



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

August 22, 2022

6:30 PM

Or immediately following the joint City Council - IMU Board Meeting

City Hall Council Chambers

110 N 1st Street

Agenda

- 1. Call to Order**
- 2. Roll Call**
- 3. Public Comment**
- 4. Consent Agenda:**
 - A. Approval of Claims
 - B. Approval of Minutes of the prior board meeting
- 5. Electric Utility Informational Items**
 - A. Solar Update
- 6. Water Utility Informational Items**
- 7. Communications Utility Action Items**
 - A. Fiber Financing Review Presentation
 - B. Resolution authorizing the use of an official statement in connection with the sale of bonds thereunder and authorizing the redemption of outstanding notes.
 - C. Consideration of the approval of a three-year contract with Calix for Support Cloud Licensing.
 - D. Consideration of the approval of the purchase of an 8VSB Clear QAM Receiver and Dual Processor, licensing and maintenance in the amount of \$16,051.10.
- 8. Communications Utility Informational Items**
- 9. Combined Electric, Water and Communications Action Items**
 - A. Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Home Energy Assistance Program (LIHEAP).
- 10. Combined Electric, Water and Communications Informational Items**
 - A. Strategic Plan Presentation
- 11. Other Business**

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

12. Adjourn

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: August 22, 2022
Subject: Approval of Claims

Recommendation: Simple motion is in order.

Attachments: 1. 081922 Elation Claims List

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, August 18, 2022

10:30:47 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										
8/6/2022	Liquid chlorinating	Open Terms	2,008.95	0.00	0.00	2,008.95	2,008.95	0225315-IN	BL-8963	
						2,008.95	2,008.95			
AFLAC - VEND-1327										
8/11/2022	0722 Premiums	Net 30	394.86	0.00	15.00	394.86	394.86	114840	BL-8991	
						394.86	394.86			
Avesis Third Party Administrators Inc - VEND-1108										
7/31/2022	0722 Vision	Net 30	389.55	0.00	15.00	389.55	389.55	2882032	BL-8967	
8/31/2022	0822 Vision	Net 30	389.55	0.00	15.00	389.55	389.55	2888487	BL-8965	
						779.10	779.10			
Bally Sports Midwest - VEND-1222										
8/24/2022	0722 EXP Basic	Net 30	4,561.04	0.00	15.00	4,561.04	4,561.04	U20498	BL-9005	
						4,561.04	4,561.04			
Big Ten Network - VEND-1096										
8/30/2022	0722 BTN	Net 30	1,835.35	0.00	15.00	1,835.35	1,835.35	0722 BTN	BL-8997	
						1,835.35	1,835.35			
Border States Industries Inc - VEND-1070										
9/1/2022	CT's 600:5	Net 30	264.98	0.00	15.00	264.98	264.98	924676532	BL-8974	
						264.98	264.98			
Calix Inc - VEND-1028										
9/9/2022	ONT - 844G-1	Net 30	33,973.50	0.00	15.00	33,973.50	33,973.50	304464	BL-8998	
9/9/2022	GPON	Net 30	9,754.51	0.00	15.00	9,754.51	9,754.51	304339	BL-9015	
						43,728.01	43,728.01			
Cedar Falls Utilities - VEND-1045										
9/4/2022	0722 Broadband and 5g	Net 30	6,780.00	0.00	15.00	6,780.00	6,780.00	0722 Broadband	BL-8996	
						6,780.00	6,780.00			
Cintas Corporation - VEND-1007										
9/10/2022	First aid supplies	Net 30	57.67	0.00	15.00	57.67	57.67	5120069570	BL-9006	
						57.67	57.67			

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	8/9/2022	Legal services	Open Terms	7,813.00	0.00	0.00	7,813.00	7,813.00	1139844	BL-8951
							7,813.00	7,813.00		
Dust Pros Janitorial - VEND-1011										
	9/14/2022	0822 Cleaning - EL	Net 30	984.40	0.00	15.00	984.40	984.40	2600	BL-8968
	9/14/2022	Cleaning supplies - EL	Net 30	149.00	0.00	15.00	149.00	149.00	2601	BL-8969
	9/14/2022	Cleaning supplies - Util Svcs	Net 30	91.21	0.00	15.00	91.21	91.21	2605	BL-9002
	9/14/2022	0822 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2604	BL-9003
	9/14/2022	Cleaning supplies - Fiber	Net 30	34.37	0.00	15.00	34.37	34.37	2603	BL-8994
	9/14/2022	0822 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	2602	BL-8995
							2,863.98	2,863.98		
ECHO Group, Inc - VEND-1061										
	9/2/2022	1 1/2" PVC - ELBOW 90 DEGREE & 1 1/2" PV	Net 30	867.18	0.00	15.00	867.18	867.18	S009615215.001	BL-8986
	9/8/2022	3" PVC Conduit - 20'	Net 30	12,037.61	0.00	15.00	12,037.61	12,037.61	S009621762.001	BL-9007
							12,904.79	12,904.79		
GRAYMONT WESTERN LIME INC - VEND-101387										
	8/2/2022	High calcium quicklime	Open Terms	5,259.12	0.00	0.00	5,259.12	5,259.12	174115	BL-8956
							5,259.12	5,259.12		
HACH COMPANY - VEND-20810										
	7/30/2022	Chlorine	Open Terms	464.06	0.00	0.00	464.06	464.06	13169176	BL-8955
							464.06	464.06		
Hearst Television Inc - VEND-1131										
	8/30/2022	0722 KCCI	Net 30	5,796.30	0.00	15.00	5,796.30	5,796.30	451693	BL-9004
							5,796.30	5,796.30		
Independent Advocate - VEND-1136										
	9/1/2022	BOT minutes	Net 30	220.91	0.00	15.00	220.91	220.91	2278	BL-8942
	9/10/2022	BOT minutes	Net 30	27.26	0.00	15.00	27.26	27.26	2303	BL-8964
							248.17	248.17		
Innovative Systems - VEND-1048										
	9/4/2022	0822 Printing, Postage & Flyer	Net 30	6,828.89	0.00	15.00	6,828.89	6,828.89	INV-04984	BL-8939
							6,828.89	6,828.89		
Internal Revenue Service - VEND-1307										

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	9/18/2022	941 Income tax payable	Net 30	55,442.93	0.00	15.00	55,442.93	55,442.93	080522 & 081922 Payroll	BL-8990
							55,442.93	55,442.93		
Iowa Department Of Human Services - VEND-1310										
	9/18/2022	Garnishment payable	Net 30	2,081.98	0.00	15.00	2,081.98	2,081.98	080522 & 081922 Payroll	BL-8989
							2,081.98	2,081.98		
Iowa Dept Of Revenue - VEND-1117										
	9/18/2022	IA Income tax payable	Net 30	9,632.51	0.00	15.00	9,632.51	9,632.51	080522 & 081922 Payroll	BL-8984
							9,632.51	9,632.51		
IPERS - VEND-1309										
	9/18/2022	IPERS Payable	Net 30	36,820.00	0.00	15.00	36,820.00	36,820.00	0822 Employer & Employee	BL-8985
							36,820.00	36,820.00		
Kimball Construction - VEND-1146										
	9/4/2022	Install handholes	Net 30	440.00	0.00	15.00	440.00	440.00		BL-8987
							440.00	440.00		
LINDE INC - VEND-6415										
	8/12/2022	Carbon dioxide	Open Terms	4,038.76	0.00	0.00	4,038.76	4,038.76	30621698	BL-8976
							4,038.76	4,038.76		
LOGAN CONTRACTORS SUPPLY INC. - VEND-32620										
	8/11/2022	Concrete materials - Line shop	Open Terms	2,074.52	0.00	0.00	2,074.52	2,074.52	A92969	BL-9011
							2,074.52	2,074.52		
Midwest Alarm Services - VEND-1116										
	8/28/2022	Repair fire alarm	Net 30	166.92	0.00	15.00	166.92	166.92	388050	BL-9012
							166.92	166.92		
Mission Square - VEND-1303										
	9/18/2022	457 Payable	Net 30	11,369.39	0.00	15.00	11,369.39	11,369.39	080522 & 081922 Payroll	BL-8988
							11,369.39	11,369.39		
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805										

