

INDIANOLA MUNICIPAL UTILITIES



Electric • Telecommunications • Water

**IMU Board of Trustees of the
Electric, Water and Telecommunications Utilities**

March 12, 2018

City Hall Council Chambers

5:30 p.m.

Agenda

1. Call to Order
2. Roll Call
3. Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
4. After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session
5. Public Comments
6. Consent Agenda
 - A. Claims list for March 5, 2018
 - B. Minutes from February 26, 2018
 - C. Safety Report Receipt and filing of safety report
7. Electric Utility Action Items
 - A. Consider approval of temporary easement for construction and construction-related activities
8. Electric Utility Informational Items
9. Water Utility Informational Items
10. Communications Utility Action Items

- A. Consider approval of an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, The Communications Utility of Bellevue, Iowa and the Indianola Municipal Utilities providing for joint ownership and use of certain facilities and related matters
- B. Consider approval of the 28E Agreement between IMU, Cedar Falls Utilities, Waverly Communications Utilities the Communications Utility of Bellevue Utilities regarding financial arrangements
- C. Consider purchase of A10 3040s Carrier Grade NAT Devices from Datalink for \$62,831.86 plus tax
- D. Consider approval of Cisco equipment purchase
- E. Consider approval of splicing trailer and related equipment purchases
- F. 2018 Telecommunications Utility Renovation of Existing Line Shop
 - 1. Resolution ordering construction of certain public improvements (2018 Telecommunication Utility Renovation of Existing Line Shop) and fixing a date for hearing (April 9, 2018) and taking of bids (April 4, 2018)
- 11. Communications Utility Informational Items
- 12. Combined Electric, Water and Communications Utilities Informational Items
 - A. Discuss building inspection report for 210 W. 2nd Avenue and authorize Tom Gaffigan, General Manager, to sign the Property Inspection Addendum
 - B. Discuss MISO Reporting
 - C. Discuss website upgrade
 - D. Discuss joint quarterly meetings between the IMU Board of Trustees and the City Council
- 13. Other Business
 - A. Possible 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 388.9(1) Code of Iowa
 - B. After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session
- 14. Adjourn

IMU Regular Downstairs

3.

Meeting Date: 03/12/2018

Information

Subject

Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

4.

Meeting Date: 03/12/2018

Information

Subject

After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs
Meeting Date: 03/12/2018

6.A.

Information

Subject

Claims list for March 5, 2018

Information

Fiscal Impact

Attachments

Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
ACCO UNLIMITED CORP.	600-8110-65010	LIQUID CHLORINE	02/21/2018	1,333.96
BRAND, JUSTIN	600-8180-61440	WELLNESS JAN & FEB	02/09/2018	30.00
CIRCLE B CASHWAY	600-8150-63453	REBAR	01/25/2018	52.90
DUST PROS JANITORIAL	600-8120-64090	SCRUB AND BUFF - FEBRUARY	02/16/2018	180.00
DUST PROS JANITORIAL	600-8120-65070	FLUORESCENT BULBS	02/16/2018	127.50
INFOMAX OFFICE SYSTEMS IN	600-8120-63410	COPIER	02/19/2018	164.90
MILLER ELECTRIC SERVICES	600-8120-63410	REPAIR GARAGE HEATER	02/22/2018	94.00
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - JAN (WELL KWH & TRANS)	02/13/2018	1,115.81
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	02/26/2018	15.84
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	02/12/2018	176.77
VANDERPOOL PLUMBING	600-8120-63410	STOOL & FAUCET	02/12/2018	604.49
VEENSTRA & KIMM	600-8150-63453	RURAL WATER CONNECTION STUDY	02/23/2018	2,348.50
Total WATER OPERATING FUND:				6,244.67
IMU ADMINISTRATION FUND				
A TO Z RENTAL CENTER	620-8090-65990	DUNK TANK	05/16/2016	68.75
CASUAL RAGS	620-8090-65077	UTILITY SERVICES REP UNIFORMS	02/19/2018	32.08
Total IMU ADMINISTRATION FUND:				100.83
ELECTRIC OPERATING FUND				
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	02/05/2018	31.69
DUST PROS JANITORIAL	630-8220-64090	MONTHLY CLEANING - FEBRUARY - ADMIN/ELECTRIC	02/27/2018	1,177.00
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	02/20/2018	101.22
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	02/27/2018	86.46
IOWA ASSOC OF MUN UTILITIE	630-8240-62300	MODULE B APPRENTICESHIP - BOOZELL	02/14/2018	1,050.00
MC MASTER-CARR SUPPLY CO	630-8220-65072	15 WATT LIGHT BULBS	02/09/2018	46.72
MUNICIPAL ENERGY AGENCY	630-8230-63991	FIXED COST RECOVERY CHARGE	02/13/2018	327,114.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	CONTRACTED WIND - JAN	02/13/2018	25,551.00
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION/ADJUSTMENT - JAN	02/13/2018	84,024.62
MUNICIPAL ENERGY AGENCY	630-8230-63990	LANDFILL GAS ATTRIBUTES - JAN	02/13/2018	13,260.00
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - JAN (NET ELECTRIC)	02/13/2018	467,101.75
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - JAN	02/13/2018	7,091.80-
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE	02/05/2018	5,141.54
PAC-VAN INC	630-8250-65072	TEMP OFFICE SPACE	02/08/2018	481.80
QUALITY PEST CONTROL	630-8220-63100	GENERAL PEST CONTROL	02/02/2018	76.62
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	02/26/2018	60.00
SPEE-DEE DELIVERY SERVICE	630-8290-65080	ONCALL SHIPMENT - TESTING IN AMES	02/19/2018	30.31
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	02/12/2018	397.74
VAN METER INC	630-8225-63410	RELAY - TURBINE	02/13/2018	268.80
VAN METER INC	630-8220-65072	WIRE CONNECTORS	02/14/2018	20.08
VANDERPOOL PLUMBING	630-8225-63410	REPAIR TO HEATING UNIT	02/19/2018	520.02
WARREN COUNTY TREASURE	630-8255-65990	TRANSMISSION TAXES	02/26/2018	452.50
Total ELECTRIC OPERATING FUND:				919,902.07
FIBER/COMMUNICATIONS FUND				
CANON FINANCIAL SERVICES I	640-8550-64150	LARGE FORMAT PRINTER LEASE	02/10/2018	121.54
CONSORTIA CONSULTING	640-8550-64900	CONTRACT HOURS	02/19/2018	1,650.00
IOWA ASSOC OF MUN UTILITIE	640-8550-62300	BROADBAND CONFERENCE - KURT, ERIC, JEROMY	02/26/2018	330.00
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	02/26/2018	7.50
U.S. CELLULAR	640-8550-63730	CELL PHONES - 2	02/12/2018	82.78
Total FIBER/COMMUNICATIONS FUND:				2,191.82

