Clerk

DRAFT

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Resolution approving an administrative services agreement between Indianola Municipal Utilities and MissionSquare Retirement.

Recommendation: Roll call is in order.

Attachments:

1. Resolution approving agreement with MissionSquare
2. Mission Square Agreement

RESOLUTION NO

RESOLUTION APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN INDIANOLA MUNICIPAL UTILITIES AND INTERNATIONAL CITY MANAGEMENT ASSOCIATION RETIREMENT CORPORATION dba MISSIONSQUARE RETIREMENT

WHEREAS, Indianola Municipal Utilities (“IMU”) processes payroll for employees and acts as a public plan sponsor of a retirement plan; and

WHEREAS, IMU has a responsibility to obtain administrative services and investment alternatives for the retirement plan; and

WHEREAS, MissionSquare Retirement provides a range of services to public employers for the operation of employee retirement plans; and

WHEREAS, IMU desires to enter into an Administrative Services Agreement with MissionSquare for the administrative services and investment alternatives for the retirement plans of IMU employees, as attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Indianola Municipal Utilities hereby approves the agreement with International City Management Association Retirement Corporation dba MissionSquare Retirement and the General Manager is hereby authorized and directed to execute the document on behalf of Indianola Municipal Utilities.

Passed and approved this 10th day of January 2022.

Board Chair

ATTEST:

Jackie Raffety, City Clerk

ADMINISTRATIVE SERVICES AGREEMENT

for

Indianola Municipal Utilities (IMU)

Type: **457**

Account #: **305194**

MissionSquare
RETIREMENT

ADMINISTRATIVE SERVICES AGREEMENT

This Administrative Services Agreement ("Agreement"), made as of this day, (please enter date) _____, (herein referred to as the "Inception Date"), between the International City Management Association Retirement Corporation doing business as MissionSquare Retirement ("MissionSquare"), a nonprofit corporation organized and existing under the laws of the State of Delaware, and the **Indianola Municipal Utilities (IMU)** ("Employer"), an **Entity** organized and existing under the laws of the State of **Iowa** with an address at **210 W 2nd Avenue, P.O. Box 356, Indianola, Iowa 50125**.

RECITALS

Employer acts as public plan sponsor of a retirement plan ("Plan"), and in that capacity, has responsibility to obtain administrative services and investment alternatives for the Plan;

VantageTrust is a group trust established and maintained in accordance with New Hampshire Revised Statutes Annotated section 391:1 and Internal Revenue Service Revenue Ruling 81-100, 1981-1 C.B. 326, which provides for the commingled investment of retirement funds;

MissionSquare, or its wholly owned subsidiary, acts as investment adviser to VantageTrust Company, LLC, the Trustee of VantageTrust;

MissionSquare has designed, and VantageTrust Company offers, a series of separate funds (the "Funds") for the investment of plan assets as referenced in the Funds' principal disclosure documents, which are the Disclosure Memorandum and the Fact Sheets (together, "MSQ Disclosures"); and

MissionSquare provides a range of services to public employers for the operation of employee retirement plans including, but not limited to, communications concerning investment alternatives, account maintenance, account recordkeeping, investment and tax reporting, transaction processing, and benefit disbursement.

AGREEMENTS

1. Appointment of MissionSquare

Employer hereby appoints MissionSquare as administrator of the Plan to perform all nondiscretionary functions necessary for the administration of the Plan. The functions to be performed by MissionSquare shall be those set forth in Exhibit A to this Agreement.

2. Adoption of VantageTrust

Employer has adopted the Declaration of Trust of VantageTrust Company and agrees to the commingled investment of assets of the Plan within VantageTrust. Employer agrees that the investment, management, and distribution of amounts deposited in VantageTrust shall be subject to the Declaration of Trust, as it may be amended from time to time and shall also be subject to terms and conditions set forth in disclosure documents (such as the MSQ Disclosures or Employer Bulletins) as those terms and conditions may be adjusted from time to time.

