



**IMU Board of Trustees of the
Electric, Water and Communications Utilities
January 25, 2021
City Hall Council Chambers
5:30 p.m.**

Agenda

1. Call to Order
2. Roll Call
3. Public Comments
4. Consent Agenda
 - A. Claims for January 25, 2021.
 - B. January 11, 2021 Minutes.
5. Electric Utility Action Items
 - A. Consider approval of MEAN Marketing Agent Agreement.
6. Electric Utility Informational Items
7. Water Utility Informational Items
8. Communications Utility Informational Items
9. Combined Electric, Water and Communications Utilities Informational Items
 - A. Presentation of the draft of the Fiscal Year 22 Budget.

10. Other Business

- A. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.
- B. Enter into closed session in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure.

11. Adjourn

IMU Regular Downstairs

4. A.

Meeting Date: 01/25/2021

Information

Subject

Claims for January 25, 2021.

Information

Fiscal Impact

Attachments

Claims

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Friday, January 22, 2021

1:01:22 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										
ACCO UNLIMITED CORP. - VEND-2810										
12/30/2020	Liquid Chlorinating	Open Terms	1,415.28	0.00	0.00	<u>1,415.28</u>	<u>1,415.28</u>	0206996-IN	BL-4573	
						1,415.28	1,415.28			
American Legion Post #165 - VEND-1166										
2/17/2021	0121 US Flags	Net 30	100.00	0.00	15.00	<u>100.00</u>	<u>100.00</u>	0121 US Flags	BL-4664	
						100.00	100.00			
Amy & Ben Lenger - VEND-1141 - BL-4616										
2/14/2021	CreditRefund	Net 30	131.01	0.00	15.00	<u>131.01</u>	<u>131.01</u>	00051221-4	BL-4616	
						131.01	131.01			
Avesis Third Party Administrators Inc - VEND-1108										
2/10/2021	0121 Vision	Net 30	255.89	0.00	15.00	<u>255.89</u>	<u>255.89</u>	2592179	BL-4588	
						255.89	255.89			
Big Ten Network - VEND-1096										
1/30/2021	BTN	Net 30	1,685.25	0.00	15.00	<u>1,685.25</u>	<u>1,685.25</u>	46673	BL-4659	
						1,685.25	1,685.25			
Bobs Custom Trophies - VEND-1153										
2/12/2021	Name plate	Net 30	10.00	0.00	15.00	<u>10.00</u>	<u>10.00</u>	28047	BL-4609	
						10.00	10.00			
Border States Industries Inc - VEND-1070										
2/3/2021	2" PVC Sweep	Net 30	259.28	0.00	15.00	<u>259.28</u>	<u>259.28</u>	921314852	BL-4677	
						259.28	259.28			
Branden Bloom - VEND-1141 - BL-4593										
2/11/2021	CreditRefund	Net 30	33.08	0.00	15.00	<u>33.08</u>	<u>33.08</u>	00037395-3	BL-4593	
						33.08	33.08			
Calix Inc - VEND-1028										
2/5/2021	GPON	Net 30	20,452.73	0.00	15.00	<u>20,452.73</u>	<u>20,452.73</u>	247060	BL-4641	
						20,452.73	20,452.73			
Casual Rags - VEND-1006										
2/12/2021	USS Uniform Shirts	Net 30	82.99	0.00	15.00	82.99	82.99	153927	BL-4610	

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							82.99	82.99		
CDW Government - VEND-1029										
2/7/2021	Surface For Kevin	Net 30	1,687.05	0.00	15.00	1,687.05	1,687.05	6382446	BL-4682	
							1,687.05	1,687.05		
Cedar Falls Utilities - VEND-1045 - BL-4635										
2/4/2021	1220 Bandwidth and 5g	Net 30	6,617.74	0.00	15.00	6,617.74	6,617.74	1220 Bandwidth and 5g	BL-4635	
							6,617.74	6,617.74		
Cedar Falls Utilities - VEND-1045 - BL-4649										
2/3/2021	Labor and benefits	Net 30	6,227.81	0.00	15.00	6,227.81	6,227.81	91237	BL-4649	
							6,227.81	6,227.81		
Cintas Corporation - VEND-1007										
1/27/2021	Medicine cabinet supplies	Net 30	29.20	0.00	15.00	29.20	29.20	5046710279	BL-4652	
2/13/2021	First aid supplies	Net 30	74.46	0.00	15.00	74.46	74.46	5048514249	BL-4612	
1/31/2021	First aid supplies and AED checks	Net 30	46.59	0.00	15.00	46.59	46.59	8404949325	BL-4670	
							150.25	150.25		
CIRCLE B CASHWAY - VEND-8615										
1/8/2021	Bolts, glue, shims & credit	Open Terms	637.60	0.00	0.00	637.60	637.60	823579	BL-4574	
1/20/2021	Dowel and blade	Open Terms	112.26	0.00	0.00	112.26	112.26	824484	BL-4633	
							749.86	749.86		
City Of Indianola - VEND-1008 - BL-4630										
1/30/2021	4th Qtr Franchise Fees	Net 30	12,445.17	0.00	15.00	12,445.17	12,445.17	4th Qtr Franchise Fees	BL-4630	
							12,445.17	12,445.17		
CORE & MAIN - VEND-102636										
1/14/2021	Rep Clp	Open Terms	405.00	0.00	0.00	405.00	405.00	N581170	BL-4614	
1/8/2021	10x15 Rep Clp	Open Terms	250.00	0.00	0.00	250.00	250.00	N524389	BL-4560	
							655.00	655.00		
DIVERSIFIED INSPECTIONS INC - VEND-11230										
1/13/2021	Annual truck inspections	Open Terms	2,625.00	0.00	0.00	2,625.00	2,625.00	IND132491	BL-4672	
							2,625.00	2,625.00		
Dust Pros Janitorial - VEND-1011										