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER CAPITAL PROJECTS FUND				
MUNICIPAL SUPPLY INC	700-8100-67905	METERS	02/20/2018	1,889.82
VEENSTRA & KIMM	700-8100-67402	CO2 TANK UPGRADE	02/23/2018	1,266.59
Total WATER CAPITAL PROJECTS FUND:				3,156.41
ELECTRIC CAPITAL PROJECTS FUND				
DOWNING CONST. INC.	730-8200-67909	BID PROCESS AND AWARD - BID AWARD AND CONTRACT DOC	02/26/2018	12,500.00
ETHOS DESIGN GROUP	730-8200-67909	DESIGN WORK - NEW LINE SHOP	02/22/2018	2,583.00
METERING & TECHNOLOGY SO	730-8200-67906	FORM 6S ELECTRIC METERS	02/21/2018	568.15
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69KV 30.9 CREDIT/ADMIN FEE - JAN	02/13/2018	28,367.21-
RESCO	730-8200-67906	PAD MOUNTED TRANSFORMERS	02/22/2018	7,679.89
SNYDER & ASSOCIATES INC	730-8200-67909	CIVIL ENGINEERING - NEW LINE SHOP	02/19/2018	625.69
TERRY-DURIN CO.	730-8200-67601	GROUND VAULTS	11/09/2017	27,306.40
WESCO	730-8200-67906	#2 COPPER WIRE RETURN CREDIT - INVOICE #945873 1/17/18	02/12/2018	240.75-
WESCO	730-8200-67906	3" PVC U-GUARD	02/16/2018	267.50
Total ELECTRIC CAPITAL PROJECTS FUND:				22,922.67
FIBER CAPITAL PROJECTS FUND				
ATTORNEY, TIM HOGAN	740-8500-67408	EARNEST MONEY	02/27/2018	1,000.00
MARTIN GARDNER ARCHITECT	740-8500-67408	PROFESSIONAL SERVICES	02/19/2018	10,232.25
PAT MCGRATH CHRYSLER JEE	740-8500-67409	2018 DODGE RAM 1500	02/28/2018	23,308.00
Total FIBER CAPITAL PROJECTS FUND:				34,540.25
Grand Totals:				989,058.72

Board of Trustees: _____

IMU Regular Downstairs

6.B.

Meeting Date: 03/12/2018

Information

Subject

Minutes from February 26, 2018

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – FEBRUARY 26, 2018

The Board of Trustees met in regular session at 5:30 p.m. on February 26, 2018 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond (via phone), Mike Rozga, Adam Voigts and Deb White.

It was moved by Rozga and seconded by White to enter into closed session in accordance with Iowa Code Section 21.5(1) (c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. On roll call the vote was, AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

A motion was made by McClymond and seconded by White to return to regular session. On roll call the vote was, AYES: Forbush, White, Voigts, Rozga and McClymond. NAYS: None. Whereupon the Vice Chairperson declared the motion carried unanimously.

Board member Rozga moved and Forbush seconded to authorize legal counsel to negotiate a settlement with Irby as discussed in closed session, in lieu of that pursue legal action. If an agreement is reached it will be brought back to the IMU Board of Trustees for their consideration. 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 White and seconded by Rozga. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Claims list for February 20, 2018

Minute from February 12, 2018

Salaries: Jackie Raffety, Utility Services Rep, from CE 4-1.5 \$37,597/year to CE 4-2 \$38,224/year effective March 18, 2018

Nate Edwards, Lead Generation Operator, from Range 27-3 \$72,709/year (includes longevity) to Range 27-3 \$72,759/year (includes longevity) effective April 1, 2018

January 2018 Treasurer and Financial Reports

Electric Utility Action Items

Board Member Forbush introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Vanderpool Construction for Project #1 Sitework and Utilities for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: White, Voigts, McClymond, Rozga and Forbush. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-254
RESOLUTION APPROVING CONTRACT AND BOND
Vanderpool Construction for Project #1 Sitework and Utilities

(The complete resolution may be viewed at the City Clerk's Office)

Board Member Rozga introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Septagon for Project #2 Concrete Foundations and Pre-engineered Metal Building for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-255
RESOLUTION APPROVING CONTRACT AND BOND
Septagon for Project #2 Concrete Foundations and Pre-Engineered Metal Building

(The complete resolution may be viewed at the City Clerk's Office)

Board Member White introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Jordison Construction for Project #3 Concrete Flatwork for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member Rozga seconded the motion to adopt. The roll was called and the vote was: AYES: Voigts, McClymond, Rozga, Forbush and White. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-256
RESOLUTION APPROVING CONTRACT AND BOND
Jordison Construction Project #3 Concrete Flatwork

(The complete resolution may be viewed at the City Clerk's Office)

Board Member Rozga introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Wayne Dalton Door for Project #4 Overhead Doors for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member Forbush seconded the motion to adopt. The roll was called and the vote was: AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-257
RESOLUTION APPROVING CONTRACT AND BOND
Wayne Dalton Door for Project #4 Overhead Doors

(The complete resolution may be viewed at the City Clerk's Office)

Board Member White introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Hildreth Construction Services for Project #5 Interior Office and Exterior Accessories for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member Forbush seconded the motion to adopt. The roll was called and the vote was: AYES: Voigts, McClymond, Rozga, Forbush and White. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-258
RESOLUTION APPROVING CONTRACT AND BOND
Hildreth Construction Services for Project #5 Interior Office and Exterior Accessories

(The complete resolution may be viewed at the City Clerk's Office)

Board Member Rozga introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Vanderpool Plumbing and Heating for Project #6 Mechanical for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-259
RESOLUTION APPROVING CONTRACT AND BOND
Vanderpool Plumbing and Heating for Project #6 Mechanical

(The complete resolution may be viewed at the City Clerk's Office)

Board Member White introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Midwest Automatic Fire Sprinkler Company for Project #7 Sprinkler for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member Rozga seconded the motion to adopt. The roll was called and the vote was: AYES: Voigts, McClymond, Rozga, Forbush and White. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-260
RESOLUTION APPROVING CONTRACT AND BOND
Midwest Automatic Fire Sprinkler Company for Project #7 Sprinkler

(The complete resolution may be viewed at the City Clerk's Office)

Board Member Forbush introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Brad Moeller Electric for Project #8 Electrical for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member McClymond seconded the motion to adopt. The roll was called and the vote was: AYES: White, Voigts, McClymond, Rozga and Forbush. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-261
RESOLUTION APPROVING CONTRACT AND BOND
Brad Moeller Electric for Project #8 Electrical

(The complete resolution may be viewed at the City Clerk's Office)

Board Member Rozga introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – Des Moines Steel Fence Company for Project #9 Fencing for the 2018 Line Shop Project, and moved its adoption subject to approval by legal counsel. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-262
RESOLUTION APPROVING CONTRACT AND BOND
Des Moines Steel Fence Company for Project #9 Fencing

(The complete resolution may be viewed at the City Clerk's Office)

Board Member White introduced the following resolution entitled "RESOLUTION APPROVING CONTRACT AND BOND" – G&G Landscaping & Mowing for Project #10 Landscaping for the 2018 Line Shop

Project, and moved its adoption subject to approval by legal counsel. Board Member McClymond seconded the motion to adopt. The roll was called and the vote was: AYES: Voigts, McClymond, Rozga, Forbush and White. NAYS: None. Whereupon, the Chair declared the following Resolution duly adopted.

RESOLUTION NO. 2018-263
RESOLUTION APPROVING CONTRACT AND BOND
G&G Landscaping & Mowing for Project #10 Landscaping

(The complete resolution may be viewed at the City Clerk's Office)

The temporary easement for construction and construction related activities with Alamo Group Inc. for the 2018 Line Shop Project was approved on a motion by McClymond and seconded by White. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Electric Utility Informational Items - Electric Superintendent Mike Metcalf presented the electric utility informational items.

Water Utility Informational Items – Water Superintendent Lou Elbert presented the water utility informational items.

Communications Utility Action Items

A motion was made by White and seconded by Forbush to approve the purchase of the Core Networking Equipment from CDW-G and Datalink in an amount of \$263,830.39 and \$18,735.70 respectfully plus tax, subject to approval by legal counsel. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

It was moved by White and seconded by Forbush to approve the purchase of a one-half ton pickup from Pat McGrath Dodge in an amount of \$23,308 plus tax. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board member Rozga moved to approve the purchase of an eight-foot spacecap from truck Equipment in an amount of \$13,634.00 plus tax. Board member White seconded the motion. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

The purchase of a Telecom Hut Backup Generator in an amount of \$18,250 plus tax from Interstate Power Systems was approved on a motion by White and seconded by Forbush. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Communication Utility Informational Items - Kurt Ripperger, Telecommunication Director, presented an updated report on the Communications Utility Informational items.