3. Exclusivity Agreement

Employer agrees that for the initial or succeeding term of this Agreement specified in Section 11, so long as MissionSquare continues to perform in all material respects the services to be performed by it under this Agreement, Employer shall not obtain plan administration from anyone other than MissionSquare. Employer acknowledges that MissionSquare has agreed to the compensation to be paid to MissionSquare under this Agreement in the expectation that MissionSquare will be able to offset costs allocable to performing this Agreement with revenues arising from Employer's exclusive use of MissionSquare at the rates provided herein throughout the initial or succeeding term.

4. Employer Duty to Furnish Information

Employer agrees to furnish to MissionSquare on a timely basis such information as is necessary for MissionSquare to carry out its responsibilities as Administrator of the Plan, including information needed to allocate individual participant accounts to Funds in VantageTrust, and information as to the employment status of participants, and participant ages, addresses, and other identifying information (including tax identification numbers). Employer also agrees that it will notify MissionSquare in a timely manner regarding changes in staff as it relates to various roles. Such notification is to be completed through the plan

sponsor website. MissionSquare shall be entitled to rely upon the accuracy of any information that is furnished to it by a responsible official of the Employer or any information relating to an individual participant or beneficiary that is furnished by such participant or beneficiary, and MissionSquare shall not be responsible for any error arising from its reliance on such information. MissionSquare will provide reports, statements and account information to the Employer through the plan sponsor website.

Employer is required to send in contributions through the plan sponsor website. Alternative electronic methods may be allowed but must be approved by MissionSquare for use. Contributions may not be sent through paper submittal documents.

To the extent Employer selects third-party funds that do not have fund profile information provided to MissionSquare through electronic data feeds from external sources (such as Morningstar) or third-party fund providers, the Employer is responsible for providing to MissionSquare timely fund investment updates for disclosure to Plan participants. Such updates may be provided to MissionSquare through the Employer's investment consultant or other designated representative.

5. MissionSquare Representations and Warranties

MissionSquare represents and warrants to Employer that:

- (a) MissionSquare is a non-profit corporation with full power and authority to enter into this Agreement and to perform its obligations under this Agreement. The ability of MissionSquare, or its wholly owned subsidiary, to serve as investment adviser to VantageTrust Company is dependent upon the continued willingness of VantageTrust Company for MissionSquare, or its wholly owned subsidiary, to serve in that capacity.
- (b) MissionSquare is an investment adviser registered as such with the U.S. Securities and Exchange Commission under the Investment Advisers Act of 1940, as amended.
- (c) MissionSquare shall maintain and administer the Plan in accordance with the requirements for eligible deferred compensation plans under Section 457 of the Internal Revenue Code and other applicable federal law; provided, however, that MissionSquare shall not be responsible for the eligible status of the

Plan in the event that the Employer directs MissionSquare to administer the Plan or disburse assets in a manner inconsistent with the requirements of Section 457 or otherwise causes the Plan not to be carried out in accordance with its terms. Further, in the event that the Employer uses its own customized plan document, MissionSquare shall not be responsible for the eligible status of the Plan to the extent affected by terms in the Employer's plan document that differ from those in MissionSquare's model plan document. MissionSquare shall not be responsible for monitoring state or local law applicable to retirement plans or for administering the Plan in compliance with local or state requirements regarding plan administration unless Employer notifies MissionSquare of any such local or state requirements.

6. Employer Representations and Warranties

Employer represents and warrants to MissionSquare that:

- (a) Employer is organized in the form and manner recited in the opening paragraph of this Agreement with full power and authority to enter into and perform its obligations under this Agreement and to act for the Plan and participants in the manner contemplated in this Agreement. Execution, delivery, and performance of this Agreement will not conflict with any law, rule, regulation or contract by which the Employer is bound or to which it is a party.
- (b) Employer understands and agrees that MissionSquare's sole function under this Agreement is to act as recordkeeper and to provide administrative, investment or other services at the direction of Plan participants, the Employer, its agents or designees in accordance with the terms of this Agreement. Under the terms of this Agreement, MissionSquare does not render investment advice, is neither the "Plan Administrator" nor "Plan Sponsor" as those terms are defined under applicable federal, state, or local law, and does not provide legal, tax or accounting advice with respect to the creation, adoption or operation of the Plan and its related trust. MissionSquare does not perform any service under this Agreement that might cause MissionSquare to be treated as a "fiduciary" of the Plan under applicable law, except, and only, to the extent that MissionSquare provides investment

advisory services to individual participants enrolled in Guided Pathways Advisory Services.