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	2/6/2021	0121 Scrub And Buff-WA	Net 30	180.00	0.00	15.00	180.00	180.00	2315	BL-4566
	2/6/2021	0121 Cleaning supplies-WA	Net 30	37.00	0.00	15.00	37.00	37.00	2316	BL-4567
	2/17/2021	0121 Cleaning-Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	2319	BL-4644
	2/17/2021	Cleaning supplies-Fiber	Net 30	34.67	0.00	15.00	34.67	34.67	2320	BL-4645
	2/17/2021	0121 Cleaning-Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2318	BL-4661
							1,856.67	1,856.67		
ECHO Group, Inc - VEND-1061										
	1/9/2021	2" PVC Conduit 20'	Net 30	1,319.50	0.00	15.00	1,319.50	1,319.50	S8773682.001	BL-4678
							1,319.50	1,319.50		
Fox Sports Midwest - VEND-1097										
	1/21/2021	EXP Basic	Net 30	4,044.60	0.00	15.00	4,044.60	4,044.60	S35936	BL-4658
							4,044.60	4,044.60		
GRAYMONT WESTERN LIME INC - VEND-101387										
	1/14/2021	Quicklime	Open Terms	4,682.16	0.00	0.00	4,682.16	4,682.16	161383	BL-4662
							4,682.16	4,682.16		
Hearst Television Inc - VEND-1131										
	3/2/2021	KCCI	Net 30	4,786.08	0.00	15.00	4,786.08	4,786.08	367826	BL-4660
							4,786.08	4,786.08		
HYDAKER WHEATLAKE CO, THE - VEND-103109										
	1/15/2021	Replace transmission pole	Open Terms	12,535.16	0.00	0.00	12,535.16	12,535.16	131305	BL-4671
							12,535.16	12,535.16		
ImOn Communications LLC - VEND-1072										
	1/30/2021	Regulatory and billing notes	Net 30	6,755.32	0.00	15.00	6,755.32	6,755.32	INV0033345	BL-4651
							6,755.32	6,755.32		
IMU - VEND-8629										
	1/2/2021	Utilities-WA dept	Open Terms	11,247.01	0.00	0.00	11,247.01	11,247.01	10080218	BL-4569
							11,247.01	11,247.01		
IMWCA - VEND-1130										
	8/31/2020	#2 Work comp premium	Net 30	2,462.36	0.00	15.00	2,462.36	2,462.36	INV77117	BL-4594
	12/31/2020	#6 Work comp premium	Net 30	2,462.36	0.00	15.00	2,462.36	2,462.36	INV78397	BL-4595
	1/31/2021	#7 Work comp premium	Net 30	2,462.36	0.00	15.00	2,462.36	2,462.36	INV78715	BL-4596
							7,387.08	7,387.08		

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Independent Advocate - VEND-1136										
	1/30/2021	Digital advertising	Net 30	200.00	0.00	15.00	200.00	200.00	646	BL-4648
							200.00	200.00		
INDIANOLA MECHANICAL LLC - VEND-5633										
	1/8/2021	Labor	Open Terms	158.00	0.00	0.00	158.00	158.00	21572	BL-4603
							158.00	158.00		
Iowa Dept Of Revenue - VEND-1117										
	1/31/2021	Sales Tax Billed 010121	Net 30	39,971.06	0.00	15.00	39,971.06	39,971.06	Sales Tax Billed 010121	BL-4631
							39,971.06	39,971.06		
Iowa One Call - VEND-1015										
	2/11/2021	Locates	Net 30	156.60	0.00	15.00	156.60	156.60	229283	BL-4646
	2/11/2021	Locates	Net 30	325.80	0.00	15.00	325.80	325.80	229284	BL-4640
	2/11/2021	Locates	Net 30	271.80	0.00	15.00	271.80	271.80	228245	BL-4673
							754.20	754.20		
Mahaska Communications Group - VEND-1017										
	1/31/2021	0121 T1 Transport	Net 30	165.00	0.00	15.00	165.00	165.00	0121 T1 Transport	BL-4632
							165.00	165.00		
Marquee Sports Network - VEND-1165										
	1/30/2021	1220 Expanded Basic	Net 30	2,393.06	0.00	15.00	2,393.06	2,393.06	1220 Expanded Basic	BL-4653
							2,393.06	2,393.06		
Matthew Haley - VEND-1141 - BL-4565										
	2/10/2021	CreditRefund	Net 30	15.53	0.00	15.00	15.53	15.53	00045324-5	BL-4565
							15.53	15.53		
McCoy Hardware Inc - VEND-1035										
	2/7/2021	Paint and supplies	Net 30	111.61	0.00	15.00	111.61	111.61	A475429	BL-4568
	11/30/2020	Paint and supplies	Net 30	27.85	0.00	15.00	27.85	27.85	A465222	BL-4576
	10/13/2020	Drain opener	Net 30	28.79	0.00	15.00	28.79	28.79	A457591	BL-4577
	10/12/2020	Drain and supplies	Net 30	22.88	0.00	15.00	22.88	22.88	A457402	BL-4578
	10/12/2020	Tube and drain	Net 30	32.35	0.00	15.00	32.35	32.35	A457371	BL-4579
	8/26/2020	Battery	Net 30	6.99	0.00	15.00	6.99	6.99	A449373	BL-4580
	8/23/2020	Hose and BRS nipple	Net 30	16.63	0.00	15.00	16.63	16.63	A448975	BL-4581

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	8/20/2020	Drain opener	Net 30	15.29	0.00	15.00	15.29	15.29	A448404	BL-4582
	8/19/2020	BRS coupling	Net 30	4.94	0.00	15.00	4.94	4.94	A448139	BL-4583
	8/19/2020	Batteries	Net 30	15.11	0.00	15.00	15.11	15.11	A448142	BL-4584
	8/9/2020	Coupler, nozzle, clamp, connector	Net 30	15.80	0.00	15.00	15.80	15.80	A446420	BL-4585
	2/14/2021	Saw blade and screw	Net 30	30.57	0.00	15.00	30.57	30.57	A476357	BL-4638
							328.81	328.81		
MCMaster-CARR SUPPLY CO - VEND-34108										
	1/13/2021	Emergency exit light battery	Open Terms	22.91	0.00	0.00	22.91	22.91	51371323	BL-4668
							22.91	22.91		
Metlife - Group Benefits - VEND-1109										
	1/15/2021	0121 Dental	Net 30	1,883.29	0.00	15.00	1,883.29	1,883.29	0121 Dental	BL-4597
							1,883.29	1,883.29		
Mid American Energy Co - VEND-1018										
	2/5/2021	Gas for Muni Plant	Net 30	12.13	0.00	15.00	12.13	12.13	507832539	BL-4665
							12.13	12.13		
Midwest Alarm Services - VEND-1116										
	2/7/2021	Fire alarm	Net 30	436.56	0.00	15.00	436.56	436.56	340016	BL-4674
	2/7/2021	Turbine fire supression inspection	Net 30	1,500.00	0.00	15.00	1,500.00	1,500.00	340014	BL-4675
	2/7/2021	Sprinkler system & fire alarm system inspection	Net 30	558.03	0.00	15.00	558.03	558.03	340015	BL-4676
							2,494.59	2,494.59		
MIDWEST MUNICIPAL TRANSMISSION GROUP - VEND-34604										
	1/22/2021	MMTG Dues Jan-Jun 21	Open Terms	1,805.00	0.00	0.00	1,805.00	1,805.00	1457	BL-4685
							1,805.00	1,805.00		
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805										
	2/12/2021	Purchased power - Dec 20		746,226.44	0.00	0.00	746,226.44	746,226.44	301517	BL-4608
							746,226.44	746,226.44		
MUNICIPAL SUPPLY INC - VEND-35810										
	1/19/2021	Clamps	Open Terms	1,212.28	0.00	0.00	1,212.28	1,212.28	0786954-IN	BL-4639
							1,212.28	1,212.28		
Mutual Of Omaha - VEND-1107										
	1/31/2021	0121 Premiums	Net 30	1,360.49	0.00	15.00	1,360.49	1,360.49	1154386181	BL-4586
							1,360.49	1,360.49		