Combined Electric, Water and Communications Utility Action Items

A public hearing regarding the FY 2018/19 budget was held. There were no objections either oral or written.

A motion was made by Forbush and seconded by White to approve the following resolution entitled, "RESOLUTION ADOPTING THE ANNUAL BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2019" subject to review of questions asked regarding the budget. On roll call the vote was, AYES: White, Voigts, McClymond, Rozga and Forbush. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-264
RESOLUTION ADOPTING THE ANNUAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2019

(The complete resolution may be viewed at the City Clerk's Office)

The following resolution entitled, "RESOLUTION NAMING DEPOSITORIES" was approved on a motion by Rozga and seconded by White. On roll call the vote was, AYES: Forbush, White, Voigts, McClymond and Rozga. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-265
RESOLUTION NAMING DEPOSITORIES

(The complete resolution may be viewed at the City Clerk's Office)

Combined Electric, Water and Communication Utilities Informational Items – General Manager Tom Gaffigan presented an update on the combined electric, water and communication utility items.

Board member McClymond moved to 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. Board member Rozga seconded the motion. On roll call the vote was, AYES: Rozga, Forbush, White, Voigts and McClymond. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

McClymond moved and White seconded to return to regular session. On roll call the vote was, AYES: Rozga, Forbush, White, Voigts and McClymond. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously.

White moved and Forbush seconded to approve the following resolution entitled, "RESOLUTION APPROVING THE PURCHASE OF 210 W. 2ND AND AUTHORIZING THE BOARD CHAIRPERSON TO EXECUTE THE PURCHASE AGREEMENT". On roll call the vote was, AYES: Voigts, McClymond, Rozga, Forbush and White. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted:

RESOLUTION NO. 2018-266
RESOLUTION APPROVING THE PURCHASE OF 210 W. 2ND AND AUTHORIZING THE BOARD
CHAIRPERSON TO EXECUTE THE PURCHASE AGREEMENT

(The complete resolution may be viewed at the City Clerk's Office)

It was moved by McClymond and seconded by Rozga to approve a handwritten warrant in an amount of \$1,000 earnest money for the purchase of 210 W. 2nd. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Meeting adjourned at 7:05 p.m. on a motion by Forbush and seconded by McClymond.

Adam Voigts, Chairperson

Diana Bowlin, City Clerk

IMU Regular Downstairs

6.C.

Meeting Date: 03/12/2018

Information

Subject

Receipt and filing of safety report

Information

In your packet is the 2017 Annual Safety Report as prepared Melissa McCoy, Human Resources Director.

Fiscal Impact

Attachments

Safety Report



Date: March 7, 2018

To: Board of Trustees

From: Melissa McCoy, Human Resources Director

CC: Tom Gaffigan, General Manager

RE: 2017 Annual Safety Report

The purpose of this memo is to provide an annual overview of IMU's 2017 Safety program.

IMU and the City of Indianola partner with IAMU to provide a comprehensive safety program for our employees. IAMU provides IMU with many different services. Those services include:

- Safety committee meeting administration, agenda and minutes
- On-site monthly safety trainings
- Mock OSHA walkthroughs and reports for all IMU departments
- Assistance with the development of safety policies and procedures
- Safety consultation when needed

MOD Rate

Work comp premiums are determined by a modification "MOD" rate. The MOD rate is determined by industry classification and claims history. The City and IMU's current MOD rate is .71. The industry average is 1.0. For example, a company with a MOD rate of 1.25 will pay **25%** higher premiums than the average company does and a company with a MOD rate of 0.80 will pay **20%** less per dollar than average. For FY 2016-17 our MOD rate was .80 and FY 2015-16 our MOD rate was .82. As you can see, our employees have done a great job with keeping safety in mind during the work day.

2017 IMU Safety Incidents

- 2 OSHA recordables (employee injuries)
- 3 Non-OSHA recordables (property/auto damage)
- 0 days away from work
- 53 days of job restriction

Below, you will find a summary of the OSHA recordables as well as Non-OSHA recordables.

2017 OSHA Recordables

Department	Injury date	Location	Injury type		# Days missed work	# Days job restriction	Other recordable cases		Injury	Skin Disorder
Water	4/10	Plant	Strained back			43			X	
Electric	8/1	ROW Ditches	Poison ivy			10				X
				Totals:	0	53	0		1	1

2017 Non-OSHA Recordables

Department	Incident date	Location	Damage
Electric	1/17	Utility Room	Arc flash
Electric	3/2	111 S Buxton	Dent and scratch to vehicle
Electric	5/2	1201 N Jefferson	Arc flash

Safety Committee

The Safety Committee meets once a month. Committee members include representatives from each IMU and City department as well as our IAMU representative. During the meetings we discuss a variety of topics to include OSHA or non-OSHA recordables, findings from quarterly walkthroughs and specific safety topics such as foot safety, chain hoist safety and heat stress.

Safety Training

The City of Indianola safety program consists of monthly safety training during the months of September – May. IAMU conducts these trainings on site for both IMU and City employees. Some of the training topics include bloodborne pathogens, emergency preparedness, fire safety, trenching and shoring, chain saw and backhoe safety. For calendar year 2017, we have had 115 IMU attendees over 14 safety training classes.

Meeting Date: 03/12/2018

Information

Subject

Consider approval of temporary easement for construction and construction-related activities

Information

In your packet is a temporary easement for construction and construction related activities for the 2018 Line Shop Project water detention area.

This temporary easement with Indianola Church of Christ allows the City, its agents, contractors and employees and other permitted parties and their respective agents, contractors and employees, a right of entry in, upon and onto the property for the Indianola Municipal Utilities Line Shop Project, which purpose includes any and all construction-related activities, including but no limited to for the water detention area.

Upon completion of this project, the Easement Area will be restored to its original condition as reasonably possible.

Simple motion is in order.

Fiscal Impact

Attachments

Temporary Easement

NOT INTENDED FOR RECORDING

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Indianola, Iowa 50266 (515) 274-1450

**TEMPORARY EASEMENT FOR CONSTRUCTION AND
CONSTRUCTION-RELATED ACTIVITIES**

Indianola Church of Christ (hereinafter referred to as the "Grantor"), in consideration of One and No/100 Dollars (\$1.00) to be paid by Indianola Municipal Utilities, upon final approval and acceptance of this Easement, does hereby convey unto the City of Indianola, Iowa, a municipal corporation, by and through the Board of Trustees of the Indianola Municipal Utilities (hereinafter referred to as the "City"), a Temporary Easement for Construction under, over, through and across the following described property.

THE EAST 105 FEET AND THE WEST 25 FEET OF THE EAST 125 FEET OF
THE SOUTH 200 FEET AND THE WEST 225 FEET OF THE EAST 350 FEET
OF THE SOUTH 180 FEET AND THE WEST 20 FEET OF THE EAST 120
FEET, EXCEPT THE SOUTH 530 FEET THEREOF, ALL IN LOT 25,
LINCOLN RIDGE PLAT 1, AN OFFICIAL PLAT NOW INCLUDED IN AND
FORMING A PART OF THE CITY OF INDIANOLA, WARREN COUNTY,
IOWA

Which property is also described and depicted on the plat attached hereto as Exhibit "A"

(hereinafter referred to as the "Easement Area") Said Easement allows the City, its agents, contractors and employees, and other permitted parties and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area for the Indianola Municipal Utilities Line Shop Project, which purpose includes any and all construction-related activities for the water detention area.