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	7/31/2022	Purchased Power - July 22	Net 30	947,157.11	0.00	15.00	947,157.11	947,157.11	303307	BL-8936
							947,157.11	947,157.11		
MUNICIPAL SUPPLY INC - VEND-35810										
	8/9/2022	Coupling and repair clamps	Open Terms	1,404.50	0.00	0.00	1,404.50	1,404.50	0843004-IN	BL-8962
	8/9/2022	Mtr coup, MJ cross, bronze mtr flange	Open Terms	2,107.30	0.00	0.00	2,107.30	2,107.30	0843003-IN	BL-8952
							3,511.80	3,511.80		
Mutual Of Omaha - VEND-1107										
	7/31/2022	0722 Premiums	Net 30	5,136.41	0.00	15.00	5,136.41	5,136.41	1389938149	BL-8966
							5,136.41	5,136.41		
Power & Tel - VEND-1037										
	9/1/2022	7 TO 8 PIN UPS POWER CORD	Net 30	160.95	0.00	15.00	160.95	160.95	7478770-01	BL-9000
	9/3/2022	10" GREY OUTDOOR NID	Net 30	412.41	0.00	15.00	412.41	412.41	7542505-00	BL-8999
							573.36	573.36		
Quality Pest Control - VEND-1087										
	9/4/2022	Pest control	Net 30	76.62	0.00	15.00	76.62	76.62	69187	BL-8944
							76.62	76.62		
Register Of Copyrights - VEND-1156										
	9/17/2022	Register of copyrights	Net 30	940.20	0.00	15.00	940.20	940.20	76280457836	BL-9014
							940.20	940.20		
RESCO - VEND-47234										
	8/5/2022	Transformers	Open Terms	4,055.85	0.00	0.00	4,055.85	4,055.85	828964-00	BL-8970
							4,055.85	4,055.85		
Scott Montgomery - VEND-1328										
	9/16/2022	Damage claim - Fiber	Net 30	500.00	0.00	15.00	500.00	500.00		BL-9013
							500.00	500.00		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	7/28/2022	High voltage glove testing	Open Terms	471.00	0.00	0.00	471.00	471.00	261545	BL-8972
							471.00	471.00		
STANDARD & POOR'S FINANCIAL - VEND-100278										
	8/5/2022	2017C Analytical services	Open Terms	2,500.00	0.00	0.00	2,500.00	2,500.00	11439013	BL-8940
							2,500.00	2,500.00		

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STATE HYGIENIC LABORATORY - VEND-23245										
	8/12/2022	Testing	Open Terms	202.50	0.00	0.00	202.50	202.50	238014	BL-8954
							202.50	202.50		
STERNQUIST CONST. INC. - VEND-50360										
	8/9/2022	Summercrest extension project	Open Terms	1,387.52	0.00	0.00	1,387.52	1,387.52	1732	BL-8971
							1,387.52	1,387.52		
T & R ELEC SUPPLY CO - VEND-52010										
	8/7/2022	Transformers	Open Terms	2,927.35	0.00	0.00	2,927.35	2,927.35	168792	BL-8949
							2,927.35	2,927.35		
Teklink - VEND-1262										
	9/7/2022	Conduit bury and bore	Net 30	3,176.00	0.00	15.00	3,176.00	3,176.00	WE 8/06/22	BL-9001
	9/13/2022	Conduit bury and bore	Net 30	2,112.00	0.00	15.00	2,112.00	2,112.00	WE 8/13/22	BL-8993
							5,288.00	5,288.00		
Terry-Durin Co - VEND-1038										
	8/31/2022	LED Lights	Net 30	575.66	0.00	15.00	575.66	575.66	110732-01	BL-8973
	9/9/2022	2" Morris Clamps	Net 30	616.32	0.00	15.00	616.32	616.32	115220-00	BL-9008
							1,191.98	1,191.98		
Vanderpool Plumbing & Heating - VEND-1066										
	4/8/2022	Well 10 service call	Net 30	98.50	0.00	15.00	98.50	98.50	5410	BL-8938
	8/20/2022	Hard start kit and service call	Net 30	148.20	0.00	15.00	148.20	148.20	5679	BL-8937
							246.70	246.70		
VERIZON WIRELESS - VEND-3535										
	8/1/2022	0722 Hot spots	Open Terms	400.10	0.00	0.00	400.10	400.10	9912349839	BL-8943
							400.10	400.10		
Warren County Engineer - VEND-1102										
	9/1/2022	0722 Fuel Distribution	Net 30	4,317.01	0.00	15.00	4,317.01	4,317.01	0722 Fuel Distribution	BL-8941
							4,317.01	4,317.01		
WESCO - VEND-60220										
	7/28/2022	High voltage jumper brackets	Open Terms	374.50	0.00	0.00	374.50	374.50	266283	BL-8975
	8/6/2022	Ground Rods	Open Terms	173.34	0.00	0.00	173.34	173.34	279476	BL-9009
	8/13/2022	Hand hat lights	Open Terms	70.62	0.00	0.00	70.62	70.62	288912	BL-9010

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Indianola Municipal Utilities

Thursday, August 18, 2022

10:30:47 AM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
							618.46	618.46		
			Check Count: 45			Totals:	\$1,206,157.25	\$1,206,157.25		

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: August 22, 2022
Subject: Approval of Minutes of the prior board meeting

Recommendation: Simple motion is in order.

Attachments: 1. 08082022 BOT Minutes



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

August 8, 2022

5:30 PM

City Hall Council Chambers

110 N 1st Street

Minutes

Call to Order

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on August 8, 2022, in the City Hall Council Chambers. Chairperson Lori Smith called the meeting to order and on roll call the following members were present: Dom Selgrade, Deb White, Lori Smith, Mike Rozga, Adam Voigts. Absent: None.

Public Comment

There were no public comments offered.

Consent Agenda:

Finance and HR Director Chris Longer stated the June Financial Reports show revenues and expenses for the end of the fiscal year. Some expenses are less than budgeted due to supply chain issues; the expenses will now occur in FY23 so a budget amendment will be necessary. The Board directed staff to provide more information on the reason for the electric operating fund balance increase to be higher than the budgeted amount.

White moved to approve the consent agenda and Selgrade seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously. The consent agenda was as follows:

- Approval of August 8, 2022 Claims
- Approval of the June 2022 Financial Reports
- Approval of Minutes of the prior board meetings

Electric Utility Informational Items

Electric Department Superintendent Mike Metcalf stated the electric department experienced peak usage last week not seen since 2012 due to the hot weather. Metcalf updated the Board on Turbines 7 and 8 and the annual IUB inspection. The Board advised staff to purchase diesel fuel as necessary for operations.

Water Utility Informational Items

Lou Elbert, Water Superintendent, discussed water main breaks in construction areas, carbon dioxide supply chain issues and annual inspections. The Board asked staff to provide more information about the water main breaks, costs, and customer impact at the next meeting.

Communications Utility Informational Items

Kurt Ripperger, Telecommunications Director, reported that installation requests remain steady; staff is performing outside plant work; and gave an update on the transport line project. He noted that he will start having weekly meetings with Pella and the engineer on this project to work out the finer details. Ripperger also stated there were some issues with TV signals that might have been due to activity at the National Balloon Classic overriding transmission because dates and times were similar to when events were happening at the field.

Combined Electric, Water and Communications Action Items

Chairperson Smith opened the public hearing on a proposal to enter into one or more communication revenue and refunding loan agreements. No public comments were offered. The Chairperson then closed the public hearing.