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NAPA AUTO PARTS - VEND-35949										
	1/14/2021	Belt	Open Terms	85.98	0.00	0.00	85.98	85.98	982423	BL-4615
							85.98	85.98		
National Cable Television Cooperative, Inc. - VEND-1095										
	1/29/2021	Dec 2020	Net 30	37,653.39	0.00	15.00	37,653.39	37,653.39	20120945	BL-4663
							37,653.39	37,653.39		
Nexstar Broadcasting, Inc - VEND-1092										
	3/2/2021	WHO	Net 30	4,218.50	0.00	15.00	4,218.50	4,218.50	366901	BL-4655
	3/2/2021	WGN	Net 30	277.13	0.00	15.00	277.13	277.13	366902	BL-4657
							4,495.63	4,495.63		
Overhead Door Co. Of Des Moines Inc. - VEND-1056										
	1/29/2021	Work On West Door	Net 30	365.20	0.00	15.00	365.20	365.20	SVC/34630	BL-4613
							365.20	365.20		
Personnel Concepts - VEND-1212										
	2/15/2021	Compliance signs	Net 30	226.90	0.00	15.00	226.90	226.90	9345504168	BL-4634
							226.90	226.90		
PITNEY BOWES - VEND-42424										
	2/14/2020	Postage machine supplies	Open Terms	99.98	0.00	0.00	99.98	99.98	1015047261	BL-4605
	2/14/2020	Postage machine ink	Open Terms	654.45	0.00	0.00	654.45	654.45	1015047260	BL-4606
							754.43	754.43		
Power & Tel - VEND-1037										
	2/7/2021	Cable	Net 30	2,695.28	0.00	15.00	2,695.28	2,695.28	7070407-00	BL-4643
							2,695.28	2,695.28		
Prolmage Sign & Lighting - VEND-1150										
	2/3/2021	Vehicle graphics	Net 30	220.00	0.00	15.00	220.00	220.00	3308	BL-4570
							220.00	220.00		
Raleigh Borrer - VEND-1141 - BL-4591										
	2/11/2021	CreditRefund	Net 30	47.97	0.00	15.00	47.97	47.97	00037953-9	BL-4591
							47.97	47.97		
Sherry M Gray - VEND-1141 - BL-4592										
	2/11/2021	CreditRefund	Net 30	64.00	0.00	15.00	64.00	64.00	00028956-3	BL-4592

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							64.00	64.00		
SHRED IT USA - VEND-103010										
1/8/2021	Shredding services	Open Terms	481.50	0.00	0.00	481.50	481.50	8181234537	BL-4587	
							481.50	481.50		
SIMPSON COLLEGE - VEND-94045										
1/23/2021	Billing Refund	Open Terms	273,337.30	0.00	0.00	273,337.30	273,337.30	Billing Refund	BL-4686	
							273,337.30	273,337.30		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
1/6/2021	High voltage PPE testing	Open Terms	1,297.14	0.00	0.00	1,297.14	1,297.14	248962	BL-4669	
							1,297.14	1,297.14		
STATE HYGIENIC LABORATORY - VEND-23245										
1/1/2021	Testing	Open Terms	202.50	0.00	0.00	202.50	202.50	201248	BL-4602	
							202.50	202.50		
TEGNA - VEND-1148										
3/2/2021	WOI and KCWI	Net 30	5,100.55	0.00	15.00	5,100.55	5,100.55	368591	BL-4654	
							5,100.55	5,100.55		
Terry-Durin Co - VEND-1038										
11/18/2021	Tracer wire	Net 30	948.02	0.00	15.00	948.02	948.02	67849-00	BL-4647	
							948.02	948.02		
U.S. POSTMASTER - VEND-55920										
1/8/2021	Box Rent 2021	Open Terms	120.00	0.00	0.00	120.00	120.00	Box Rent 2021	BL-4575	
							120.00	120.00		
United States Treasury - VEND-1138										
2/19/2021	Q4/2020 Federal Excise Tax	Net 30	1,278.80	0.00	15.00	1,278.80	1,278.80	Q4/2020 Fed Excise Tax	BL-4683	
2/19/2021	Q1/2020 Federal Excise Tax Adjustment Amou	Net 30	313.92	0.00	15.00	313.92	313.92	Q1/2020 Fed Excise Tax Ad	BL-4684	
							1,592.72	1,592.72		
UPHDM Occupational Medicine - VEND-1101										
1/30/2021	Employee testing	Net 30	49.00	0.00	15.00	49.00	49.00	50329	BL-4598	
							49.00	49.00		

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VERIZON WIRELESS - VEND-3535										
	12/31/2020	Hot spots and on call phone	Open Terms	411.67	0.00	0.00	411.67	411.67	9870228917	BL-4590
							411.67	411.67		
Warren County 911 - VEND-1132										
	2/17/2021	4th Qtr 2020 E911 Fees	Net 30	2,006.74	0.00	15.00	2,006.74	2,006.74	4th Qtr 2020 E911 Fees	BL-4650
							2,006.74	2,006.74		
Warren County Engineer - VEND-1102										
	2/7/2021	1220 Fuel Distribution	Net 30	1,982.07	0.00	15.00	1,982.07	1,982.07	1220 Fuel Distribution	BL-4607
							1,982.07	1,982.07		
Waste Management - VEND-1086										
	1/28/2021	2 Yard dumpster-WA	Net 30	108.22	0.00	15.00	108.22	108.22	6789918-0516-2	BL-4571
							108.22	108.22		
WESCO - VEND-60220										
	1/9/2021	Red Electric Tape and Ground Rods	Open Terms	152.37	0.00	0.00	152.37	152.37	546558	BL-4680
	1/9/2021	Anchor Extention Bar 3.5'	Open Terms	271.18	0.00	0.00	271.18	271.18	545705	BL-4681
							423.55	423.55		
Check Count: 67				Totals:			\$1,243,869.52	\$1,243,869.52		

IMU Regular Downstairs
Meeting Date: 01/25/2021

4. B.

Information

Subject

January 11, 2021 Minutes.

