



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

January 8, 2024

5:30 PM

IMU Boardroom

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 meetings
 - C. November 2023 Financial Report
- 5. Electric Utility Action Items**
 - A. Resolution Setting Public Hearing and Letting: Downtown Underground Conversion Project; South Alley Premise Wiring Modification
- 6. Electric Utility Informational Items**
- 7. Water Utility Informational Items**
- 8. Communications Utility Action Items**
 - A. Approve bid of \$10,800.00 for Phase 1 remodel of Fiber shop
- 9. Communications Utility Informational Items**
- 10. Combined Electric, Water and Communications Action Items**
 - A. Nomination and selection of board chair and vice chair positions
 - B. Discussion and direction regarding the Fiscal Year 2025 Operations and Management Budget
 - C. Review and approve the amended and restated Generator Interconnection Agreement with SE Municipal Solar, LLC
- 11. Combined Electric, Water and Communications Informational Items**
- 12. Other Business**
 - A. 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.

13. Adjourn

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: January 8, 2024
Subject: Approval of Claims

Recommendation:

Attachments:

1. 122723 AP Check Preview
2. 010924 AP Check Preview

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, December 20, 2023
12:47:29 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
Account To Be Paid From 0000-10120-999										
Avesis Third Party Administrators Inc - VEND-1108										
	12/31/2023	1223 Vision	Net 30	443.09	0.00	15.00	443.09	443.09	3038623	BL-12478
							443.09	443.09		
Border States Industries Inc - VEND-1070										
	1/7/2024	600 Amp Switches	Net 30	2,125.02	0.00	15.00	2,125.02	2,125.02	927512042	BL-12480
	1/11/2024	Meter Testing	Net 30	250.00	0.00	15.00	250.00	250.00	927527108	BL-12481
							2,375.02	2,375.02		
Cedar Falls Utilities - VEND-1045										
	1/4/2024	Nov23 Transport & Transit	Net 30	7,941.67	0.00	15.00	7,941.67	7,941.67	Nov23	BL-12453
							7,941.67	7,941.67		
Central Power Washing - VEND-1141 - BL-12494										
	12/19/2023	Credit Refund	Net 30	17.50	0.00	0.00	17.50	17.50	00047989-2	BL-12494
							17.50	17.50		
Cintas Corporation - VEND-1007										
	12/31/2023	First Aid Supplies	Net 30	73.76	0.00	15.00	73.76	73.76	8406552249	BL-12482
	1/12/2024	First Aid Supplies - Util Svcs	Net 30	50.81	0.00	15.00	50.81	50.81	5188302684	BL-12454
							124.57	124.57		
City Of Indianola - VEND-1008 - BL-12472										
	1/11/2024	Square Streetscape Project - Pay App 26	Net 30	42,260.75	0.00	15.00	42,260.75	42,260.75	3195	BL-12472
							42,260.75	42,260.75		
CORE & MAIN - VEND-102636										
	12/8/2023	Lab Supplies	Open Terms	1,058.99	0.00	0.00	1,058.99	1,058.99	INV0004420	BL-12449
							1,058.99	1,058.99		
Dust Pros Janitorial - VEND-1011										
	12/15/2023	1123 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2899	BL-12456
	1/14/2024	1223 Cleaning - Util Svcs	Net 30	749.00	0.00	15.00	749.00	749.00	2923	BL-12457
	1/14/2024	1223 Cleaning - Fiber	Net 30	856.00	0.00	15.00	856.00	856.00	2921	BL-12458
	1/14/2024	Cleaning Supplies - Fiber	Net 30	117.70	0.00	15.00	117.70	117.70	2922	BL-12459
	1/14/2024	1223 Cleaning - EL	Net 30	856.00	0.00	15.00	856.00	856.00	2919	BL-12483
	1/14/2024	Cleaning Supplies - EL	Net 30	124.39	0.00	15.00	124.39	124.39	2920	BL-12484
							3,452.09	3,452.09		