Mike Maloney, D.A. Davidson, (via Zoom) stated the proposed resolution is an administrative step in order to take any additional action and allows IMU to borrow up to \$12,200,000. At the August 22 board meeting, final action will be taken.

Voigts moved to approve Resolution 2022-036 determining to proceed with entering into one or more communication revenue and refunding loan agreements and taking additional action thereon. Rozga seconded it. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

General Manager Chris Des Planques stated door access control improvements and upgrades are necessary at the Customer Service Center in order to allow for better security.

White moved to approve a quote from Communication Innovators in the amount of \$16,406 for door access control at the Customer Service Center. Selgrade seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

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. White seconded it. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Des Planques recommended an additional three percent across the board salary increase for all employees in order to stay comparable and consistent with City actions. He noted the cost is about \$95,000 and recommends taking it out of reserves for the first year. He has approached the union about an MOU for this increase.

City Manager Ben Reeves stated discussions on a shared services agreement between IMU and City regarding HR duties has begun.

Rozga moved to approve Resolution 2022-037 setting the salaries for appointed officers and union employees of the Indianola Municipal Utilities for the period beginning June 19, 2022. White seconded it. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Rozga moved to approve Resolution 2022-038 setting the salaries for appointed officers and employees of the Indianola Municipal Utilities for the period beginning June 19, 2022. White seconded it. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

In the Strategic Plan Review discussion, Des Planques outlined the priorities each department will be focusing on: underground projects for the electric department; capital planning and funding for the water department; technology needs for the telecommunications department; and marketing and

messaging improvements, and joint projects with the City are other priorities. The Board directed staff to also include a timeline of progress and note any roadblocks or challenges to completing the goals.

Combined Electric, Water and Communications Informational Items

Des Planques stated the August 22 meeting will start immediately following the adjournment of a joint meeting with the City, which will start at 5:30 p.m. Department managers will give a highlight of their capital projects in order to help with the budgeting process.

He also provided an update on the agenda for the next MEAN meeting and the Solar Project. The Board requested the Solar Project contract be brought for approval soon.

The Board also discussed opportunities to educate the public on electric usage and the affect that has on utility bills. Des Planques reminded users to call the customer service representatives with usage questions and to learn how to save energy.

Other Business

Voigts moved to enter into closed session at 6:50 p.m. 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. White seconded it. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

It was moved by Selgrade at 7:32 p.m. and seconded by White to exit the closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Rozga, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

No action was taken on items discussed in the closed session.

Adjourn

The meeting was adjourned at 7:32 p.m. on a motion by Voigts and seconded by White. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Lori Smith, Chairperson

ATTEST:

Jackie Raffety, City Clerk

MEMORANDUM

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

From:

Date: August 22, 2022

Subject: Fiber Financing Review Presentation

Recommendation: Presentation by Michael Maloney, Managing Director, D.A. Davidson

Attachments: 1. Davidson Slides for IMU 08-22-22 Board Meeting

Indianola Municipal Utilities

August 22, 2022

Fiber Financing Review (Series 2022A/B)



Michael Maloney, Managing Director
(515) 471-2723
mmaloney@dadco.com

- Board is pending bids for the shared transmission assets with the City of Pella's Municipal Telecommunications Utility.
- Approximately \$3.2 million project cost to be split evenly between the two parties.
 - ✓ IMU share would be approximately \$1.6 million.
- Fall 2022 will be five years since securing financing for the fiber-to-the-premise City-wide build-out.
- Goal to finance IMU portion of the transmission project and potentially refinance the original 2017 'start-up' debt.
 - ✓ 2017A – would currently reset at 5.49% (as of August 17th).
 - ✓ 2017B – would currently reset at 6.49% (as of August 17th).

- D.A. Davidson has worked with Dorsey (bond and disclosure counsel) and IMU staff to develop the preliminary official statement (offering document for financing).
 - ✓ Bond market rates would be established based on pricing projected for September Board meeting.
 - Due to non-bank-qualified tax status, IMU may need to procure a credit rating (Moody's Investors Service).
- D.A. Davidson has solicited direct investment with bank and other lenders for a privately placed loan.
 - ✓ Working to secure credit approval, but indications are favorable.
 - Potentially lower rates and less restrictive covenants (1.10 X coverage, no reserve requirement).
 - ✓ Interest rates would be held through closing (no market volatility).

Projected IMU Fiber Debt Payments – Preliminary (8/17/22)

Debt Service Cash Flow Analysis

	Fiscal Year	Bond Market (Projected)	Placement (Projected)
1	6/30/2023	\$1,137,980	\$1,071,839
2	6/30/2024	1,177,543	1,101,155
3	6/30/2025	1,221,650	1,129,811
4	6/30/2026	1,218,023	1,128,652
5	6/30/2027	1,223,110	1,129,469
6	6/30/2028	1,221,470	1,129,155
7	6/30/2029	1,218,345	1,128,700
8	6/30/2030	1,223,735	1,129,079
9	6/30/2031	1,227,198	1,129,209
10	6/30/2032	1,218,733	1,129,056
11	6/30/2033	953,783	902,587
12	6/30/2034	952,255	903,279
13	6/30/2035	603,750	0
	TOTAL	\$14,597,572	\$13,011,988

Rating:	'A3' Rated	Non-Rated
User Rate Test:	1.10 X (potential)	1.10 X
Add. Bonds Test:	1.10 X (potential)	1.10 X
Reserve Required:	Yes	No
Reserve Amount:	\$1,131,500	\$0
Net Debt Service:	\$13,466,072	\$13,011,988

- Taxable interest rates have increased due to inflationary pressures and related Fed (FOMC) Action.
 - ✓ The Series 2017A/B Notes are due to reset May 1, 2024 based on the 7-year Treasury index.
- Both the bond market and private placement scenarios provide sufficient refinancing savings to merit proceeding (target of >3%):
 - ✓ Bond Market: \$390,278 (4.55% of refunded par amount).
 - ✓ Private Placement: \$449,236 (5.24% of refunded par amount).
- Current annual payments are \$1,075,000 (2017A + 2017B).
 - ✓ Does not include the Pella transmission line.
- Projected max payments increase (including Pella transmission line):
 - ✓ Bond Market: \$150,000 per year.
 - ✓ Private Placement: \$55,000 per year.

Tonight's Action

- August 22nd Board meeting – authorize use of preliminary official statement (POS).
 - ✓ Offering document for marketing bonds to investors.

Bond Market

- September 12th Board meeting – approval of purchase agreement.
 - ✓ Locks in rates on financing (savings on refinancing).
- September 26th Board meeting – authorize loan documents.

Private Placement

- September 12th Board meeting – authorize loan documents.

MEMORANDUM

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

From:

Date: August 22, 2022

Subject: Resolution authorizing the use of an official statement in connection with the sale of bonds thereunder and authorizing the redemption of outstanding notes.

Recommendation: Roll call is in order.

Attachments: 1. Auth POS Auth Redemption Comm Rev Rfdg LAs (Indianola MU #2 2022)-v8

MINUTES TO AUTHORIZE AN
OFFICIAL STATEMENT FOR SALE OF
BONDS AND AUTHORIZE
REDEMPTION OF NOTES

517813-2

Indianola, Iowa

August 22, 2022

The Board of Trustees of the Indianola Municipal Utilities, Indianola, Iowa, met on August 22, 2022, at 5:30 o'clock p.m., at the Council Chambers, City Hall, Indianola, Iowa.

The meeting was called to order by the Chairperson, and the roll being called, the following named members of the Board were present and absent:

Present: _____

Absent: _____.

***Other Business ***

After due consideration and discussion, Board Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Board Member _____. The Chairperson put the question upon the adoption of said resolution, and the roll being called, the following Board Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Chairperson declared the resolution duly adopted as hereinafter set out.