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – JANUARY 11, 2021

The Board of Trustees met in regular session at 5:30 p.m. on January 11, 2021, in the City Hall Council Chambers. Chairperson Mike Rozga called the meeting to order and on roll call the following members were present: Deb Richardson, Mike Rozga, Adam Voigts and Lori Smith. Absent: Lesley Forbush

The selection of officers for 2021 was moved from agenda item 8C to 3. Board Member Smith moved to name Adam Voigts as the Chairperson and Deb Richardson as the Vice Chairperson of the Board of Trustees and Rozga seconded the motion. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

The consent agenda consisting of the following was approved on a motion by Richardson and seconded by Rozga. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

- Claims list for December 30, 2020 and January 11, 2021.
- Minutes from December 14, 2020.

Mike Metcalf, Electric Superintendent, reported crews have worked on outages and continue tree trimming.

Water Superintendent, Lou Elbert, reported on water main breaks.

Kurt Ripperger, Telecommunications Superintendent, updated the Board on installations scheduled for January and the Streetscape engineering project.

It was moved by Richardson and seconded by Smith to approve an extension to the Families First Coronavirus Response Act leave benefits through March 31, 2021. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Resolution 2021-001 approving salaries was introduced on a motion by Smith and seconded by Rozga. On roll call, the vote was AYES: Richardson, Rozga, Voigts and Smith. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Elisha Greene was introduced to the Board as the new Utility Billing Supervisor. Chris Des Planques, IMU General Manager, stated he will participate in a MEAN meeting next week and will have a report at the next Board meeting.

At 5:47 pm a motion was made by Richardson and seconded by Smith to enter into closed session to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure, pursuant to Section 388.2(1) Code of Iowa. On roll call the vote was, AYES: Richardson, Voigts, Rozga and Smith. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

It was moved by Rozga and seconded by Richardson to come out of closed session at 6:25 pm. On roll call the vote was, AYES: Voigts, Rozga, Richardson and Smith. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

Meeting adjourned at 6:25 pm on a motion by Richardson and seconded by Smith.

Immediately following the meeting was a study session for Board Members on the budget. Board Members Richardson, Voigts and Smith, and staff members Chris Longer and Chris Des Planques were in attendance. Staff provided details on the draft budgets for the water and electric utilities and IMU Administration. The study session was adjourned at 6:58 pm.

Adam Voigts, Chairperson

ATTEST:

Jackie Raffety, Deputy City Clerk

Information

Subject

Consider approval of MEAN Marketing Agent Agreement.

Information

Highlights of the Marketing Agent Agreement between MEAN and IMU include:

- The agreement terms are from June 1, 2021 to May 31, 2023.
- MEAN will utilize participant's marketable capacity.
- MEAN will be the exclusive agent for marketing the generating units and has determined the marketing manner it will utilize for each MW of Marketable Capacity for the MISO Planning Year 2021-2022.
- MEAN shall provide compensation to Participant as follows, subject to the provisions of the agreement:
 - For Excess Capacity, MEAN shall pay Participant at a rate equal to the lesser of (i) the MISO clearing price for Zone 3 in the MISO Planning Resource Auction, or (ii) the net revenue received from MISO for such capacity.
 - For Short-term Leased Capacity, MEAN shall pay Participant \$1.50/kW-mo.
- Participant agrees to generate up to the full extent of the generation capacity of the Marketable Capacity, in accordance with requirements and industry standards.

Simple Motion is in order.

Fiscal Impact

Attachments

Marketing Agreement

MARKETING AGENT AGREEMENT

This Marketing Agent Agreement (Agreement), dated June 1, 2021, is made and entered into by and between the Municipal Energy Agency of Nebraska (MEAN) and Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant). This Agreement is subject to the MEAN General Terms and Conditions of Service adopted by the MEAN Board on January 23, 2020, as such document may be modified from time to time by the MEAN Board (General Terms and Conditions) and the Service Schedule M, Total Power Requirements Power Purchase Agreement (Schedule M Agreement) executed as of March 31, 2009 between the parties, as such agreement may be modified from time to time by the parties, including any successor or replacement agreement to the Service Schedule M Agreement. This Agreement shall supersede and replace, effective June 1, 2021, the Marketing Agent Agreement executed as of May 21, 2018 between the parties.

WHEREAS, MEAN and Participant have entered into the Schedule M Agreement, incorporated herein by reference, with a term effective April 1, 2009, and

WHEREAS, the MEAN Board of Directors placed a moratorium on leasing any new or additional generation, effective January 20, 2005, until such time peaking capacity generation is needed (Moratorium), and

WHEREAS, MEAN and Participant have entered into an Amended and Restated Supplemental Agreement Regarding Participant-Owned Capacity effective as of June 1, 2018, as such agreement may be modified from time to time (Supplemental Agreement) under which MEAN purchases capacity from certain Participant generating units, as an exception to the Moratorium, and

WHEREAS, Participant has excess capacity and desires MEAN to perform services to offer the excess capacity into the Midcontinent Independent System Operator, Inc. (MISO) capacity market, sell all or a portion of the excess capacity to MEAN from time to time, or find other value for such capacity.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, it is mutually agreed as follows:

Section 1. Term: This Agreement shall become effective as of June 1, 2021 and remain in effect until 11:59 PM on the last day of the annual MISO Planning Year 2022-2023, currently scheduled to be May 31, 2023, at which time this Agreement shall terminate.