It is understood that, upon completion of this project, the City shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by seeding, moving or replacing trees, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the City and/or permitted parties during the course of construction, except that the following items shall not be restored by the City or permitted parties but are instead compensated for the consideration paid for in this Easement by the City as set forth above. (List items below or state "none"). NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Indianola and shall be subject to the following terms and conditions to which the City, upon acceptance of this instrument by the City, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the City's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.

2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**

The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the City and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.

4. **SPECIAL PROVISIONS.** NONE

Signed this 24th day of Feb, 2018.

Indianola Church of Christ

By: David Ellwanger

STATE OF IOWA)
) ss:

COUNTY OF WARREN)

On this 24th day of February, 2018, before me, a Notary Public in and for said county, personally appeared David Ellwanger, to me personally known, who being by me duly (sworn or affirmed) did say that he is the President of said corporation, that said instrument was signed on behalf of the said corporation by authority of its Board of Directors; and, that said David Ellwanger, as such President, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Patricia A. Patrick

Notary Public in and for the State of Iowa



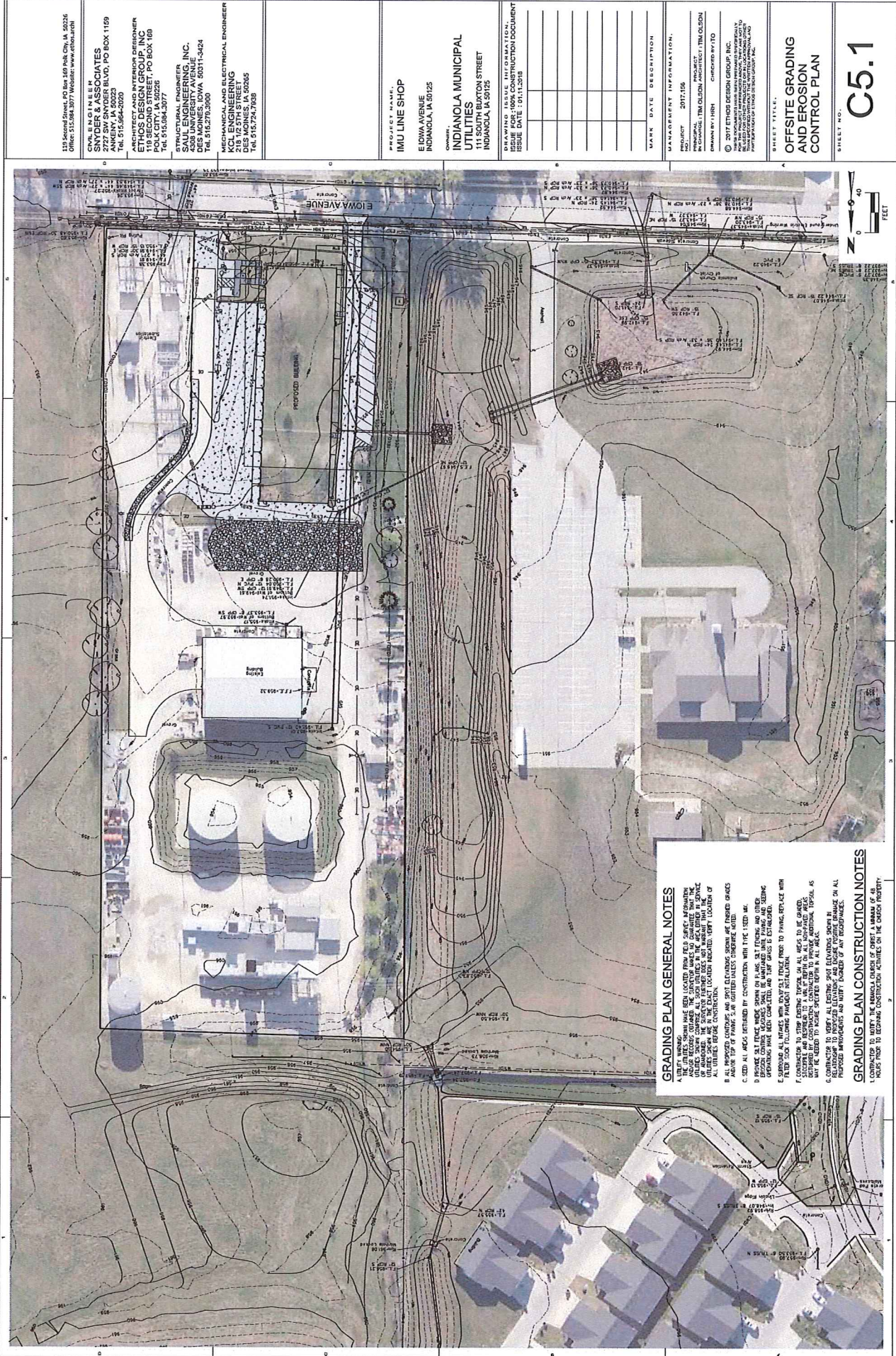
ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by Indianola Municipal Utilities by Resolution No. _____, passed on the ____ day of _____, 2018, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2018.

Diana Bowlin, City Clerk of the City of Indianola, Iowa



GRADING PLAN GENERAL NOTES

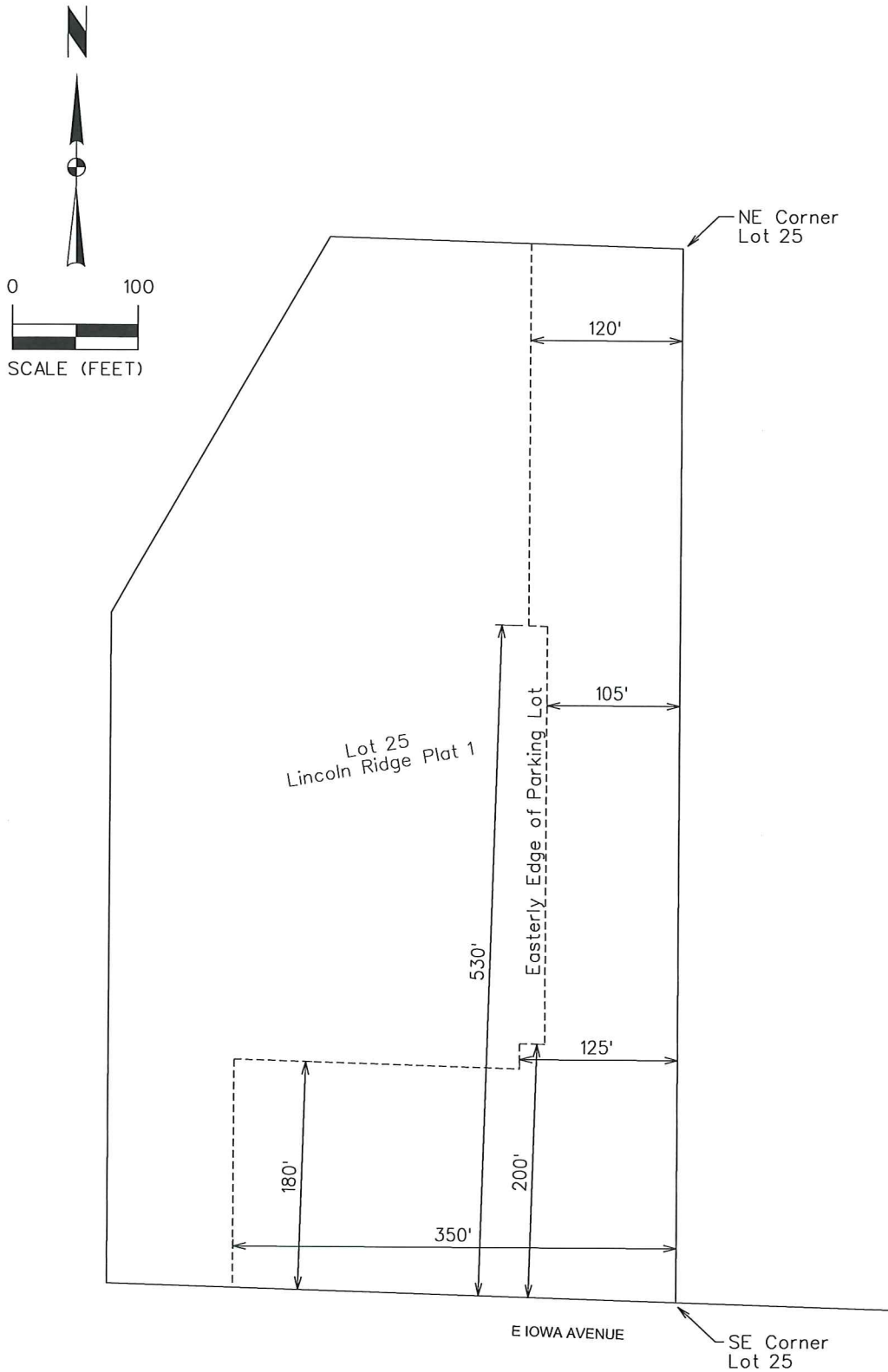
- A. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- B. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- C. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- D. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- E. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- F. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- G. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- H. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.
- I. ALL AREAS WITHIN THE GRADING PLAN ARE TO BE GRADED TO THE ELEVATIONS SHOWN UNLESS OTHERWISE NOTED.