- (c) Employer acknowledges and agrees that MissionSquare does not assume any responsibility with respect to the selection or retention of the Plan's investment options. Employer shall have exclusive responsibility for the Plan's investment options, including the selection of the applicable mutual fund share class. Where applicable, Employer understands that the MissionSquare Retirement IncomeAdvantage Fund is an investment option for the Plan and that the fund invests in a separate account available through a group variable annuity contract. By entering into this Agreement, Employer acknowledges that it has received the Important Considerations document and the MSQ Disclosures and that it has read the information therein concerning the MissionSquare Retirement IncomeAdvantage Fund.
- (d) Employer acknowledges that certain such services to be performed by MissionSquare under this Agreement may be performed by an affiliate or agent of MissionSquare pursuant to one or more other contractual arrangements or relationships, and that MissionSquare reserves the right to change vendors with which it has contracted to provide services in connection with this Agreement without prior notice to Employer.
- (e) Employer approves the use of its Plan in MissionSquare external media, publications and materials. Examples include press releases announcements and inclusion of the general plan information in request for proposal responses.

7. Participation in Certain Proceedings

The Employer hereby authorizes MissionSquare to act as agent, to appear on its behalf, and to join the Employer as a necessary party in all legal proceedings involving the garnishment of benefits or the transfer of benefits pursuant to the divorce or separation of participants in the Plan. Unless Employer notifies MissionSquare otherwise, Employer consents to the disbursement by MissionSquare of benefits that have been garnished or transferred to a former spouse, current spouse, or child pursuant to a domestic relations order or child support order.

8. Compensation and Payment

- (a) **Plan Administration Fee.** The amount to be paid for plan administration services under this Agreement shall be **0.55%** per annum of the amount of Plan assets invested in VantageTrust. Such fee shall be computed based on average daily net Plan assets in VantageTrust.
- (b) **Compensation for Management Services to VantageTrust Company, Compensation for Advisory and other Services to the MissionSquare Funds Class M and Payments from Third-Party Mutual Funds.** Employer acknowledges that, in addition to amounts payable under this Agreement, MissionSquare, or its wholly owned subsidiary, receives fees from VantageTrust Company for investment advisory services and plan and participant services furnished to VantageTrust Company. Employer further acknowledges that MissionSquare, including certain of its wholly owned subsidiaries, receives compensation for advisory and other services furnished to the MissionSquare Funds Class M, which serve as the underlying portfolios of a number of Funds offered through VantageTrust. For a MissionSquare Fund Class R that invests substantially all of its assets in a third-party mutual fund not affiliated with MissionSquare, MissionSquare or its wholly owned subsidiary receives payments from the third-party mutual fund families or their service providers in the form of 12b-1 fees, service fees, compensation for sub-accounting and other services provided based on assets in the underlying third-party mutual fund. These fees are described in the MSQ Disclosures and MissionSquare's fee disclosure statement. In addition, to the extent that third party mutual funds are included in the investment line-up for the Plan, MissionSquare receives administrative fees from its third-party mutual fund settlement and clearing agent for providing administrative and other services based on assets invested in third-party mutual funds; such administrative fees come from payments made by third-party mutual funds to the settlement and clearing agent.
- (c) **Redemption Fees.** Redemption fees imposed by outside mutual funds in which Plan assets are invested are collected and paid to the mutual fund by MissionSquare. MissionSquare remits 100% of redemption fees back to the specific mutual fund to which redemption fees apply. These redemption fees and the individual

mutual fund's policy with respect to redemption fees are specified in the prospectus for the individual mutual fund and referenced in the MSQ Disclosures.