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ECHO Group, Inc - VEND-1061										
	1/13/2024	Green Tracer Wire	Net 30	444.70	0.00	15.00	444.70	444.70	S010395423.001	BL-12485
							444.70	444.70		
GRAYBAR - VEND-19900										
	12/2/2023	Building Lights - Parts	Open Terms	416.65	0.00	0.00	416.65	416.65	9335022850	BL-12486
							416.65	416.65		
Hearst Television Inc - VEND-1131										
	1/12/2024	1123 KCCI	Net 30	6,528.51	0.00	15.00	6,528.51	6,528.51	544672	BL-12460
							6,528.51	6,528.51		
ImOn Communications LLC - VEND-1072										
	12/30/2023	Regulatory and Billing	Net 30	7,375.07	0.00	15.00	7,375.07	7,375.07	INV0033794	BL-12461
							7,375.07	7,375.07		
Independent Advocate - VEND-1136										
	1/12/2024	BOT Meeting/Publication 11.27.23/BOT Meet :	Net 30	194.82	0.00	15.00	194.82	194.82	4392	BL-12499
							194.82	194.82		
Indianola Chamber Of Commerce - VEND-1073										
	1/7/2024	Brand Builder Membership 2024	Net 30	750.00	0.00	15.00	750.00	750.00	6818	BL-12450
							750.00	750.00		
INDIANOLA PARKS AND RECREATION - VEND-24730										
	12/9/2023	Full Page Ad - Indianola Magazine - Winter 20	Open Terms	750.00	0.00	0.00	750.00	750.00	Winter 2024	BL-12455
							750.00	750.00		
Internal Revenue Service - VEND-1307										
	1/7/2024	941 Income Tax Payable - 120823 Payroll	Net 30	32,860.84	0.00	15.00	32,860.84	32,860.84	120823 Payroll	BL-12451
							32,860.84	32,860.84		
IOWA AUDITOR OF STATE - VEND-90749										
	12/12/2023	FY23 Audit Filing Fee	Open Terms	850.00	0.00	0.00	850.00	850.00	2024 Audit Fee	BL-12452
							850.00	850.00		
Iowa Department Of Human Services - VEND-1310										
	1/7/2024	Garnishment Payable - 120823	Net 30	723.23	0.00	15.00	723.23	723.23	120823 Payroll	BL-12462
							723.23	723.23		

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Iowa Department Of Revenue - VEND-1117										
	1/7/2024	IA Income Tax Payable - 120823 Payroll	Net 30	5,279.02	0.00	15.00	<u>5,279.02</u>	<u>5,279.02</u>	120823 Payroll	BL-12463
							5,279.02	5,279.02		
Iowa Utilities Board - VEND-1016										
	12/1/2023	IUB/OCA FY23 Assessment - EL	Net 30	4,622.00	0.00	15.00	<u>4,622.00</u>	<u>4,622.00</u>	60118	BL-12464
							4,622.00	4,622.00		
ISolved - VEND-1363										
	1/7/2024	FSA Payable 120823 Payroll	Net 30	61.16	0.00	15.00	<u>61.16</u>	<u>61.16</u>	120823 Payroll	BL-12465
							61.16	61.16		
JV TRUCKING LLC - VEND-102429										
	12/12/2023	3/8' Pea Gravel - Hillcrest Project	Open Terms	770.44	0.00	0.00	<u>770.44</u>	<u>770.44</u>	6687	BL-12487
							770.44	770.44		
KNIA/KRLS - VEND-1090										
	12/26/2023	1123 Web-Medium Rectangle Ad	Net 30	108.96	0.00	15.00	<u>108.96</u>	<u>108.96</u>	23110570	BL-12501
							108.96	108.96		
Mid American Energy Co - VEND-1018										
	1/11/2024	Electric - W Side Substation	Net 30	10.00	0.00	15.00	<u>10.00</u>	<u>10.00</u>	547394842	BL-12488
							10.00	10.00		
Midwest Alarm Services - VEND-1116										
	1/7/2024	2024 Fire Alarm Monitoring - Bldg A	Net 30	519.77	0.00	15.00	<u>519.77</u>	<u>519.77</u>	437177	BL-12489
							519.77	519.77		
Mission Square - VEND-1303										
	1/7/2024	457 Payable - 120823 Payroll	Net 30	6,106.92	0.00	15.00	<u>6,106.92</u>	<u>6,106.92</u>	120823 Payroll	BL-12466
							6,106.92	6,106.92		
MUNICIPAL ENERGY AGENCY OF NEBRASKA - VEND-35805										
	12/30/2023	Purchased Power - Nov 23	Net 30	683,164.01	0.00	15.00	<u>683,164.01</u>	<u>683,164.01</u>	304885	BL-12473
							683,164.01	683,164.01		
Mutual Of Omaha - VEND-1107										
	10/31/2023	1023 Premiums	Net 30	5,541.89	0.00	15.00	5,541.89	5,541.89	1589002815	BL-12491
	12/1/2023	1123 Premiums	Net 30	5,683.28	0.00	15.00	5,683.28	5,683.28	1618407988	BL-12492