Section 2. Services: MEAN agrees to use reasonable efforts to provide, under the terms set forth in this Agreement and in the General Terms and Conditions, the following services to the Participant:

Monthly Services as set forth on Exhibit A attached hereto and made part of the Agreement. Exhibit A may be modified from time to time by written agreement of the parties.

Section 3. Agent Designation: Participant hereby designates MEAN as Participant's exclusive agent for marketing the generating units set forth in Exhibit B (including without limitation for MEAN to perform merchant and transmission functions) as necessary or convenient for MEAN to perform its services under the terms of this Agreement. Notwithstanding the preceding, not later than September 15 for the next applicable MISO, Southwest Power Pool, Inc. (SPP) or other regional planning year, Participant may amend Exhibit B, attached hereto and made part of the Agreement, to remove units. In the event the applicable resource adequacy construct changes, Participant and MEAN agree to negotiate in good faith to modify the deadline for any changes to Exhibit B accordingly to allow MEAN sufficient time to meet planning or resource adequacy requirements. In order for MEAN to effectively provide the services listed

in this Agreement, Participant agrees to provide MEAN with an original or a copy of any notices relating to services provided under this agreement that impact available capacity. In lieu of the Participant's address, all notices, invoices and correspondence concerning the above-mentioned delegated duties shall be directed to MEAN at the following address or such address as MEAN may communicate to Participant in writing from time to time:

Invoices and other Accounting-related Notices:

Contact Person: Director of Finance & Accounting
Telephone: (402) 474-4759
E-mail: accounting@nmpenergy.org

Address: 8377 Glynoaks Drive
Lincoln, NE 68516

All other Notices:

Contact Person: Executive Director
Telephone: (402) 474-4759

Address: 8377 Glynoaks Drive
Lincoln, NE 68516

MEAN may perform any and all of its duties and exercise its rights and powers under this Agreement by or through agents, subcontractors or employees appointed by MEAN. MEAN may delegate any or all of its duties under this Agreement to agents, employees or third parties appointed by MEAN. No such delegation or hiring of agents, subcontractors or employees will relieve MEAN of its obligations under this Agreement.

Section 4. Billing and Payment: MEAN will bill Participant and Participant agrees to pay, as set forth herein, for the services described in this Agreement and Exhibit A hereto. Participant agrees to pay applicable Regional System (as such term is defined below) fees, charges, taxes, and any applicable surcharges which are directly a result of transactions under Section 2 of this Agreement. "Regional System" shall be defined to mean any transmission system or energy or capacity market utilized to market or transmit the output from Participant's generating units, including but not limited to MISO, SPP and other transmission service providers or transmission providers. Payment is due in accordance with the terms of the General Terms and Conditions. MEAN will credit Participant monthly, on Participant's purchased power bill, for all amounts owed to Participant under this Agreement and Exhibit A hereto, net of applicable Regional System fees, charges, taxes, and any applicable surcharges which are directly a result of transactions under Section 2 of this Agreement. Notwithstanding any other provision of this Agreement, the rates and charges to Participant shall be adjusted to reflect the impact of any governmental imposition, such as changes in or additions to sales tax, property tax, energy use tax, surcharge, or other governmental or regulatory fees (including without limitation emissions allowances, renewable portfolio standards, carbon taxes, charges or expenses), or any Regional System fees or costs, which are adopted, implemented or enforced after the execution of this Agreement or which occur as a result of a change after the execution of this Agreement in the interpretation or enforcement by the governmental or regulatory body of an existing governmental imposition. MEAN will endeavor to provide Participant or Participant's MEAN Board of Directors Representative with advance notice of any such governmental imposition that will be passed through to Participant under this Agreement whenever MEAN receives advance notice of such governmental imposition.

Section 5. Events of Default: The following events shall constitute an event of default (Event of Default) hereunder:

- A. Participant is unable to pay its debts as they fall due; Participant has not paid any amount due MEAN hereunder on or before the second business day following written notice that such payment is due; or material breach by Participant of any obligation hereunder which is not remedied on or before the second business day following written notice that such material breach has occurred. In the event of a default under this Agreement, MEAN shall have the right, at its

sole election, to immediately withhold and/or suspend services, deliveries or payments upon written notice, and/or to terminate this Agreement in the manner provided below, in addition to any and all other remedies available hereunder or at law or in equity. If an Event of Default has occurred and is continuing, the non-defaulting party shall have the right, by written notice to the defaulting party, to designate a day, no earlier than the day such notice is given and no later than 15 days after such notice is given, as an early termination date for this Agreement and all services and deliveries hereunder. Participant acknowledges and agrees that in the event of a suspension or termination of services as permitted by this Section, MEAN shall not be responsible for any penalties or charges incurred by the Participant arising out of or in connection with the suspension or termination of services including without limitation Real-Time charges, imbalance charges, transaction fees and charges, applicable Regional System fees and charges, taxes, and any applicable surcharges.

- B. MEAN has not paid or credited any amount due Participant hereunder on or before the second business day following written notice that such payment or credit is due; or material breach by MEAN of any obligation hereunder which is not remedied on or before the second business day following written notice that such material breach has occurred. In the event of a default under this Agreement, Participant shall have the right, at its sole election, to immediately withhold and/or suspend the assignment of capacity or other services, deliveries or payments upon written notice, and/or to terminate this Agreement in the manner provided below, in addition to any and all other remedies available hereunder or at law or in equity. If an Event of Default has occurred and is continuing, the non-defaulting party shall have the right, by written notice to the defaulting party, to designate a day, no earlier than the day such notice is given and no later than 15 days after such notice is given, as an early termination date for this Agreement and all services and deliveries hereunder. MEAN acknowledges and agrees that in the event of a suspension or termination of the assignment of capacity or other services, deliveries or payments as permitted by this Section, Participant shall not be responsible for any penalties or charges incurred by MEAN arising out of or in connection with the suspension or termination of the assignment of capacity or other services, deliveries or payments or other Participant obligations hereunder. Notwithstanding the preceding sentence, nothing in this Agreement limits the responsibilities under Participant's Service Schedule M Membership with MEAN, including but not limited to payments required thereunder.