- (d) **Payment Procedures.** All payments to MissionSquare pursuant to this Section 8 shall be made from Plan assets held by VantageTrust or received from third-party mutual funds or their service providers in connection with Plan assets invested in such third-party mutual funds, to the extent not paid by the Employer. The amount of Plan assets administered by MissionSquare shall be adjusted as required to reflect any such payments as are made from the Plan. In the event that the Employer agrees to pay amounts owed pursuant to this Section 8 directly, any amounts unpaid and outstanding after 30 days of invoice to the Employer shall be withdrawn from Plan assets.

The compensation and payment set forth in this Section **8** are contingent upon the Employer's use of MissionSquare's plan sponsor website system for contribution processing and submitting contribution funds by ACH or wire transfer on a consistent basis over the term of this Agreement.

9. Contribution Remittance

Employer understands that amounts invested in the Plan are to be remitted directly to Vantagepoint Transfer Agents in accordance with instructions provided to Employer by MissionSquare and are not to be remitted to MissionSquare. In the event that any check or wire transfer is incorrectly labeled or transferred to MissionSquare, MissionSquare may return it to Employer with proper instructions.

10. Indemnification

MissionSquare shall not be responsible for any acts or omissions of any person with respect to the Plan or its related trust, other than MissionSquare in connection with the administration or operation of the Plan. Employer shall indemnify MissionSquare against, and hold MissionSquare harmless from, any and all loss, damage, penalty, liability, cost, and expense, including without limitation, reasonable attorney's fees, that may be incurred by, imposed upon, or asserted against MissionSquare by reason of any claim, regulatory proceeding, or litigation arising from any act done or omitted to be done by any individual or person with respect to the Plan or its related trust, excepting only

any and all loss, damage, penalty, liability, cost or expense resulting from MissionSquare's negligence, bad faith, or willful misconduct.

11. Term

This Agreement shall be in effect and commence on the date all parties have signed and executed this Agreement ("Inception Date"). This Agreement may be terminated without penalty by either party on sixty days advance notice in writing to the other; provided however, that the Employer understands and acknowledges that, in the event the Employer terminates this Agreement (or replaces the MissionSquare PLUS Fund of VantageTrust, as an investment option in its investment line-up), MissionSquare retains full discretion to release Plan assets invested in the MissionSquare PLUS Fund in an orderly manner over a period of up to 12 months from the date MissionSquare receives written notification from the Employer that it has made a final and binding selection of a replacement for MissionSquare as administrator of the Plan (or a replacement investment option for the MissionSquare PLUS Fund).

12. Amendments and Adjustments

- (a) This Agreement may be amended by written instrument signed by the parties.
- (b) MissionSquare may modify this agreement by providing 60 days' advance written notice to the Employer prior to the effective date of such proposed modification. Such modification shall become effective unless, within the 60-day notice period, the Employer notifies MissionSquare in writing that it objects to such modification.
- (c) The parties agree that enhancements may be made to administrative services under this Agreement. The Employer will be notified of enhancements through the Employer Bulletin, quarterly statements, electronic messages or special mailings. Likewise, if there are any reductions in fees, these will be announced through the Employer Bulletin, quarterly statement, electronic messages or special mailing.

13. Notices

Unless otherwise provided in this Agreement, all notices required to be delivered under this Agreement shall be in writing and shall be delivered, mailed, e-mailed or faxed to the location of the relevant party set forth below or

to such other address or to the attention of such other persons as such party may hereafter specify by notice to the other party.

MissionSquare: Legal Department, MissionSquare, 777 North Capitol Street, N.E., Suite 600, Washington, D.C., 20002-4240
Facsimile; (202) 962-4601

Employer: at the office set forth in the first paragraph hereof, or to any other address, facsimile number or e-mail address designated by the Employer to receive the same by written notice similarly given.

Each such notice, request or other communication shall be effective: (i) if given by facsimile, when transmitted to the applicable facsimile number and there is appropriate confirmation of receipt; (ii) if given by mail or e-mail, upon transmission to the designated address with no indication that such address is invalid or incorrect; or (iii) if given by any other means, when actually delivered at the aforesaid address.