RESOLUTION NO. _____

Resolution authorizing the use of an official statement in connection with the sale of bonds thereunder and authorizing the redemption of outstanding notes

WHEREAS, the City of Indianola (the “City”), in Warren County, State of Iowa, did heretofore establish the Indianola Municipal Utilities (the “Utility”) in and for the City; and

WHEREAS, the management and control of the Utility are vested in the Board of Trustees (the “Board”) of the Utility; and

WHEREAS, the City, acting by and through the Board (referred to herein as the “Issuer”), pursuant to a resolution (the “Series 2017A Note Resolution”) adopted and approved by the Board on July 24, 2017, authorized the issuance of \$6,287,000 Communications Utility Revenue Capital Loan Notes, Series 2017A, dated August 10, 2017 (the “Series 2017A Notes”) to finance improvements to the Municipal Communications Utility System (the “System”) of the Utility, a portion of which remain outstanding, and the outstanding Series 2017A Notes are optional for redemption on any date subject to the provisions of the Series 2017A Note Resolution; and

WHEREAS, pursuant to a resolution (the “Series 2017B Note Resolution” and, together with the Series 2017A Note Resolution, the “Prior Notes Resolutions”) adopted and approved by the Board on July 24, 2017, the Issuer authorized the issuance of \$3,000,000 Taxable Communications Utility Revenue Capital Loan Notes, Series 2017B, dated August 10, 2017 (the “Series 2017B Notes” and, together with the Series 2017A Notes, the “Prior Notes”) to finance improvements to the System, a portion of which remain outstanding, and the Series 2017B Notes are optional for redemption on any date subject to the provisions of the Series 2017B Note Resolution; and

WHEREAS, the Board has developed a financing plan which includes financing the costs of (1) constructing improvements and extensions to the System, including the acquisition of equipment and installation of conduit, underground cable, vaults, pedestals and cabinets for transfer connection, and other miscellaneous improvements, extensions and equipment purchases to benefit the System; and (2) refunding the outstanding Prior Notes, and, pursuant to the provisions of Section 384.24A of the Code of Iowa, a public hearing notice duly published and a hearing held thereon on August 8, 2022, the Issuer has heretofore determined to enter into one or more loan agreements (the “Loan Agreement”) in the aggregate principal amount not to exceed \$12,200,000, and to issue one or more series of communication revenue bonds secured by the net revenues of the System; and

WHEREAS, a Preliminary Official Statement (the “P.O.S.”) has been prepared to facilitate the sale of Communication Revenue and Refunding Bonds, Series 2022A and Taxable Communication Revenue Refunding Bonds, Series 2022B (together, the “Bonds”) in evidence of the obligation of the Issuer under the Loan Agreement, and it is now necessary to make provision for the approval of the P.O.S. and to authorize its use by D.A. Davidson & Co. (the “Underwriter”); and

WHEREAS, it has been proposed that the Board authorize the optional redemption of the outstanding Prior Notes on Redemption Date (as defined herein);

NOW, THEREFORE, Be It Resolved by the Board of Trustees of the Indianola Municipal Utilities, as follows:

Section 1. The Director of Finance of the City, as Registrar and Paying Agent for the Prior Notes, is hereby authorized to take all action necessary to call the outstanding Prior Notes for optional redemption on October 12, 2022 or such other date determined by the General Manager and/or Finance/HR Director (the "Redemption Date"). The Director of Finance of the City is further authorized and directed to give notice of such redemption in accordance with the Prior Notes Resolutions and the Prior Notes.

Section 2. The General Manager, Finance/HR Director, Communications Superintendent, Chairperson, Board Secretary and other officers of the Board, and the staff of the Issuer and Utility are each hereby authorized to take such action as shall be deemed necessary and appropriate, with the assistance of Dorsey & Whitney LLP, as bond and disclosure counsel, and the Underwriter, to prepare the P.O.S. and a final Official Statement, describing the Bonds and providing for the terms and conditions of their sale, and all action heretofore taken in this regard is hereby ratified and approved.

Section 3. The use by the Underwriter of the P.O.S. relating to the Bonds in substantially the form as has been presented to and considered by the Board is hereby approved, and the Underwriter is hereby authorized to use a final Official Statement for the Bonds substantially in the form of the P.O.S. but with such changes therein as are required to conform the same to the terms of the Bonds and the resolutions, when adopted, providing for the sale and issuance of the Bonds. The Chairperson and/or General Manager are each hereby authorized and directed to execute a final Official Statement for the Bonds, if requested by the Disclosure Counsel and/or the Underwriter. The P.O.S. as of its date is deemed final by the Issuer within the meaning of Rule 15(c)(2)-12 of the Securities and Exchange Commission.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved August 22, 2022.

Chairperson

Attest:

Board Secretary

***Other Business ***

At the conclusion of the meeting, and upon motion and vote, the meeting adjourned.

Chairperson

Attest:

Board Secretary

ATTESTATION CERTIFICATE

STATE OF IOWA
COUNTY OF WARREN
INDIANOLA MUNICIPAL UTILITIES

SS:

I, the undersigned Board Secretary of the Board of Trustees of the Indianola Municipal Utilities, do hereby certify that attached hereto is a true and correct copy of the proceedings of the Board of Trustees relating to the approval of a preliminary official statement for the issuance of the Bonds, as referred to herein, and the optional redemption of the outstanding Prior Notes.

WITNESS MY HAND this _____ day of August, 2022.

Board Secretary

MEMORANDUM

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

From:

Date: August 22, 2022

Subject: Consideration of the approval of a three-year contract with Calix for Support Cloud Licensing.

Recommendation: Simple motion is in order.

Attachments: 1. Calix Contract



Calix Cloud Order Document

Customer Information

Company Name: INDIANOLA MUNICIPAL UTILITIES
Address: 210 W 2nd Ave,
Indianola, IA 50125
United States

Contact Name: Kurt Ripperger
Contact Email: kripperger@imufiber.com
Contact Phone: (515) 962-5283

This Order Document for Calix Support Cloud EME ("Services") is effective as of the date last signed ("Effective Date"), and this Order Document is subject to the Master Purchase and License Agreement ("Agreement") between the undersigned ("Customer") and Calix, Inc. ("Calix") and which may be modified by Calix without notice. Calix and Customer may be referred to herein individually as "Party" or together as "Parties".

Service Start Date: August 24, 2022 ("Service Start Date") A Service Start Date is required for this Order Document to be valid. Customer acknowledges that the Service Start Date is appropriate, and invoicing will commence as described herein.

Pricing

Cloud Year 1	Duration	Price	Qty	Ext. Price
Calix Support Cloud Program	1 Year	\$8.93	3500	\$31,255.00
130-00486 Calix Support Cloud - Experience Management Edition				included
110-01427 Support Cloud - Customer Success - Premier				included
110-01555 Cloud Base Implementation Engagement				\$3,000.00
Year 1 Total				\$34,255.00
Cloud Year 2	Duration	Price	Qty	Ext. Price
Calix Support Cloud Program	1 Year	\$8.93	3500	\$31,255.00
130-00486 Calix Support Cloud - Experience Management Edition				included
110-01427 Support Cloud - Customer Success - Premier				included
Year 2 Total				\$31,255.00
Cloud Year 3	Duration	Price	Qty	Ext. Price
Calix Support Cloud Program	1 Year	\$8.93	3500	\$31,255.00
130-00486 Calix Support Cloud - Experience Management Edition				included
110-01427 Support Cloud - Customer Success - Premier				included
Year 3 Total				\$31,255.00



All prices are in USD

Customer may receive a "true-up" charge after the first year, and thereafter upon the annual anniversary based on actual subscriber lines in excess of the most recent applied pricing tier.

This true up will be calculated by multiplying the number of subscribers by the annual committed per-subscriber price at the beginning of each year. Each year, Customer will be invoiced the greater of the price committed in the pricing table or the calculated true up amount.

Term and Termination

Term: The term of this Order Document commences on Effective Date and shall continue for a period of three (3) years from the Service Start Date, and thereafter, the Services will automatically renew for successive three-year periods beginning at the end of the most recent term, unless Customer provides written notice to not renew in writing not less than 60 days before the end of the then-current term. Calix reserves the right to increase the pricing upon automatic renewal at no more than 10% of the above price. In the event of non-renewal, this Order Document shall terminate upon the end of the most recent term.