GRADING PLAN CONSTRUCTION NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXHIBIT "A"

TEMPORARY CONSTRUCTION EASEMENT PLAT



INDIANOLA MUNICIPAL UTILITIES

TEMPORARY CONSTRUCTION EASEMENT



2727 S.W. SNYDER BLVD.
ANKENY, IA 50023 (515) 964-2020

SHEET 2 OF 2

PN: 117.0093

FLD BK: 1164 PG: 48

DATE: 01/08/18

PM/TECH: EDG/SGK

Meeting Date: 03/12/2018

Information

Subject

Consider approval of an amended and restated agreement under Iowa Code Chapter 28E between Waverly Communications Utility, The Municipal Communications Utility of the City of Cedar Falls, The Communications Utility of Bellevue, Iowa and the Indianola Municipal Utilities providing for joint ownership and use of certain facilities and related matters

Information

In your packet is the amended and restated 28E agreement to include Waverly, Cedar Falls, Bellevue and Indianola Municipal Utilities.

Highlights of the agreement include:

- Provides joint ownership, management, control and maintenance of an Internet Protocol (IP) Video Head End, and make available certain other shared services, equipment, appliances and appurtenances for the joint benefit of the parties.
- Each party agrees to construct at its own expense a fiber link to agreed upon Meet Points.
- CFU will provide the Head End Technicians and Network Engineers required to operate the IP Video Head End.
- In September of each year, commencing September 2018, all parties to this Agreement shall each designate a representative who shall meet at CFU headquarter to review and adjust the allocation of costs and updated technologies applicable under this Agreement
- Agreement shall be effective April 1, 2018 - August 1, 2025

Simple motion is in order.

Fiscal Impact

Attachments

Amended 28E Agreement

**AMENDED AND RESTATED AGREEMENT UNDER IOWA CODE
CHAPTER 28E BETWEEN WAVERLY COMMUNICATIONS UTILITY,
THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF
CEDAR FALLS, THE COMMUNICATIONS UTILITY OF BELLEVUE,
IOWA AND THE INDIANOLA MUNICIPAL UTILITIES PROVIDING FOR
JOINT OWNERSHIP AND USE OF CERTAIN FACILITIES AND RELATED
MATTERS**

BE IT REMEMBERED that for the mutual promises, covenants and considerations herein contained and pursuant to Iowa Code Chapter 28E, Waverly Communications Utility ("Waverly"), The Municipal Communications Utility of the City of Cedar Falls, Iowa ("CFU"), the Communications Utility of Bellevue, Iowa ("CUB"), and the Indianola Municipal Utilities ("IMU"), all municipal utilities in good standing, organized, operating and existing under Iowa Code Chapter 388, have entered into the following agreement, to wit:

1. The purpose of this Agreement is to provide for the joint ownership, management, control and maintenance of an Internet Protocol (IP) Video Head End, and make available certain other shared services, equipment, appliances and appurtenances for the joint benefit of the parties. This agreement does not include programming contracts.

2. CFU has installed in its headquarters building located in Cedar Falls, Iowa at 1 Utility Parkway an IP Video Head End, including from time to time, needed software, licensing and hardware. The parties' joint ownership under this Agreement is as tenants in common with a separate individual ownership in each party.

3. It is understood CFU has utilized and incorporated some prior existing video infrastructure equipment, dishes, receivers and other apparatus into the IP Video Head End described in paragraph 2 hereof.

4. In order to facilitate and provide for services under this Agreement, each party agrees to construct at its own expense a fiber link to agreed upon Meet Points. Upon request, CFU will provide technical assistance regarding equipment selection and configuration of the fiber links. The fiber links thus constructed will be lit, managed and monitored by CFU Network Engineers under paragraphs 5 and 8 hereof. Maintenance and repair of each party's fiber will be performed by the respective party.

5. CFU will provide the Head End Technicians and Network Engineers required to operate the IP Video Head End. The Head End Technicians and Network Engineers will be employees of CFU and shall not have any separate rights or standing under this Agreement. Each

party to this Agreement shall be invoiced monthly by CFU for their proportionate share of the salary and benefits of one Head End Technician, and two Network Engineers. All parties will pay the invoice within 30 days of receipt. The percentage of payment may be provided upon Schedule A attached hereto and shall be subject to modification under paragraph 9. Both percentage and number of employees for which CFU shall be reimbursed are subject to yearly adjustment under paragraph 9 hereof.

6. In the event any party or parties to this Agreement take programming or otherwise utilize the IP Video Head End in a manner different from any other party or parties, that non-joint program or utilization will be paid for entirely by the party or parties receiving the separate programming or making the separate utilization. If non-joint program or utilization requires space at CFU head end or property, CFU reserves the right to approve or disapprove said accommodation and additional fees may apply.

7. It is agreed that capital and other financial arrangements and undertaking, shall, except as specifically provided herein, be memorialized by separate agreement of the parties.

8. CFU will administer this Agreement and the operation and maintenance of the IP Video Head End including all existing video infrastructure equipment identified in paragraph 3. CFU will be solely responsible for all decisions regarding maintenance and operation. The cost of all needed replacement or repair parts, including software and software updates, improvements or contracted outside labor fees, will be divided in the same manner as capital contributions as may be provided by separate agreement as provided by paragraph 7 hereof or as subsequently adjusted under paragraph 9 of this Agreement, and paid by Waverly or any new or additional party or parties to CFU upon presentation of an invoice reflecting the proper percentage division of actual cost only, within 30 days. This cost sharing arrangement will be applicable only to the extent the maintenance and operation expenses are necessary for the benefit of all parties to this Agreement.

9. In September of each year, commencing September 2018, all parties to this Agreement shall each designate a representative who shall meet at CFU headquarters to review and adjust the allocation of costs and updated technologies applicable under this Agreement. Cost allocations as adjusted will be effective January 1, 2019 and each January 1 after each said meeting thereafter. The reallocation of capital costs incurred after January 1, 2019, and salaries and benefits under paragraph 5, and repair and maintenance costs under paragraph 8 hereof or as provided by paragraph 7 hereof will be established as the percentage of properties passed by CFU, Waverly, CUB and IMU, and any additional or new party or parties of the prior June as defined in Schedule A. Estimates on Schedule A are informational and not limitations; the distribution formulas in Schedule A are binding on the parties. Schedule A may be amended as a part of the process described in this paragraph.