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							11,225.17	11,225.17		
Nolasoft Development - VEND-1021										
1/16/2024	Quarterly Website Hosting - 011724-041624	Net 30	120.00	0.00	15.00	120.00	120.00	9519	BL-12500	
							120.00	120.00		
PIERCE BROTHERS REPAIR - VEND-42410										
11/28/2023	Bollard Materials	Open Terms	34.24	0.00	0.00	34.24	34.24	Nov 23	BL-12493	
							34.24	34.24		
Quality Pest Control - VEND-1087										
1/7/2024	Pest Control	Net 30	77.00	0.00	15.00	77.00	77.00	71830	BL-12467	
							77.00	77.00		
STATE HYGIENIC LABORATORY - VEND-23245										
12/1/2023	Testing	Open Terms	217.50	0.00	0.00	217.50	217.50	269038	BL-12468	
							217.50	217.50		
Sterling Infosystems, Inc - VEND-1405										
12/30/2023	Pre-Employment Check	Net 30	34.50	0.00	15.00	34.50	34.50	9625344	BL-12505	
							34.50	34.50		
Teklink - VEND-1262										
1/16/2024	Bore & Drop	Net 30	4,615.00	0.00	15.00	4,615.00	4,615.00	WE 12/3/23	BL-12502	
1/16/2024	Bore & Drop	Net 30	3,662.00	0.00	15.00	3,662.00	3,662.00	WE 12/10/23	BL-12503	
1/16/2024	Bore & Drop	Net 30	495.00	0.00	15.00	495.00	495.00	WE 12/17/23	BL-12504	
							8,772.00	8,772.00		
Terry-Durin Co - VEND-1038										
1/3/2024	Pull line - Pull Tape - Pulling Lube	Net 30	658.70	0.00	15.00	658.70	658.70	149598-00	BL-12495	
							658.70	658.70		
VAN WALL EQUIPMENT - VEND-102213										
12/2/2023	Compact Track Loader	Open Terms	48,979.25	0.00	0.00	48,979.25	48,979.25	6089851	BL-12506	
							48,979.25	48,979.25		
Warren County Engineer - VEND-1102										
1/5/2024	1123 Fuel Distribution	Net 30	2,888.44	0.00	15.00	2,888.44	2,888.44	Nov 23	BL-12469	
							2,888.44	2,888.44		
Waste Management - VEND-1086										

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	1/4/2024	4 Yd Dumpster & Recycle - Fiber	Net 30	222.34	0.00	15.00	222.34	222.34	7054820-0516-6	BL-12470
	1/4/2024	2 Yd Dumpster - WA	Net 30	155.91	0.00	15.00	155.91	155.91	7054817-0516-2	BL-12471
							378.25	378.25		
WESCO - VEND-60220										
	12/13/2023	Ratchet Cutter Parts	Open Terms	30.87	0.00	0.00	30.87	30.87	879518	BL-12497
	12/13/2023	Connectors	Open Terms	371.08	0.00	0.00	371.08	371.08	879519	BL-12498
	12/14/2023	FR Clothing	Open Terms	242.57	0.00	0.00	242.57	242.57	880926	BL-12496
							644.52	644.52		
Check Count: 39				Totals:			\$883,239.35	\$883,239.35		