Termination: Customer may terminate this Order Document or a SOW with thirty (30) days' written notice to Calix, subject to the Early Termination Fees.

A. EARLY TERMINATION FEES.

Customer acknowledges that Calix incurs internal and other costs and allocates resources to its professional services projects in re-liance on Order Documents and, therefore, Customer agrees that in the event Customer cancels the Services or an Order Document, Customer shall be obligated to Calix for "Early Termination Fees" in accordance with this Section. In the event Customer terminates an Order Document, Customer shall be obligated for the total fees invoiced for Setup Services. Cancellation of Subscription Services prior to the end of a Subscription Term will subject Customer to an early termination (acceleration) fee calculated as the remaining months of the then Subscription Term multiplied by the applicable monthly fees. Termination of Other Services shall be billed on a times and materials basis (including for any related non-cancellable time and/or fees related to subcontractors or other third-party vendors).

B. TERMINATION FOR BREACH.

If a party fails to perform any of its material obligations hereunder and such failure continues without remediation for a period of sixty (60) days after receipt of written notice from the non-breaching party, the non-breaching party shall have the right to terminate this Order Document immediately by providing written notice to the breaching party. Calix shall not be entitled to any Early Termination Fees if Calix is the breaching party.

C. TERMINATION FOR INSOLVENCY.

A party may immediately terminate this Order Document by providing written notice to the other party in the event that such other party files or has filed against it or consents to the filing of any petition under any bankruptcy or insolvency law of any jurisdiction, makes an assignment for the benefit of its creditors, or consents to the appointment of a custodian, receiver, or similar official for any substantial part of its property. In no event shall termination for insolvency as stated in this Section C result in any refund or credit of invoiced Services fees.

D. TERMINATION BY CALIX.

In the event that Calix determines that one or more Services provided hereunder are no longer commercially viable, Calix may, in its sole discretion, cease offering such Service or Services and/or terminate this Order Document by providing ninety (90) days' written notice thereof to Customer. In the event Calix terminates a Service offering, Calix shall, in its sole discretion, elect to transition to end of life of such Service offering by (A) continuing to make the Service available through the end of Customer's then-current Subscription Term, (B) transitioning Customer to another Calix Service offering of similar or better features for the remainder of the then-current Subscription Term (at no additional cost to Customer), or (C) provide for a service credit or refund for the fees actually paid for the remaining term of the then-current Subscription Term.

E. DATA USE AND PROTECTION.

Use of the Services may include collection and processing of customer and subscriber data, information or material provided, submitted or otherwise transmitted by Customer or its subscribers (collectively, "**Customer Data**") in connection with the Service as described in Calix published product and/or user documentation for the applicable Service.



- a. All Customer Data submitted by Customer or collected from its subscribers in connection with the Software and/or Subscription Services, however transmitted or provided, will remain the sole property of Customer or its subscribers to the full extent provided by law. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of any Customer Data made available to Calix.
- b. Customer hereby grants to Calix and its authorized agents or affiliates a non-exclusive worldwide license to host, copy, store, use, transmit, process and display Customer Data to the extent reasonably necessary to offer, provide, maintain and/or develop enhancements to the Software and/or Subscription Services and the delivery of the Software and/or Subscription Services. The foregoing license to "process" includes authorization for Calix to combine, correlate and/or apply algorithms to Customer Data in order to create and display insights and analytics or enable automation or other functionality to Customer in connection with the Software and/or Subscription Services. Calix will not use Customer Data for any purpose other than (i) to provide and maintain the Software and/or Subscription Services as described herein or in Calix published product and/or user documentation for such Software and/or Subscription Services, (ii) in accordance with this Agreement and any order form for Software and/or Subscription Services, (iii) as requested and instructed by Customer and/or its subscribers, (iv) on an anonymous and/or aggregated basis to evaluate the data, including behavioral analytics and trends, to develop enhancements and improve the Software and/or Subscription Services and the delivery of such Software and/or Subscription Services, (v) internally to develop or enhance its business and processes, or (vi) as required by law, regulation or legal process (in which case Calix shall use reasonable efforts to notify customer unless not permitted by such law, regulation or legal process). Customer further grants Calix and its authorized agents or affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Subscription Services any suggestion, enhancement request or other feedback provided by Customer.
- c. Customer Data may include subscriber data that may be considered under applicable laws to be personal data or personally identifiable information of an individual. Both Parties will comply with all applicable data protection legislation with respect to the use, processing, storage or transfer of any subscriber data that may be considered under applicable laws to be personal data or personally identifiable information of an individual and will maintain appropriate records and information to demonstrate its compliance with such legislation.
- d. Subscription Services may involve use, processing, storage or transfer of subscriber data that are considered to be personal data or personally identifiable information of an individual. Customer's election to subscribe to any such Subscription Services shall be considered Customer's instructions authorizing Calix to use, process, store or transfer subscriber data subject to the Subscription Service in accordance with the product and/or user documentation for such Subscription Services or as otherwise needed to carry out Calix's contractual obligations for the Subscription Service. Prior to entering into any Subscription Service that includes the use, processing, storage or transfer of Customer Data, Customer will ensure that it has all necessary appropriate consents and/or notices in place to enable the lawful use, processing, storage or transfer of Customer Data and/or personal data or personally identifiable information of an individual by Calix on behalf of the Customer in connection with the selected Subscription Services for the term and purposes of such Subscription Services.
- e. Both Parties shall take reasonable measures to secure, safeguard and protect Customer Data, which shall be treated as Confidential Information. Both Parties shall also take reasonable measures to secure, safeguard and protect subscriber data provided in connection with Subscription Services against unauthorized or unlawful use or processing and against accidental loss, destruction or damage, including implementation of reasonable organizational measures and technologies to securing the confidentiality of the data and to secure and safeguard the data in delivery of the Subscription Services. Calix shall reasonably cooperate with and assist Customer (at Customer's cost) in Customer's compliance requirements in connection with the Subscription Services under applicable data protection legislation, which may include responding to subscriber requests, removal of subscriber data from systems, completion of impact assessments and/or issuance of notifications.
- f. Subscription Services may include use of third-party systems and services. Customer agrees that its use or its subscribers' use of the Subscription Services constitutes its express consent for Calix to engage third parties to host, copy, store, use, transmit, process and display Customer Data to the extent reasonably necessary to offer, provide, maintain, further develop, improve and/or enhance the Subscription Services and/or delivery of the Subscription Services, provided such third parties shall be subject to confidentiality and non-disclosure obligations at least as protective of Customer Data as set forth in the Agreements and obligations to comply with applicable data protection laws.
- g. Customer shall provide Calix such access to Customer Data, systems and networks as is necessary in order for Calix to provide Subscription Services and to otherwise carry out its obligations to provide support for the Subscription Services. Except for Customer Data required for Calix's provision and/or license of its products, platforms and services, Calix shall not have access to any other Customer or subscriber data or information, including without limitation any information considered under applicable laws to be personally identifiable information of any individual (collectively, "Excluded Data"). Customer shall employ commercially reasonable efforts to ensure no Excluded Data is supplied, transmitted or otherwise transferred to Calix or any Calix systems or through any Calix services unless expressly agreed in advance in writing between the Parties. In the event any Excluded Data is supplied, transmitted or otherwise transferred to Calix, Customer shall take reasonable steps to promptly notify Calix.
- h. Within a reasonable time after the effectiveness of termination of any Subscription Services, Calix shall permanently delete any stored subscriber data collected for such Subscription Service without retaining any copies unless required otherwise under applicable law. For clarity, the Parties agree that any data retained and stored on an anonymous, anonymized and/or aggregated basis, or that is not personal data or personally identifiable information, does not constitute data required to be deleted under this section.
- i. Subscription Services are subject to Calix privacy policies and terms of use including the "Calix Privacy and Security Policy – Calix Cloud and EXOS Subscription Services" posted on the My Calix portal for customers at <https://www.cal->



[ix.com/pages/pp/product-privacy-policy.html](https://www.calix.com/pages/pp/product-privacy-policy.html). Copies are available upon request. Calix reserves the right to modify its privacy policies and terms of use from time to time in its business judgment and as it deems required for compliance with applicable laws and regulations.