14. Complete Agreement

This Agreement shall constitute the complete and full understanding and sole agreement between MissionSquare and Employer relating to the object of this Agreement and correctly sets forth the complete rights, duties and obligations of each party to the other as of its date. This Agreement supersedes all written and oral agreements, communications or negotiations among the parties. Any prior agreements, promises, negotiations or representations, verbal or otherwise, not expressly set forth in this Agreement are of no force and effect.

15. Titles

The headings of Sections of this Agreement and the headings for each of the attached schedules are for convenience only and do not define or limit the contents thereof.

16. Incorporation of Exhibits

All Exhibits (and any subsequent amendments thereto), attached hereto, and referenced herein, are hereby incorporated within this Agreement as if set forth fully herein.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of **Iowa**, applicable to contracts made in that jurisdiction without reference to its conflicts of laws provisions.

In Witness Whereof, the parties hereto certify that they have read and understand this Agreement and all Schedules attached hereto and have caused this Agreement to be executed by their duly authorized officers as of the Inception Date first above written.

INDIANOLA MUNICIPAL UTILITIES (IMU)

By _____
Signature/Date

By Chris DesPlanches
Name and Title (Please Print)

**THE INTERNATIONAL CITY MANAGEMENT
ASSOCIATION RETIREMENT CORPORATION
doing business as MISSIONSQUARE
RETIREMENT**

By 
Erica McFarquhar
Authorized Representative

Please return an executed copy of the Agreement to a Delivery Address, either:

- (a) Via **DocuSign**
- (b) Electronically to ClientContracts_ICMA-RC@icmarc.org

Exhibit A

Administrative Services

The administrative services to be performed by MissionSquare under this Agreement shall be as follows:

- (a) Participant enrollment services are provided online. Employees will enroll online through a secure site or the Employer will enroll employees through the plan sponsor website.
- (b) Establishment of participant accounts for each employee participating in the Plan for whom MissionSquare receives appropriate enrollment instructions. MissionSquare is not responsible for determining if such Plan participants are eligible under the terms of the Plan.
- (c) Allocation in accordance with participant directions received in good order of individual participant accounts to investment funds offered under the Plan.
- (d) Maintenance of individual accounts for participants reflecting amounts deferred, income, gain or loss credited, and amounts distributed as benefits.
- (e) Maintenance of records for all participants for whom participant accounts have been established. These files shall include enrollment instructions (provided to MissionSquare through the participant website or the plan sponsor website), beneficiary designation instructions and all other documents concerning each participant's account.
- (f) Provision of periodic reports to the Employer through the plan sponsor website. Participants will have access to account information through Participant Services, Voice Response System, the participant website, and text access, and through quarterly statements that can be delivered electronically through the participant website or by postal service.
- (g) Communication to participants of information regarding their rights and elections under the Plan.
- (h) Making available Participant Services Representatives through a toll-free telephone number from 8:30 a.m. to 9:00 p.m. Eastern Time, Monday through Friday (excluding holidays and days on which the securities markets or MissionSquare are closed for business (including emergency closings)), to assist participants.

- (i) Making available access to MissionSquare's website, to allow participants to access certain account information and initiate certain plan transactions at any time. The participant website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window is outlined at <https://accountaccess.icmarc.org>.
- (j) Maintaining the security and confidentiality of client information through a system of controls including but not limited to, as appropriate: restricting plan and participant information only to those who need it to provide services, software and hardware security, access controls, data back-up and storage procedures, non-disclosure agreements, security incident response procedures, and audit reviews.
- (k) Making available access to MissionSquare's plan sponsor web site to allow plan sponsors to access certain plan information and initiate plan transactions such as enrolling participants and managing contributions at any time. The plan sponsor website is normally available 24 hours a day, seven days a week except during scheduled maintenance periods designed to ensure high-quality performance. The scheduled maintenance window currently is outlined at <https://ezlink.icmarc.org>.
- (l) Distribution of benefits as agent for the Employer in accordance with terms of the Plan. Participants who have separated from service can request distributions through the participant website or via form.
- (m) Upon approval by the Employer that a domestic relations order is an acceptable qualified domestic relations order under the terms of the Plan, MissionSquare will establish a separate account record for the alternate payee and provide for the investment and distribution of assets held thereunder.
- (n) Loans may be made available on the terms specified in the Loan Guidelines, if loans are adopted by the Employer. Participants can request loans through the participant website.
- (o) Guided Pathways Advisory Services - MissionSquare's participant advice service, "Fund Advice" may be made available through a third-party vendor on the terms specified on MissionSquare's website.
- (p) MissionSquare will determine appropriate delivery method (electronic and/or print) for plan sponsor/participant communications and education based on a number of factors (audience, effectiveness, etc.).