If by ten days after the initial meeting in any September the parties are unable to agree on reallocations under this paragraph, then they shall mediate all outstanding disputes. Mediation shall commence upon the written notice of any member to all other members. If after notice the parties cannot agree upon a mediator, they shall each select a mediator and the mediators shall mutually select one more person to also act as mediator. If sixty days after appointment of a mediator or mediators the parties have not resolved their dispute or dispute then the parties shall select an arbitrator under Iowa Code chapter 679A, if they are unable to agree on an arbitrator within 30 days, then any party may petition the district court for appointment of an arbitrator. The arbitrator will make a decision within 90 days of selection or appointment. The parties shall accept or reject the decision of the arbitration within ten days of receipt. If the parties accept (or fail to reject) the arbitrator's decision within the time allowed, the decision shall be final and binding upon all parties on all matters in dispute. If any party rejects the arbitrator's decision, then one hundred eighty days thereafter this Agreement shall terminate as provided in paragraph 15.

10. Services under this Agreement may be extended to include but not limited to utilization of billing systems, help desk services and wholesale internet services. Descriptions of such services shall be by addendum to this Agreement.

11. Additional parties may join under this Agreement by adopting its terms with the consent of the governing body of all other members. New members will make an initial contribution to capital based on the percentage of properties passed in the new members' service area compared to the total number of properties passed in the Cedar Falls and Waverly Service areas as defined in Schedule A.

New or additional parties may be required to construct at their own expense a fiber link to CFU's designated meet point and provide equipment, appliances or appurtenances necessary to light the fiber link. Any fiber link thus constructed will be lit, managed and monitored by CFU Network Engineers under paragraphs 5 and 8 hereof. Maintenance and repair of each party's fiber will be performed by the respective party.

All additional contributions of capital from new members shall be distributed to Waverly until Waverly percentage of ownership is reduced the appropriate percentage as defined in paragraph 9, after Waverly ownership of capital, including Waverly's initial investment specified in the agreement provided by paragraph 7 hereof, is so reduced, all subsequent contributions from additional or new members shall be distributed to the then members as their interests appear.

12. Additional parties may become customers of the shared IP Video Headend. Revenue from these additional parties will be shared among the current members based on their percentage of contributions.

13. No separate legal or administrative entity is created by this Agreement.

14. Parties hereto shall not engage in joint financing, but shall each be separately responsible for financing their costs and expenses under this Agreement.

15. This Agreement shall be effective on April 1, 2018 and continue in effect until August 1, 2025, and thereafter shall continue for periods of five years unless any party provides the others with notice of its intent to terminate, at least 1 year prior to the next termination date, in which event this Agreement shall terminate on the next expiration date.

If upon any termination date there are more than two parties to this Agreement and not all parties give notice of termination any party giving notice of termination will be given, within 180 days of termination, their then share of the depreciated net value of their share of the joint assets shall be as last determined under paragraph 9.

Upon final termination of this Agreement, all joint assets shall be liquidated and the proceeds from such liquidation shall be distributed to the then parties to this Agreement based upon their percentage of ownership as it appears on the date of termination as last determined under paragraph 9. CFU shall have the right of first refusal to retain all joint assets in its physical possession upon payment of the proceeds to the other parties in accordance with their percentage of ownership. Should final termination of the agreement occur within the first 10 years, each party shall be compensated for their proportionate share of the existing video infrastructure equipment, dishes, receivers and other apparatus for which a party paid an initial fee.

In the event that any member utility, or the assets of any member utility are sold, leased or otherwise transferred, or any member is dissolved or discontinued, the member being sold, leased, otherwise transferred, dissolved or discontinued shall forfeit its share of the net value of any assets as last determined under paragraph 9 above. As to such member this Agreement terminates upon the date of such member being sold, leased or otherwise transferred, dissolved or discontinued.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

**MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF
CEDAR FALLS, IOWA**

MaraBeth K. Soneson, Board Chair

ATTEST:

Pamela L. Taylor, Board Secretary

Date

WAVERLY COMMUNICATIONS UTILITY

Jere Vyverberg, Board Chair

ATTEST:

Angie Schroeder, Secretary to the Board

Date

**COMMUNICATIONS UTILITY OF
BELLEVUE, IOWA**

Loras Herrig, City Administrator

ATTEST:

Abbey Skrivseth, City Clerk

Date

INDIANOLA MUNICIPAL UTILITIES

Adam Voigts, Board Chair

ATTEST:

Diana Bowlin, City Clerk

Date

SCHEDULE A
Fee Structure and Payments

Item	Fee Structure		Estimated Fees	Year	Notes
1. IP Video Headend Capital Equipment					
Includes hardware, licensing, & software					
A. IPTV Multicast	CFU	56.99%	\$610,000.00 estimated initial costs *	2018+	Paid initially at completion of 28E Agreement.
	WU	15.63%			
	CUB	4.83%			
	IMU	22.55%			
B. Minerva Middleware	CFU	59.89%	\$147,000.00 estimated initial costs *	2018+	Paid initially at completion of 28E Agreement.
	WU	16.42%			
	CUB	0.00%			
	IMU	23.69%			
C. Network DVR	CFU	59.89%	\$293,000.00 estimated initial costs *	2018+	Paid initially at completion of 28E Agreement.
	WU	16.42%			
	CUB	0.00%			
	IMU	23.69%			
2. IP Video Headend Support expenses					
Annual support, maintenance, labor, & licensing contracts					
A. IPTV Multicast	CFU	56.99%	\$47,000 estimated annual cost *	2018+	Billed annually when invoices are paid for the support costs
	WU	15.63%			
	CUB	4.83%			
	IMU	22.55%			
B. Minerva Middleware	CFU	59.89%	\$36,000 estimated annual cost *	2018+	Billed annually when invoices are paid for the support costs
	WU	16.42%			
	CUB	0.00%			
	IMU	23.69%			
C. Network DVR	CFU	59.89%	\$58,000 estimated annual cost *	2018+	Billed annually when invoices are paid for the support costs
	WU	16.42%			
	CUB	0.00%			
	IMU	23.69%			
3. IP Video Headend Operational Labor					
One headend technician and 2 network engineers					
A. IPTV Multicast	CFU	56.99%	\$27,000 estimated monthly to be billed by CFU to owners	2018+	Billed monthly for labor to operate the IPTV headend
	WU	15.63%			
	CUB	4.83%			
	IMU	22.55%			
4. Use of existing CFU Owned Video Infrastructure					
Dishes, receivers, etc.					
A. IPTV Multicast	CFU	56.99%	\$616,740.09 estimated initial fees *	2018+	Existing CFU owned video infrastructure
	WU	15.63%			
	CUB	4.83%			
	IMU	22.55%			
5. Use of existing CFU TRIAD hardware from ETI					
Servers and support costs					
Specifically for WU and CFU	CFU	78.48%	\$11,560 paid by WU for share of server WU pays their % share of hardware costs	2018+	WU purchased their own Triad software, this cost is just for the servers that Triad is using at CFU
	WU	21.52%			

SCHEDULE A (continued)
Fee Structure and Payments

*Estimated fees and costs listed will be split between owners based on fee structure.