F. USE OF SUBSCRIPTION SERVICES.

- a. Customer shall not, and shall not permit its authorized users and subscribers to transmit any material that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third-party proprietary rights, invasive of personal privacy or harmful to children (collectively "Objectionable Matter") in connection with any products or services under this Agreement. Customer and its subscribers shall abide by rules governing permitted and appropriate use of services that Calix may publish in connection with use of any Subscription Services. Calix may, at its option at any time, adopt additional rules for permitted and appropriate use and may update them from time to time. Customer's and/or its users and subscribers' continued use of products and services under this Agreement shall constitute Customer and/or its users and subscribers' agreement to be bound by such rules. Customer and its users and subscribers will comply with all applicable laws and confidentiality obligations regarding Customer Data, use of the Subscription Services and use of any Calix-supplied text, audio, video, graphics, applications, portal, developer portal, network intelligence and other information and data available by means of the Subscription Services or on one or more Calix web portals (such content collectively, the "Calix Content"), including laws governing use and handling of private or personally identifiable information. Calix reserves the right to remove any Customer Data that constitutes Objectionable Matter or violates any law or Calix rules regarding permitted and appropriate use but is not obligated to do so.
- b. Customer shall not and shall take commercially reasonable steps to require that its users and subscribers do not interfere with or disrupt the integrity of performance of the Subscription Services, any Calix Content and/or Customer Data. Calix reserves the right to suspend or terminate Customer and/or any subscriber account or activity that is disrupting or causing harm to Calix or Calix agent or affiliate computers, systems or infrastructure or is in violation of state or federal laws.

Payment

Customer shall pay Calix the Services fees as set forth above. Invoicing of Services fees will commence upon the Service Start Date with the exception of Implementation Service Fees, with subsequent years invoiced thirty (30) days prior to the annual anniversary date. Implementation Services shall be invoiced upon the earlier of completion or three (3) months from the Service Start Date. Payments are due within thirty (30) days of invoice date. Calix may suspend or terminate Services at any time due to non-payment without prejudice to any other available legal remedies. Services fees do not include any value added, excise, sales, use or other taxes and Customer shall be solely responsible for any taxes that may be applicable and whether or not invoiced and collected by Calix (excluding any tax on Calix's net income).

Implementation Services

As part of the Services provided in this SOW, Professional Services resources will require access to your data, including your rep-representative's personal data and your subscriber personal data. By signing this document, you are consenting for Calix Professional Services resources to access your company's subscriber data to deliver the Services described in this document. These resources may be in the United States of America or India, and this access is limited to the shorter of six months from contract start date or completion of the implementation. Access will automatically terminate at the shorter of six months from contract start date or completion of the implementation. This access may be extended with written approval from the customer.

110-01555Cloud Base Implementation Support

This module includes project planning, platform setup/configuration, user administration, quality assurance, user acceptance testing, and onboarding services for a Cloud solution implementation.

Planning

Customer shall:

1. Confirm the following prior to a project kickoff for the Calix Cloud solution implementation:
 - a. Readiness to technically implement the solution as defined in the applicable Calix Implementation Guide(s) and Cloud Best Practices documentation
 - b. Team roles/resources designated for the duration of the Services project may include a: Project Manager, Technical Lead, Billing System Admin, and User Lead or the equivalent roles/responsibilities
 - c. Upon Customer's written request, Calix may provide a scope and quote for additional services available to support a plan for specific Customer requirements, or for the Customer to meet the implementation requirements for Calix Cloud

Calix shall:



1. Host a project kickoff and planning session with the Customer to define:
 - a. Data sources availability and supported fields/formatting
 - b. Relevant deployment models and related solution functionality
 - c. Cloud Services project scope of work
 - d. Project milestones, target timeline, and communication plan
 - e. Assignment of critical path tasks to Calix and Customer project team resources

Setup/Configuration

Calix shall:

1. Setup an organization-specific environment configured on the Cloud platform
2. Enable user administration and configure first access for organization administrator(s)
3. Configure access to the ACS with credentials for TR-069 managed Calix and/or third-party residential gateways, if actively deploying to Calix Cloud
4. Complete applicable quality checks following a coordinated "go live" for the solution implementation
5. Provide the Customer with recommendations for completion of user acceptance testing
 - a. Inform the Customer when the solution is ready and set live in a Production environment
 - b. Inform the Customer when the service project scope of work is complete and ready for closeout

Customer shall:

1. Manage TR-069 ACS credentials for any supported residential gateways to be discovered in Calix Cloud
 - a. This is for Calix residential gateway models and/or third-party devices certified for remote management with the Calix Cloud ACS
2. Complete a user acceptance test period for Calix Cloud once the solution is live in a Production environment

Onboarding

Calix shall:

1. Complete a one (1) hour "getting started" orientation or review of global settings and bulk operations for the lead user(s) on the project team
2. Reference Calix best practices for successful deployment and solution implementation
3. Identify User support resources and help documentation available online
4. Provide access to online training course catalog; may require additional fee

Calix Cloud Resources

Customer shall have access to the following self-help support resources:

- Webinars on best practices
- Blog posts by industry experts on best practice
- Online user community
- Documentation
- Webinars on content of new product releases
- 24x7 web access to the Calix Technical Assistance Center (TAC) for Calix cloud related issues

Cloud Success Service

Calix Cloud Success Services are delivered through teams who have experience with the customers' business challenges and are described in the following Service Description Document (SDD).

- Cloud Success Service is available in two tiers as detailed in Calix's SDD available at https://www.calix.com/content/dam/calix/mycalix-misc/misc/services/Service-Description_Cloud_Success_Services_Standard_Plus.pdf
- Cloud Success Service - Standard Tier is included with the Calix cloud subscription

Miscellaneous

- Services described in this Order Document are provided remotely. Any travel is not included and shall be invoiced separately.



- Implementation Services are deemed accepted by Customer when the solution is live in a Production environment, and Customer is notified in writing of the SOW completion. Additional implementation support would require an additional Order Document.

Pricing is subject to change unless signed by both Parties, on or before September 08, 2022.

IN WITNESS, WHEREOF, each party hereto has caused this Order Document to be executed by an authorized representative as of the Effective Date.

Calix, Inc.

INDIANOLA MUNICIPAL UTILITIES

By _____

By _____

Name _____

Name Kurt Ripperger

Title _____

Title Communications Superintendent

Date _____

Date _____

MEMORANDUM

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

From:

Date: August 22, 2022

Subject: Consideration of the approval of the purchase of an 8VSB Clear QAM Receiver and Dual Processor, licensing and maintenance in the amount of \$16,051.10.

Recommendation: Simple motion is in order.