Section 6. Applicable Rules, Policies and Procedures; Indemnification; Limitation of Liability:

Participant must maintain compliance with, and the operations under this Agreement are subject to, then-current policies and procedures adopted by the MEAN Board of Directors, including without limitation the Asset Management Policies and Procedures, and all applicable laws, ordinances, orders, rules, regulations, tariffs, policies, protocols, business practices, criteria and standards (collectively referred to herein as "Governmental Standards") regarding Participant's generating units which are subject to this Agreement, including but not limited to those Governmental Standards adopted at the local, state, regional, or federal level by MISO, SPP, other Regional System, Midwest Reliability Organization (MRO), North American Electric Reliability Corporation (NERC), Federal Energy Regulatory Commission (FERC), Environmental Protection Agency (EPA), Iowa Department of Natural Resources (Iowa DNR), Iowa Utilities Board, or other third party or governmental entity asserting jurisdiction (collectively, the Regulators). The terms and conditions stated in this Agreement are subject to modifications resulting from changes in any such Governmental Standards. Participant must promptly inform MEAN in writing in the event of Participant's noncompliance with any Governmental Standards and in writing in advance of the implementation of any changes to the limitations on generation provided by Participant's Iowa DNR Title V Permit and any other limitations which may be imposed by the Regulators. MEAN shall have no liability for Participant's non-compliance with such Governmental

Standards. Participant shall reimburse MEAN for any penalties, fines, charges, study or upgrade costs, costs of replacement capacity or other expenses (collectively, the "Damages") incurred by MEAN arising from or relating to Participant's noncompliance, Participant's failure to notify MEAN in writing in advance of the implementation of any changes to the limitations on generation described above, or arising from or relating to other actions or inaction which were solely within the control of Participant or were taken without approval of an authorized representative of MEAN, including without limitation failure to run generating unit(s) or a change of status such as suspension or retirement of unit(s). MEAN shall have no liability, and Participant shall reimburse MEAN for, any Damages incurred by MEAN resulting from or arising out of a conflict between a Regional System's Governmental Standards and those of other Regulators or Participant's Iowa DNR Title V Permit. Further, MEAN shall have no liability in the event Participant fails to qualify for the capacity credits described in Exhibit A. Notwithstanding any other provision of this Agreement, MEAN's total liability to Participant for any loss or damage, including, but not limited to, special and/or consequential damages, arising out of or in connection with the performance of services hereunder regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, shall not exceed an amount equal to the greater of 1) the fee compensation (excluding amounts paid for transaction fees and charges, applicable Regional System fees and charges, taxes, and any applicable surcharges or penalties) received by MEAN from Participant under this Agreement during the preceding twelve (12) months, or 2) the amount which will make Participant whole for lost revenue (based on market price) and Regional System penalties or charges incurred by Participant due to any gross negligence or intentional misconduct by MEAN, and Participant hereby releases and will hold harmless MEAN from any liability above such amount. Participant further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MEAN and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of MEAN's services hereunder, except when resulting from any gross negligence or intentional misconduct by MEAN. Any fines or penalties which arise, whether charged by any of the Regulators or other third party, shall be passed through by MEAN and paid by Participant, excluding those arising out of MEAN's gross negligence.

Section 7. Force Majeure: MEAN and Participant shall not be considered to be in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean any of the following, but only to the extent the uncontrollable force would also excuse a failure to perform such obligation under the MISO Open Access Transmission, Energy and Operating Reserve Markets Tariff, including all schedules or attachments thereto, as amended from time to time: storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, terrorism, war, national emergency, health pandemic, restraint by court or public authority, directive or other act or omission by a regional transmission organization, or other causes beyond the control of MEAN or Participant, as applicable. In the event MEAN or Participant is unable to fulfill any obligation by reason of uncontrollable forces MEAN or Participant will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute.

Section 8. Conflicts: Participant acknowledges that in the performance of services hereunder by MEAN, conflicts of interest may arise due to the nature of MEAN's duty to serve its participating municipalities and manage its power system. Accordingly, each determination of MEAN to implement prudent utility practices including, but not limited to, adjusting market positions, and compliance with market or reliability directives will be made with the intent, first, to keep MEAN whole and second, to maximize profit and minimize losses for the Participant, recognizing that priority to directives for the Participant will not take priority over market impacts for MEAN. Nothing in the Exhibits or the Agreement shall be deemed to require MEAN to take any action or make any sale of energy that causes a negative financial

impact to MEAN. THE FOREGOING IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY.

Section 9. General: In no event shall the obligations imposed by this Agreement, be diminished or modified so as to jeopardize the effectiveness of the Agreement as security for the payment of notes, bonds, or other evidences of indebtedness issued by MEAN. This Agreement does not and is not intended to confer any rights or remedies upon any person other than MEAN and the Participant. MEAN shall be deemed and is an independent contractor, and this Agreement shall in no way be construed to provide for or create a partnership, joint venture, joint undertaking, or employer/employee relationship between the parties hereto. The Laws of the State of Nebraska shall govern this Agreement. This Agreement, the General Terms and Conditions, the Schedule M Agreement and the Supplemental Agreement constitute the complete agreement of the parties relating to the matter specified in this Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No modification of this Agreement shall be binding upon either party unless agreed to in writing and signed by both parties.

Section 10. Limitation on Private Business Use: It is the intent of the Parties to preserve the tax-exempt status of any outstanding and future financing (including bonds, notes, or otherwise, collectively referred to herein as "Bonds") used by Participant for or in relation to the generating units set forth in Exhibit B, including any improvements thereto, or which may be secured in any way by the generating units set forth in Exhibit B or any revenues generated therefrom (all of which shall be collectively referred to herein as the "Indianola Bonds"). Notwithstanding any other terms in this Agreement, MEAN represents and agrees that it has not entered into, nor will it enter into, any contract or other agreement that would jeopardize the tax exempt status of the Indianola Bonds (whether currently outstanding or thereafter to be issued), and it will not take any action, or fail to take any required action, that would jeopardize the tax exempt status of those bonds (whether currently outstanding or thereafter to be issued). Notwithstanding any other terms in this Agreement (including but not limited to Section 6 (regarding indemnification and limitation of liability) of this Agreement), if MEAN markets, transfers or sells any capacity or energy from the generating units set forth in Exhibit B to a third party and the use, transfer, or sale of the capacity and/or energy creates or constitutes "private business use" under the Internal Revenue Code or regulations promulgated thereunder in an amount that would affect the eligibility of interest on the Indianola Bonds (whether then outstanding or thereafter to be issued) for Federal tax-exempt status, MEAN agrees to indemnify and hold harmless Participant from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses and the marginal costs of the Indianola Bonds being declared taxable) of any kind incurred or suffered by Participant, as a result of or in connection with any use, transfer, sale, or resale of the capacity and/or energy.