Certificate Of Completion

Envelope Id: F44F18F8097F432B9366FD7E5FC202E0

Status: Delivered

Subject: Please DocuSign: MSQ Indianola Municipal Utilities (IMU) - New 457 - 305194 - SSC 1483

Source Envelope:

Document Pages: 13

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

MissionSquare Retirement Client Contracts Administ

AutoNav: Enabled

777 North Capitol St. NE

Enveloped Stamping: Enabled

Washington DC, WA 20002

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

clientcontracts_icma-rc@icmarc.org

IP Address: 199.91.140.12

Record Tracking

Status: Original

12/21/2021 5:52:39 PM

Holder: MissionSquare Retirement Client Contracts Location: DocuSign

Administ

clientcontracts_icma-rc@icmarc.org

Signer Events**Signature****Timestamp**

Chris DesPlanques

cdesplanques@indianolaiowa.gov

Sent: 12/21/2021 5:53:48 PM

Security Level: Email, Account Authentication
(None)

Viewed: 12/22/2021 10:39:25 AM

Electronic Record and Signature Disclosure:

Accepted: 12/22/2021 10:39:25 AM

ID: ecc6ae98-dd72-4a9a-bb97-bdfb26e66f3d

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

ASA Administration

ASA_Administration@missionsq.org

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/21/2021 5:53:48 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael McIntosh

mmcintosh@missionsq.org

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/21/2021 5:53:49 PM

Viewed: 12/22/2021 10:50:25 AM

Electronic Record and Signature Disclosure:

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Onboarding -

onboarding@missionsq.org

Security Level: Email, Account Authentication
(None)**COPIED**

Sent: 12/21/2021 5:53:49 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Plan Adoption Services PlanAdoptionServices@msqplanservices.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 5:53:49 PM
Roy Combs rcombs@missionsq.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/21/2021 5:53:49 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/21/2021 5:53:49 PM
Certified Delivered	Security Checked	12/22/2021 10:39:25 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, ICMA-RC- Client Contracts (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact ICMA-RC- Client Contracts:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: clientcontracts_icma-rc@icmarc.org

To advise ICMA-RC- Client Contracts of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clientcontracts_icma-rc@icmarc.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from ICMA-RC- Client Contracts

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with ICMA-RC- Client Contracts

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to clientcontracts_icma-rc@icmarc.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify ICMA-RC- Client Contracts as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by ICMA-RC- Client Contracts during the course of your relationship with ICMA-RC- Client Contracts.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: January 10, 2022
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Resolution approving salaries

Indianola Municipal Utilities
RESOLUTION NO 2022-

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide and union contract.

BE IT RESOLVED BY THE BOARD OF TRUSSTES OF THE INDIANOLA, IA MUNICIPAL UTILITIES:

Doug Pagel, Network Support Specialist hired at CE6-1, \$50,459/year, effective January 10, 2022.

Passed and approved this 10th day of January 2022.

IMU Board Chair

ATTEST:

Jackie Raffety, City Clerk

MEMORANDUM

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

From:

Date: January 10, 2022

Subject: Selection of 2022 Officers

Recommendation: Past practice for office holders is one of rotating seniority, with each Trustee having the ability to serve as Chair and Vice Chair during a 6-year tenure. However, it is solely up to the Board to select its officers in any given year.

Selection of a Chair and Vice Chair is in order.

Simple motion is in order.

Attachments: None