The fee structure is based on properties passed allocation for owners electing those services listed in the schedule

<u>Owners</u>		<u>Properties Passed</u>
Cedar Falls Utilities	= CFU	17,703
Waverly Utilities	= WU	4,854
Communications Utility of Bellevue	= CUB	1,500
Indianola Municipal Utilities	= IMU	7,004

Ongoing operation, replacement, maintenance or licensing fees which are not directly allocable to certain parties, but which are associated with the shared IP Video Headend operation, will be allocated among all parties based on each entities % of the combined properties passed.

Properties passed is defined as the number of total electric meters served by each entity's electric operations, within their respective Service Territory. The properties passed allocation will be calculated and adjusted for the next calendar year as described in paragraph 9 of this agreement.

There may be certain fees or licenses paid to 3rd parties that are based directly on subscriber counts. Fees/licenses based directly on subscriber counts will be allocated to the parties based on the subscriber counts.

CFU will invoice all owners for the intial, annual and monthly fees.

Meeting Date: 03/12/2018

Information

Subject

Consider approval of the 28E Agreement between IMU, Cedar Falls Utilities, Waverly Communications Utilities the Communications Utility of Bellevue Utilities regarding financial arrangements

Information

In your packet is the 28E agreement between IMU, City of Cedar Falls, Waverly Communications Utility and the Communications Utility of Bellevue, Iowa.

Highlights of the agreement include:

- IMU will make a payment for IP Video headend equipment, Minerva and Network DVR of \$242,157.22, which will be reimbursed to existing parties as follows: \$229,236.26 to Waverly Utilities and \$12,920.96 to Bellevue.
- IMU will make a payment for existing CFU owned video infrastructure of \$139,069.82 which will be reimbursed to existing parties as follows: \$38,947.09 to Cedar Falls Utilities, \$85,225.54 to Waverly Utilities and \$14,897.19 to Bellevue
- Each party is responsible for paying for their own share of the Network DVR storage and any advertising equipment based on storage requirements for each utility

Simple motion is in order.

Fiscal Impact

Attachments

28E Agreement

**AGREEMENT BETWEEN THE MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF CEDAR FALLS, WAVERLY
COMMUNICATIONS UTILITY, THE COMMUNICATIONS UTILITY OF
BELLEVUE, IOWA, AND THE INDIANOLA MUNICIPAL UTILITIES
REGARDING FINANCIAL ARRANGEMENTS**

1. This Agreement is made and entered into pursuant to the: AMENDED AND RESTATED AGREEMENT UNDER IOWA CODE CHAPTER 28E BETWEEN WAVERLY COMMUNICATIONS UTILITY, THE MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, THE COMMUNICATIONS UTILITY OF BELLEVUE, IOWA, AND THE INDIANOLA MUNICIPAL UTILITIES PROVIDING FOR JOINT OWNERSHIP AND USE OF CERTAIN FACILITIES AND RELATED MATTERS (“28E Agreement”) and is to be interpreted and construed in accord with said agreement.

2. This Agreement is subject and continues prior agreements of the parties, including the following:

A. Waverly and the Municipal Communications Utility of Cedar Falls (“CFU”) agree that insurance (including responsibility for deductibles) of assets and facilities are a shared expense allocated in accord with investment in assets and shall be subject to annual readjustment under paragraph 9 of the 28E Agreement. These and other expense allocations are addressed within this Agreement and specifically in Schedule A of the 28E Agreement.

B. It is further remembered that Waverly made a one-time payment for the right to use the existing video infrastructure on or before December 1, 2015 in the amount of \$140,000 to CFU. Pursuant to paragraph 11 of the Original 28E Agreement, executed in August of 2015 between Waverly and CFU, and the Amended and Restated 28E Agreement mentioned in paragraph 1 above, additional one-time payments by any new members shall be distributed to Waverly until its one-time payment of \$140,000, as well as any additional capital contributions, is reduced to the appropriate percentage as defined in paragraph 9 of the Original 28E Agreement and the Amended and Restated 28E Agreement mentioned in paragraph 1 above. Thereafter, all subsequent contributions from additional or new members shall be distributed to the then members as their interests appear.

C. Except as specifically modified by this Agreement or the Amended and Restated 28E Agreement mentioned in paragraph 1 the understanding set forth in this paragraph remain valid.

3. Bellevue paid CFU \$8,986.86, the actual cost of specific equipment needed for CFU to provide additional channels to Bellevue which CFU does not currently carry.

4. Starting April 1, 2018, Bellevue will make all payments based on the Amended and Restated 28E Agreement, this Agreement and specifically in Schedule A of the 28E Agreement.

5. The payments from Bellevue shall be used in part to reimburse Waverly a share of Bellevue's initial capital investment in the amount of \$42,434.16 and for its contribution of existing equipment in the amount of \$44,680.85 for a total of \$87,115.01 which is subject to interest at a rate of 4.3% per annum until said amount is fully paid.

6. Indianola will make a payment for IP Video headend equipment, Minerva and Network DVR of \$242,157.22, which will be reimbursed to existing parties as follows: \$229,236.26 to Waverly Utilities and \$12,920.96 to Bellevue. A portion of the payment to Bellevue will be applied towards the amount being repaid to Waverly in paragraph 5 above, Waverly will receive \$11,041.41 as final payment for initial capital.

7. Indianola will make a payment for existing CFU owned video infrastructure of \$139,069.82, which will be reimbursed to existing parties as follows: \$38,947.09 to Cedar Falls Utilities, \$85,225.54 to Waverly Utilities and \$14,897.19 to Bellevue. A portion of the payment to Bellevue will be applied towards the amount being repaid to Waverly in paragraph 5 above, Waverly will receive \$11,626.00 as final payment from Bellevue for existing equipment.

8. Each party is responsible for paying for their own share of the Network DVR storage and any advertising equipment based on storage requirements for each utility. This is required for utilities to input their own commercials into programming on the stored video programs accessed by the Network DVR. It will be sized according to each parties needs and billed separately as a direct cost to each utility.

**MUNICIPAL COMMUNICATIONS
UTILITY OF THE CITY OF
CEDAR FALLS, IOWA**

MaraBeth K. Soneson, Board Chair

ATTEST:

Pamela L. Taylor, Board Secretary

Date

WAVERLY COMMUNICATIONS UTILITY

Jere Vyverberg, Board Chair

ATTEST:

Angie Schroeder, Secretary to the Board

Date

**COMMUNICATIONS UTILITY OF
BELLEVUE, IOWA**

Loras Herrig, City Administrator

ATTEST:

Abbey Skrivseth, City Clerk

Date

INDIANOLA MUNICIPAL UTILITIES

Adam Voigts, Board Chair

ATTEST:

Diana Bowlin, City Clerk

Date

Meeting Date: 03/12/2018

Information

Subject

Consider purchase of A10 3040s Carrier Grade NAT Devices from Datalink for \$62,831.86 plus tax

Information

Telecommunications Superintendent Kurt Ripperger is recommending the purchase of two A10 3040s Carrier Grade NAT Devices from Datalink for a total of \$62,831.86 plus tax. This is part of the Core Network and is needed to provide NAT (Network Address Translation) between IPv4 and IPv6 addresses.

This is a budgeted expense in fiscal year 17/18 and part of the Magellan business plan.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/12/2018

Information

Subject

Consider approval of Cisco equipment purchase

Information

Staff is recommending Core Networking Equipment (CISCO Catalyst 3650 Switch) be purchased from CDW-G in an amount of \$10,276.88 plus tax.

Fuse Technic Networking Consultant Ben Stineman and Telecommunications Superintendent Kurt Ripperger have spent the past eight weeks designing the core networking system. This is networking gear that will reside in the telecommunications hut and provides the backbone of the fiber network routing.