Section 11. Provision of Information: Upon request, MEAN and Participant will provide each other information including Regional System portal exports, screen shots, information on unit testing and other information necessary to assist with the responsibilities of this Agreement.

Section 12. Sales to Third Parties: Subject to the Right of First Refusal in Subsection A. below and the Planning Period in Subsection B. below, Participant reserves the right to sell to another party during the term of the Agreement any and all of Participant's capacity portfolio in excess of (i) the 15,000 kW sold to MEAN under the Supplemental Agreement, (ii) any Increased Purchase sold to MEAN under Section 1.f. of the Supplemental Agreement, (iii) any capacity that has been committed to a Regional System as capacity or applied to meet MEAN's resource adequacy requirements, or that has been designated as a network resource by MEAN, for the time period of the potential sale to the third party, (iv) any capacity that has been sold to a third party by MEAN for the time period of the potential sale to the third party, (v) any capacity that has been purchased by MEAN in the performance of services under this Agreement or

under any other agreement, for the time period of the potential sale to the third party, and (vi) any capacity that has been designated as Short-Term Leased Capacity under Exhibit C, for the time period of the potential sale to the third party. In addition to the advance notice required under Section 12.A, Participant shall inform MEAN of any such sales of capacity within one (1) business day of Participant's agreement to enter into the transaction. MEAN shall have no liability under this Agreement, including without limitation Section 6 or Section 10, for any sales of capacity to a third party by Participant. Any capacity sold in such manner shall automatically be deemed removed from Exhibits A and B of the Agreement for the term of such sale.

- A. **Right of First Refusal.** In the event Participant desires to sell excess capacity and/or energy from any of the units listed on Exhibit B which are eligible for sales to third parties as described above in this Section 12, Participant shall notify MEAN in writing in advance of such sale. MEAN will have ten (10) business days from receipt of said notice from Participant to give notice to Participant that MEAN has decided to exercise its Right of First Refusal. In the event MEAN gives notice to Participant that it is not exercising its Right of First Refusal or in the event no timely notice is given by MEAN to Participant, this Right of First Refusal shall expire. In the event MEAN exercises its Right of First Refusal, (i) the proposed sale to the third party by Participant will not be consummated, and (ii) MEAN will pay Participant for such capacity at a rate that matches the rate negotiated in the proposed sale to the third party.
- B. **Planning Period.** To facilitate compliance with Regional System deadlines for resource planning and resource adequacy, Participant acknowledges and agrees that its rights under Section 12 shall not include a sale of capacity during the planning period of September 15 through March 31 each year, unless Participant provided MEAN with written notice of such sale at least 10 business days prior to September 15 and complies with all other provisions of Section 12. In the event the applicable resource adequacy construct changes, Participant and MEAN agree to negotiate in good faith to modify this planning period limitation accordingly to allow MEAN sufficient time to meet planning and resource adequacy requirements.

Section 13. Accuracy of Data: MEAN shall have no liability for the accuracy of, or for Participant's failure to timely notify MEAN of, necessary information described in Exhibit A for MEAN to perform the services hereunder. MEAN shall be entitled to use and rely upon all information and data provided by or on behalf of the Participant as accurate without independent verification in the completion of the services provided hereunder. The accuracy of any data submitted for regulatory or compliance purposes and the services provided hereunder are dependent upon the accuracy and completeness of the information which is provided to MEAN by the Participant. It is understood that if MEAN does not obtain all relevant and accurate information, the reliability and accuracy of the data submitted by MEAN for regulatory or compliance purposes on behalf of the Participant and the services provided hereunder may be adversely affected. Accordingly, Participant agrees to bear total responsibility for problems with the Participant's data or submissions of the Participant's data, and for fines or penalties, which arise because of omissions or technical inaccuracies or missing data which Participant provides or fails to provide to MEAN.

Section 14. Metering and Equipment:

- A. **Participant's Lines and Equipment.** MEAN reserves the right to designate the necessary equipment, pursuant to prudent utility practice, to be installed by it at or for each generation resource, and that to be installed and operated by the Participant.
- B. The right is reserved by MEAN to require that the Participant, within the Participant's own system, install and maintain in good operating condition and operate such protective equipment at

any generation resource as MEAN in its discretion may deem necessary for the protection of MEAN's equipment and service or the equipment and service of others whom it may serve at such point. However, the exercise of such right shall not render MEAN, its officers, agents or employees, liable for any loss, damage or accident resulting from defects in such installation, or the misapplication or malfunctioning of such equipment.

- C. Participant's Responsibility for MEAN's Property. All meters and other facilities furnished by MEAN and installed on the Participant's property shall be and remain MEAN's property, and the right to remove, replace or repair such meters and other facilities is expressly reserved to MEAN. The Participant shall exercise due care to protect MEAN's property located on the Participant's premises, and MEAN shall exercise due care to protect the Participant's property located on MEAN's premises.
- D. Right of Access. MEAN shall have access to the Participant's premises at all reasonable times for the purpose of reading meters and for testing, repairing, renewing, exchanging or removing any or all equipment installed by MEAN, and the Participant shall have similar rights of access in respect of equipment installed by the Participant on MEAN's premises.
- E. All equipment and facilities furnished and installed by Participant shall be and remain the property of Participant.

[SIGNATURE PAGE FOLLOWING]

IN WITNESS WHEREOF, MEAN and the Participant have caused this Marketing Agent Agreement to be executed by these duly authorized representatives, the day and year shown below.