Attachments: 1. 8VSB Quote



Power & Telephone
200 Keough Drive
Suite 101
Piperton, TN 38017

QUOTE

UPC Vndr	Ack Date	Order #
000001	08/09/22	7547244-00
PO #	Page #	
Licenses	1	

Ship To: INDIANOLA MUNICIPAL UTILITIES
111 SOUTH BUXTON ST
INDIANOLA, IA 50125

Contact: Michelle Miller
(901)866-3119
michelle.miller@ptsupply.com

Cust #: 265384
Bill To: INDIANOLA MUNICIPAL UTILITIES
PO BOX 356
INDIANOLA, IA 50125

Reference	Currency	USD
Instructions	Sales Rep In	MEM
Terms		
Net 30 Days		
Ship Point	Via	Ship Date
Power & Tel DM Dist Center	WHS ROUTING	
Requested Ship Date	08/09/22	Freight In / Out N/Y

Ln #	Product and Description	Quantity Ordered	Qty U/M	Unit Price	Price U/M	Net Amount
*Confirmed requirements before accepting order **Quote valid for 14 days** Pricing is subject to change without notice from the supplier. Any increases or decreases by the supplier will be passed on to this order.						
1	SPECIAL.E	1	EA	3,995.00	EA	3,995.00
VMA-8VSB-4-XC2 - 8VSB/ClearQAM Receive and Dual Processor						
Transcode Module with 4x Activated Tuners						
4x active 8VSB/ClearQAM tuners with 2x Transcode						
Processors for optional transcode						
Receive full multiplexes, demultiplex all programs						
IP MPTS/SPTS output of each multiplex						
VidiO award-winning monitoring with video						
thumbnails, statistical analysis, stream sample						
downloads, alarms						
Accepts up to 2x Transcode Stream Activation						
Licenses						
2	ASMINCA1	1	EA	513.64	EA	513.64
SERVICE 1 YEAR SUPPORT AND MAINTENANCE						
3	VBEXCAHDLIC	1	EA	5,175.89	EA	5,175.89
LICENSE QUAD MPEG-4 HD TRANSCODE STREAM ACTIVAT						
4	VBEXCASDLIC	1	EA	4,133.63	EA	4,133.63
LICENSE 10XMPEG-4 SD TRANSCODE STREAM ACTIVAT						
5	ASMINCA1	1	EA	1,182.86	EA	1,182.86
SERVICE 1 YEAR SUPPORT AND MAINTENANCE						
5	Lines Total	Qty Shipped Total		5	Total	15,001.02
					Taxes	1,050.08
					Invoice Total	16,051.10

Page 1 of 1

This sale is subject to Seller's full Terms and Conditions of Sale available at <https://www.ptsupply.com/terms-and-conditions>. Seller will not be bound by any different or additional terms or conditions in Buyer's purchase order or otherwise communicated by Buyer unless such terms are expressly and specifically agreed to by Seller in writing. No conduct on the part of Seller including, but not limited to, (i) acceptance of a purchase order without expressly rejecting any Buyer terms or conditions reflected therein; (ii) or delivery of goods; or (iii) acceptance of payment, will constitute acceptance by Seller of such different or additional terms or conditions.



TERMS AND CONDITIONS OF SALE

EXCLUSIVE TERMS: ACCEPTANCE OF BIDS, QUOTES, OFFERS, PURCHASE ORDERS, COST ESTIMATES, AND COUNTEROFFERS FOR PRODUCTS, SERVICES, OR MATERIAL ("PRODUCTS") IS CONDITIONAL ON THE PERSON, FIRM, OR COMPANY ORDERING PRODUCTS' ("BUYER") ASSENT TO THESE TERMS AND CONDITIONS OF SALE ("TERMS"). Seller will not be bound by any different or additional terms or conditions proposed or submitted by Buyer, regardless of form, unless expressly and specifically agreed to by Seller in writing. No conduct on the part of Seller, including but not limited to, (i) acceptance of a purchase order without expressly rejecting any Buyer terms or conditions reflected therein; (ii) delivery of Product; or (iii) acceptance of payment for Product, will constitute acceptance by Seller of such different or additional terms or conditions.

GENERAL: Purchases are subject to current credit approval and to these Terms. Prices quoted are valid for 14 days or until stated expiration date on quote. Changes in the quantity, payment terms, shipping destination or special handling that differs from quote may result in price adjustments. All Products quoted as stock are subject to changes in availability without notice. Unless otherwise agreed by Seller in writing, payment of invoices is due within 30 days of the invoice date. Seller retains a security interest in all Product until the invoice is paid in full. Good faith dispute of invoice must be made in accordance with current procedures within 15 days of invoice date, regardless of payment terms binding sale of Products. Invoices must be disputed per line charge; all non-disputed charges are due and payable per payment terms. Invoices not paid when due are subject to finance charges computed up to the rate allowed by applicable law on the unpaid balance from due date until paid. Return of Products requires prior written authorization by Seller and not all Products are returnable. Cancellation and/or restocking fees may be imposed by Seller or the Product manufacturer. From time to time, Seller may designate certain Products as non-cancelable, non-returnable, non-reschedulable ("NCNR"). All NCNR Products are subject to the following restrictions: (i) purchase orders accepted by Seller for NCNR Products cannot be canceled for any reason; (ii) NCNR Products cannot be returned for any reason other than a manufacturing defect or nonconformity subject to the terms of any manufacturer warranty applicable to the NCNR Products; and (iii) the shipment date requested by Buyer for the NCNR Products cannot be rescheduled by Buyer. All shipping and performance dates are approximate. All Products are deemed accepted unless Buyer notifies Seller of any nonconformities or defects within 15 days from the date of receipt of the Products. Unless otherwise agreed by Seller in writing, title and risk of loss transfers to Buyer when Products are consigned to the carrier and it is Buyer's responsibility to file any claim against the carrier. Prices quoted do not reflect applicable taxes, duties, export fees, transportation and freight charges. Seller part numbers are for reference only. Seller reserves the right to ship functionally equivalent Products from any manufacturer without prior notice to the Buyer.

FORCE MAJEURE: Seller's nonperformance shall be excused to the extent that such performance is rendered impossible by (i) strike, fire, flood, governmental acts or orders or restrictions; (ii) epidemic, disease, or pandemic; (iii) failure of Seller's suppliers; or (iv) any other reason where failure to perform is beyond the reasonable control of and is not caused by Seller's negligence.

GOVERNING LAW AND DISPUTE RESOLUTION: All sales are governed by, and the rights and obligations of the parties shall be construed and enforced in accordance with, the laws of State of Tennessee. Any dispute, controversy or claim shall be solely and finally settled by arbitration conducted in Memphis, Tennessee in accordance with the Commercial Arbitration rules of the American Arbitration Association then in force. The parties shall abide by all awards rendered in arbitration proceedings, and all such awards may be enforced and executed upon by any court having jurisdiction over the party against whom enforcement of such award is sought.

SEVERABILITY. If any part or provision of these Terms is determined to be invalid, or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these Terms, which shall remain in effect.

WARRANTY DISCLAIMER: SELLER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ON PRODUCTS SOLD BY SELLER, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER BY SELLER IN NO WAY AFFECTS THE TERMS OF ANY WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS OR THE PROVIDER OF SERVICES SOLD BY SELLER.

LIMITATION OF LIABILITY AND REMEDY: Failure to give Seller written notice of any claim related to the Products within 30 days after Buyer's receipt of the products, services, or material shall constitute a waiver by Buyer of all such claims, including claims for damaged or defective goods, shortage, negligence or any other cause whatsoever. SELLER'S LIABILITY ARISING OUT OF OR RELATED TO THE SALE OF THE PRODUCTS, WHETHER IN CONTRACT, TORT, UNDER ANY WARRANTY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF THE PURCHASE PRICE PAID BY BUYER TO SELLER, OR IN SELLER'S SOLE DISCRETION, THE REPAIR OR REPLACEMENT OF THE PRODUCTS AT ISSUE. UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. THE PRICE STATED FOR THE PRODUCTS IS IN CONSIDERATION FOR LIMITING SELLER'S LIABILITY AS PROVIDED HEREIN. No action, regardless of form, arising out of the transactions under these Terms and Conditions of Sale may be brought by Buyer more than one (1) year after the cause of action has accrued. Seller neither assumes nor authorizes any other person to assume for it any greater liability in connection with any sales of Products.

MEMORANDUM

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

From:

Date: August 22, 2022

Subject: Consideration of the approval of an agreement with IMPACT to administer the Iowa Low-Income Home Energy Assistance Program (LIHEAP).