This is a budgeted expense in the fiscal year 17/18 budget.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/12/2018

Information**Subject**

Consider approval of splicing trailer and related equipment purchases

Information

Telecommunications Superintendent Kurt Ripperger is recommending the purchase of a splicing trailer from inTech Trailers and splicing and testing equipment from Power & Tel.

The Telecommunications Utility will need a splicing trailer, splicer and testing equipment to install, repair and test fiber optic cable. The recommendation is to purchase the following:

1. Splicing Trailer	inTech Trailers	\$24,468.75
2. EXFO OTDR	Power & Tel	\$17,120.00
3. Fujikura 70s Fusion Splicer	Power & Tel	\$10,507.40
Total		\$52,096.15

This is a budgeted expense in the fiscal year 17/18 budget. The Magellan Business Plan estimated \$75,000 in cost, \$70,000 was budgeted for 17/18 and the total cost will be \$52,096.15. A savings of approximately 30%.

Simple motion is in order.

Fiscal Impact**Attachments**

No file(s) attached.

IMU Regular Downstairs

10.F.

Meeting Date: 03/12/2018

Information

Subject

2018 Telecommunications Utility Renovation of Existing Line Shop

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/12/2018

Information

Subject

Resolution ordering construction of certain public improvements (2018 Telecommunication Utility Renovation of Existing Line Shop) and fixing a date for hearing (April 9, 2018) and taking of bids (April 4, 2018)

Information

In your packet is the resolution setting April 4, 2018 for taking of bids and April 9, 2018 fixing a date for hearing regarding the 2018 Telecommunications Utility Renovation of Existing Line Shop.

This part of the project includes: Renovation of existing Line Shop Building located at 110 South B Street in Indianola, Iowa. The existing building is a pre-engineered metal building, built in 1990 and is approximately 7,100 SF. The project consists of demolition of existing 1,300 SF office area with second floor and the construction of new 2,150 SF office area with second floor and renovations throughout the existing building.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-____
RESOLUTION ORDERING CONSTRUCTION OF
CERTAIN PUBLIC IMPROVEMENTS AND
FIXING A DATE FOR HEARING AND TAKING OF BIDS

WHEREAS, the Board of Trustees deems it advisable and necessary to make certain public improvements for the Indianola Municipal Utilities described in general as:

2018 Telecommunications Utility Renovation of Existing Line Shop for Indianola Municipal Utilities, Indianola, Iowa

and has caused to be prepared plans, specifications and form of contract together with an estimate of costs which are now on file in the office of the City Clerk and open to the public and the plans, specifications and form of contract are deemed suitable for the public improvements, and

WHEREAS, the plans, specifications and form of contract and estimate of cost may be adopted in a contract for the making of the public improvements, and it is necessary pursuant to Chapter 384, Code of Iowa, as amended, to hold a public hearing and to advertise for bids,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES:

Section 1. That the Board of Trustees determines that it is necessary and advisable to make certain public improvements described as:

2018 Telecommunications Utility Renovation of Existing Line Shop for Indianola Municipal Utilities, Indianola, Iowa.

This work package shall consist of: Renovation of existing Line Shop Building located at 110 South B Street in Indianola, Iowa. The existing building is a pre-engineered metal building, built in 1990 and is approximately 7,100 SF. The project consists of demolition of existing 1,300 SF office area with second floor and the construction of new 2,150 SF office area with second floor and renovations throughout the existing building.

and has caused to be prepared plans, specifications and form of contract together with an estimate of costs which are now on file in the office of the Clerk for public inspection. The plans, specifications and form of contract are deemed suitable for the public improvements. The cost of the public improvements is to be paid out of the reserves and revenue of the Indianola Municipal Utilities and by such other means as may be legally permissible.

Section 2. The amount of the bid security to accompany each bid for the supplying of the public materials, supplies and equipment shall be in the amount of 5 percent of the bid price consisting of a check drawn on and certified by an Iowa bank or a bank chartered under the laws of the United States, a cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond authorized and executed by a corporation authorized to contract as a surety in the State of Iowa pursuant to the provisions of Section 384.98 of the Code of Iowa.

Section 3. A public hearing on the plans, specifications, form of contract and estimated costs of the public improvements will be held in the City Council Chambers in the Indianola Municipal Building, 110 North 1st Street, Indianola, Iowa, at 5:30 p.m. on April 9, 2018, at which time and place the Board of Trustees will consider the adoption of the plans, specifications, form of contract and estimate of costs and will consider any objections offered for the construction of the contemplated public improvements.

Section 4. Sealed proposals will be received by the Board of Trustees at the Municipal Building, Indianola, Iowa, until 2:00 p.m. on April 4, 2018. Diana Bowlin, City Clerk, is hereby authorized and

directed at 2:00 p.m. on that date to open and tabulate the results of all sealed bids received. The bids will be acted upon by the Board of Trustees at its regular meeting to be held in the council chambers of the Indianola Municipal Building, Indianola, Iowa, at 5:30 p.m. on April 9, 2018, or at such later time and place as may then be fixed.

Section 5. BE IT FURTHER RESOLVED, that the City Clerk of the Indianola Municipal Utilities is hereby directed to post a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the Indianola Municipal Utilities or a statewide association that represents the Indianola Municipal Utilities. Posting shall be not less than thirteen clear days nor more than forty-five days prior to April 4, 2018, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

Section 6. BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in the "Indianola Record Herald and Tribune", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 5:30 P.M. on April 9, 2018.

PASSED AND APPROVED this 12th day of March, 2018.

ADAM VOIGTS, CHAIR

ATTEST:

DIANA BOWLIN, CITY CLERK

IMU Regular Downstairs

12.A.

Meeting Date: 03/12/2018

Information

Subject

Discuss building inspection report for 210 W. 2nd Avenue and authorize Tom Gaffigan, General Manager, to sign the Property Inspection Addendum

Information

General Manager Tom Gaffigan will present the building inspection report for 210 W. 2nd Avenue. The Board will need to authorize the General Manager to sign the Property Inspection Addendum (packet).

Simple motion is in order.

Fiscal Impact

Attachments

Property Inspection Addendum



Property Inspection Addendum



MLS ID #: 556076

Pursuant to the Purchase Agreement dated March 22, 2018 by and between
City of Indianola Buyers and
Doering Properties, LLC Sellers,
on property locally known as 210 W 2nd Ave, Indianola.

The property described above has been inspected by a person or persons appointed by the Buyer in accordance with the provisions of paragraph 7.B.1 of the Purchase Agreement (Check One):

[X] The Buyers are satisfied with their inspection, and request that the processing of the transaction proceed. This statement in no way affects any improvements to the property that may be required by the Buyer's lender.

[] The Buyers are requesting the following deficiencies be remedied by the Seller:

Buyer City of Indianola Date Buyer Date

The Sellers agree to take the following steps to correct the deficiencies, if any:

Buyer City of Indianola Date Seller Doering Properties, LLC Date

Buyer Date Seller Date

A final walk through has been completed to the satisfaction of the Buyers.

Buyer City of Indianola Date Buyer Date

IMU Regular Downstairs
Meeting Date: 03/12/2018

12.B.

Information

Subject

Discuss MISO Reporting

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

12.C.

Meeting Date: 03/12/2018

Information

Subject

Discuss website upgrade

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

12.D.

Meeting Date: 03/12/2018

Information

Subject

Discuss joint quarterly meetings between the IMU Board of Trustees and the City Council

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

13.A.

Meeting Date: 03/12/2018

Information

Subject

Possible 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 388.9(1) Code of Iowa

Information

Roll call to go into closed session would be in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

13.B.

Meeting Date: 03/12/2018

Information

Subject

After the closed session, the IMU Board of Trustees may take action on any matter discussed in closed session

Information

Fiscal Impact

Attachments

No file(s) attached.