MUNICIPAL ENERGY AGENCY
OF NEBRASKA

PARTICIPANT: INDIANOLA MUNICIPAL
UTILITIES, ACTING FOR AND ON BEHALF OF
THE CITY OF INDIANOLA, IOWA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

K:\Legal\K\MEAN\ERP\Indianola IA\Indianola_Marketing Agent Agmt_

**EXHIBIT A
MONTHLY SERVICES
TO
MARKETING AGENT AGREEMENT**

Issued to be effective as of June 1, 2021

Pursuant to the Marketing Agent Agreement dated June 1, 2021 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

As described in Section 2 of the Agreement, MEAN will use reasonable efforts to provide the following services to Participant beginning with the MISO Capacity Auction for MISO Planning Year 2021-2022:

1. Utilize Participant's Marketable Capacity, as that term is defined in Exhibit B, in one or more of the manners set forth below as determined by MEAN in its sole discretion, which determination may change from time to time, and will be in accordance with the following provisions and the Agreement:
 - a. MEAN-leased generation (hereinafter referred to as "Short-Term Leased Capacity"), or
 - b. Excess capacity (hereinafter referred to as "Excess Capacity")
2. MEAN has determined the marketing manner it will utilize for each MW of Marketable Capacity for the MISO Planning Year 2021-2022, which determination is as set forth in Exhibit C attached hereto and made part of the Agreement.
3. Each year, on or before November 1 (hereinafter referred to as the "Determination Deadline"), MEAN will determine which marketing manner(s) it will utilize for each MW of Marketable Capacity for the next June 1 through May 31 MISO Planning Year and will communicate such determination in writing to Participant in the form of an updated Exhibit C. The Participant and MEAN agree to negotiate in good faith to modify the Determination Deadline as necessary to allow MEAN sufficient time to meet planning or resource adequacy requirements in the event the applicable resource adequacy construct changes.
4. MEAN shall provide compensation to Participant as follows, subject to the provisions of the Agreement:
 - a. For Excess Capacity, MEAN shall pay Participant at a rate equal to the lesser of (i) the MISO clearing price for Zone 3 in the MISO Planning Resource Auction, or (ii) the net revenue received from MISO for such capacity.
 - b. For Short-Term Leased Capacity, MEAN shall pay Participant \$1.50/kW-mo.
5. Participant agrees that for purposes of the Asset Management Policies and Procedures, Marketable Capacity will be treated as generation leased to MEAN and will be subject to the Asset Management Policies and Procedures and any successor document including without limitation the exercise and capability testing requirements therein (excluding capacity compensation therein), as well as applicable MISO requirements. Compensation for energy production from such units will be at the rate determined by the MEAN Board of Directors from time to time for generation leased to MEAN.

6. In accordance with the Asset Management Policies and Procedures, for purposes of billing under the Participant's Schedule M Agreement, MEAN will add back to the Participant's total load calculation the hourly energy production provided during generation to ensure proper billing of monthly peak demand and energy and to ensure proper reporting of network load for transmission purposes.
7. With respect to the generating units in Exhibit B to the Agreement, Participant agrees to generate up to the full extent of the generation capacity of the Marketable Capacity, in accordance with Good Utility Practice, NERC, EPA, MISO or other Regional System, or any successor requirements and industry standards, each as they may be modified from time to time, to the extent applicable to MEAN and Participant, respectively. Notwithstanding the preceding sentence, such generation shall at all times be subject to and limited by Participant's Iowa DNR Title V Permit and any other limitations which may be imposed by the Iowa DNR or the EPA. MEAN is not responsible for any Damages resulting from or arising out of changes in limitations. Participant retains responsibility for compliance with applicable environmental regulations. Participant will promptly inform MEAN of generator unavailability and will provide MEAN with monthly operating reports including fuel usage.
8. Participant acknowledges and agrees that MEAN has exclusive rights to all capacity credits received from MISO or other Regional System for the Marketable Capacity.

Terms used but not defined in this Exhibit shall have the meaning ascribed thereto in the Agreement.

This Exhibit may be modified from time to time in accordance with the Agreement.

All other terms and conditions for this arrangement will be governed by the Agreement between MEAN and Participant.

EXHIBIT B
APPLICABLE PARTICIPANT GENERATING UNITS
TO
MARKETING AGENT AGREEMENT

Issued to be effective as of June 1, 2021

Pursuant to the Marketing Agent Agreement dated June 1, 2021 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

UNIT ID	TYPE UNIT	NAMEPLATE CAPACITY (MW)	NET DEPENDABLE CAPACITY (MW)	FUEL USE*
Unit 7	CT	17.5		D
Unit 8	CT	20.2		D**
Total		37.7	35.0	
*D = Diesel No. 2				
**Dual fuel unit, but no natural gas source				

For purposes of the Agreement and the marketing services thereunder, the following definitions shall apply:

Total Capacity is defined as the lesser of nameplate or temperature corrected unit capability testing results for all units shown on this Exhibit B.

Marketable Capacity is defined as Total Capacity minus the sum of the following: (i) all MW leased to MEAN (currently 15 MW) under the Amended and Restated Supplemental Agreement Regarding Participant-Owned Capacity entered into as of June 1, 2018, as such agreement may be amended from time to time, plus (ii) sales to third parties as permitted by the Agreement, plus (iii) reductions described below to Excess Capacity, as that term is defined in Exhibit A.

Net Dependable Capacity is defined as the maximum power a generating unit can supply under peak seasonal conditions for a given time interval without exceeding approved limits of temperature and stress. The value is stated net of station service. This capacity is determined by the levels reliably achieved during the seasonal Unit Capability Tests.

Participant acknowledges and agrees that for Marketable Capacity determined by MEAN to be Excess Capacity in accordance with Exhibit A, the Excess Capacity will be adjusted to be equal to the MISO UCAP amount for such capacity.

This Exhibit B may be modified from time to time, upon mutual consent of both Parties as is evidenced by execution of an amended Exhibit B. Notwithstanding anything herein to the contrary, this Exhibit B may be annually modified at the discretion of Participant pursuant to and in accordance with Section 3 of the Agreement.

**EXHIBIT C
MARKETING MANNER
TO
MARKETING AGENT AGREEMENT**

Issued _____, 2021 to be effective as of June 1, 2021

Pursuant to the Marketing Agent Agreement dated June 1, 2021 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

For the MISO Planning Year 2021-2022, MEAN has determined the following marketing manner(s) for each MW of Participant's Marketable Capacity:

MISO 2021-2022 Planning Year	
Short Term Leased Capacity	15.0 MW
Excess Capacity	5.0 MW

This Exhibit C shall be updated annually by MEAN in accordance with Exhibit A to the Agreement. This exhibit supersedes Exhibit C issued October 25, 2019 and effective as of June 1, 2020.

IMU Regular Downstairs

9. A.

Meeting Date: 01/25/2021

Information

Subject

Presentation of the draft of the Fiscal Year 22 Budget.

Information

Fiscal Impact

Attachments

No file(s) attached.

Information

Subject

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

Information

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

Fiscal Impact

Attachments

No file(s) attached.

Information

Subject

Enter into closed session in accordance with Iowa Code Section 388.9(1) to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure.

Information

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

Fiscal Impact

Attachments

No file(s) attached.