Recommendation: Under the attached agreement, IMPACT serves as IMU's vendor for the Low-Income Home Energy Assistance Program (LIHEAP) for the coming year. This has been a long-standing arrangement that is beneficial in that IMPACT determines eligibility for federal assistance for IMU's electric customers without the Utility Services Department's staff being tied up with eligibility and federal requirements. IMPACT serves residents in five counties and attains economies of scale throughout the process.

Simple motion is in order.

Attachments: 1. LIHEAP Agreement

ELECTRIC/NATURAL GAS VENDOR AGREEMENT FY23 LOW-INCOME HOME ENERGY ASSISTANCE PROGRAM

The following agreement is made between the local community action agency (Local Agency) administering the Iowa Low-Income Home Energy Assistance Program (LIHEAP) and:

Indianola Municipal		IMPACT Community Action Partnership	
Vendor (payment is issued in this name)		Local Agency	
210 W 2nd Ave.		3226 University Avenue	
Address		Address	
Indianola, IA 50125		Des Moines, IA 50311	
City, State, Zip		City, State, Zip	
Elisha Brown	UtilityServices@indianolaiowa.gov	Paula Arkema	parkema@impactcap.org
Contact Person	Email	Contact Person	Email
515-961-9444	N/A	515-777-7639	515-777-7639
Phone	Fax	Phone	Fax

All provisions of this agreement are subject to the availability of federal funds, issued by the U.S. Department of Health & Human Services (HHS). All Vendors shall abide by the following provisions for the current Iowa Low-Income Home Energy Assistance Program (LIHEAP).

1.00 Agreement Duration

This agreement is effective when signed by the Vendor and shall terminate on September 30, 2023. The termination of this agreement shall not discharge any obligation owed by either party to the other or to an eligible household if such obligation was incurred during the effective period of the agreement.

2.00 Vendor Notification of Eligible Households

The Local Agency will notify the Vendor on a weekly basis of those households that have been approved for either the LIHEAP program or Weatherization Assistance Program through the Electronic Bulletin Board, U.S. mail, email, phone, or an online portal hosted by the Vendor.

3.00 Household Payments from LIHEAP

The LIHEAP program provides two separate types of benefit awards to eligible customers; LIHEAP Regular Assistance (winter heating assistance) and ECIP crisis funds, which address emergency reconnections and service continuity. Eligible households on whose behalf payments are made are third-party beneficiaries under this agreement. Therefore, all payments accepted by the Vendor made by the Local Agency on behalf of an approved household must be applied as a credit to that household's current energy account. All LIHEAP Regular Assistance and ECIP crisis credit balances must remain on the account until the benefit is exhausted.

Any payment not accepted by the Vendor must be returned to the Local Agency within 5 business days of its receipt. Any duplicate payment for a household or an account must be reported to the Local Agency within 5 business days.

The Vendor will charge the approved household in its normal billing process the difference, if any, between the actual cost of the home energy and the amount of the payment made by the Local Agency.

3.10 Households with Disconnect Notices (or imminent threat of disconnection)

The Vendor will accept either LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, for households with a disconnect notice or have the imminent threat of disconnection, and will ensure the households' energy account remains connected to avoid a reconnection fee.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.20 Disconnected Households

LIHEAP Regular Assistance-only payments (without ECIP crisis funds), ECIP crisis funds (without LIHEAP Regular Assistance), or a combination of LIHEAP Regular Assistance and ECIP crisis payments, that cover the balance owed by a disconnected household, will establish prompt reconnection of the energy account by the Vendor.

For purposes of this section, payments include notification by the agency to the Vendor on behalf of the LIHEAP-approved household.

3.30 Supported Expenses

The following are expenses which the LIHEAP program supports:

- Utility deposits for new service (ECIP crisis funds only)
- Reconnection fees (ECIP crisis funds only)
- Utility past/back bills (LIHEAP Regular Assistance and/or ECIP crisis funds)

3.40 Unsupported Expenses

The following expenses are unsupported by the LIHEAP program:

- Expenses for diversion fees
- Water, sewer, garbage, etc.

4.00 Vendor Receipt of Payment

Within 30 calendar days of the Vendor's receipt of payment, the Vendor will provide to the Local Agency a receipt for the amount of payment received, using the State of Iowa Vendor Receipt provided to the Vendor by the agency or via email acknowledgement.

Payments received by Vendors for households participating in a budget billing or level-payment plan shall be applied to such level payment account in the full amount of the level payment bill, with any remaining assistance being applied toward future level payment bills until exhausted. A level payment amount shall not be adjusted nor shall a recipient be requested or required to withdraw from a level payment plan due to receipt of program assistance. Program assistance shall not be applied toward reducing any account balance in favor of the utility, which is in excess of accrued level payments.

5.00 Customer Payment Plan

Vendor should make an effort to offer LIHEAP customers an affordable payment plan for any balance due on their account.

6.00 Continuous Access to Home Heating

The Local Agency and Vendor will collaborate and to the extent practicable attempt to ensure the customer has continuous access to home heating.

7.00 Payments from Households

The Local Agency and Vendor will encourage regular monthly payments from households, including use of budget billing.

8.00 Confidentiality

Information regarding applicants and beneficiaries under this program must remain confidential subject only to the limited release of information by the Vendor to the Local Agency and the State of Iowa. The Vendor agrees to keep confidential the names and all other information pertaining to the clients served, including financial status, lifestyles, and housing conditions.

9.00 Non-Discrimination

The eligible household will not be treated adversely from other households because of receiving assistance under the Iowa Low-Income Home Energy Assistance Program. The Vendor agrees not to discriminate either in cost of goods supplied or services provided, against the eligible household on whose behalf payments are made.

10.00 Termination of Customer Account

If a household terminates its account or changes Vendors prior to termination of this agreement, the Vendor shall contact the Local Agency within 30 calendar days to reconcile the existing account and to determine the distribution of any remaining funds. No funds paid under this program may be returned directly to any client without written authorization from the agency. A credit balance on the account is to be returned to the agency within 30 calendar days of reconciliation with the Local

Agency. If the household has an arrearage on a different portion of the account such as garbage, the Vendor shall not withhold a refund.

11.00 Records

The Vendor will maintain an accounting system and fiscal records covering all activities under this agreement. The Vendor's records must include:

- The amount of payments made on behalf of eligible households by the Local Agency;
- Any LIHEAP Regular Assistance and ECIP crisis payment credit remaining on the eligible household's account.

The Vendor shall retain these records for four years from the end date of this agreement.

The Vendor, upon written request from the eligible household, Local Agency, State of Iowa, or other designated representative, will provide a status report indicating the above information.

Vendors will assist the Local Agency and State of Iowa in collecting data concerning information on home energy consumption, amount and cost of fuels used for households eligible for Weatherization assistance, or such other data as the state determines is reasonably necessary.

12.00 Site Visits

The State of Iowa and HHS authorized representatives reserve the right to monitor the use of funds by the participating Vendor in order to evaluate compliance with the provisions of this agreement.

13.00 Termination of Agreement

The Local Agency may terminate this agreement upon written notice for the breach by the Vendor of any material term, condition or provision of this agreement. Either the Local Agency or the Vendor may terminate this agreement by giving the other party at least 30 calendar days written notice.

Upon termination of the agreement by either party or upon expiration of the agreement, the Vendor shall, within 5 business days, remit to the Local Agency any unexpended funds paid to the Vendor.

The Vendor shall provide a full accounting of the funds subject to this agreement within 30 calendar days of termination or expiration of the agreement.

Indianola Municipal

 Vendor

 Vendor Authorized Individual (printed name)

 Vendor Authorized Individual (signature)

 Date

IMPACT Community Action Partnership

 Local Agency
 Julie Heck, Chief Operating Officer

 Local Agency Director (printed name)

 Local Agency Director (signature)

 Date

MEMORANDUM

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

From:

Date: August 22, 2022

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

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

Attachments: None

MEMORANDUM

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

From:

Date: August 22, 2022

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.

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

Attachments: None