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Account To Be Paid From 0000-10120-999									
ACCO UNLIMITED CORP. - VEND-2810									
12/22/2023	ACCO Liquid Chlorinating Solution	Open Terms	2,493.69	0.00	0.00	2,493.69	2,493.69	0237982-IN	BL-12537
12/23/2023	ACCO Liquid Chlorinating Solution	Open Terms	1,451.41	0.00	0.00	1,451.41	1,451.41	0237993-IN	BL-12538
						3,945.10	3,945.10		
BRAND, JUSTIN - VEND-100310									
1/2/2024	0124 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Jan 2024	BL-12596
						75.00	75.00		
Calix Inc - VEND-1028									
1/12/2024	ONT - GP1100X GIGAPOINT	Net 30	1,726.16	0.00	15.00	1,726.16	1,726.16	346563	BL-12540
1/13/2024	ROUTER - GS4220E	Net 30	17,143.61	0.00	15.00	17,143.61	17,143.61	346715	BL-12539
						18,869.77	18,869.77		
Cedar Falls Utilities - VEND-1045									
1/27/2024	Shared IPTV Costs Jun-Dec 2023	Net 30	48,048.62	0.00	15.00	48,048.62	48,048.62	93307	BL-12541
2/1/2024	1223 Labor & Rack Space 28E Agreement (IP	Net 30	5,045.40	0.00	15.00	5,045.40	5,045.40	93325	BL-12543
						53,094.02	53,094.02		
Cintas Corporation - VEND-1007									
1/21/2024	First Aid Supplies	Net 30	104.82	0.00	15.00	104.82	104.82	5189983990	BL-12544
						104.82	104.82		
Consortia Consulting - VEND-1009									
1/25/2024	1123 Consulting	Net 30	1,125.00	0.00	15.00	1,125.00	1,125.00	25562	BL-12545
						1,125.00	1,125.00		
DES PLANQUES, CHRIS - VEND-101766									
1/2/2024	0124 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Jan 2024	BL-12594
						75.00	75.00		
Doug Pagel - VEND-1283									
1/31/2024	0124 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12595
						75.00	75.00		
Doug Shull - VEND-1105									
1/31/2024	0124 Treasurer Contract	Net 30	83.34	0.00	15.00	83.34	83.34	Jan 2024	BL-12586

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							83.34	83.34		
Dylan Michelsen - VEND-1180										
1/31/2024	0124	Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12590
							75.00	75.00		
Elisha Brown - VEND-1209										
1/31/2024	0124	Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12593
							75.00	75.00		
GRAYMONT WESTERN LIME INC - VEND-101387										
12/20/2023		High Calcium Quicklime	Open Terms	5,814.52	0.00	0.00	5,814.52	5,814.52	14-188981 RI	BL-12546
							5,814.52	5,814.52		
Independent Advocate - VEND-1136										
1/19/2024		BOT Meeting/Publication 12.11.23	Net 30	246.07	0.00	15.00	246.07	246.07	4419	BL-12512
1/26/2024		Print & Digital Ad Dec 23	Net 30	500.00	0.00	15.00	500.00	500.00	4440	BL-12547
							746.07	746.07		
Infomax Office Systems Inc - VEND-1013										
1/12/2024	1223	Copier Contract	Net 30	742.43	0.00	15.00	742.43	742.43	35500441	BL-12513
							742.43	742.43		
Internal Revenue Service - VEND-1307										
1/21/2024	941	Income Tax Payable - 122223 Payroll	Net 30	28,475.43	0.00	15.00	28,475.43	28,475.43	122223 Payroll	BL-12514
							28,475.43	28,475.43		
Iowa Department Of Human Services - VEND-1310										
1/21/2024		Garnishment Payable - 122223 Payroll	Net 30	723.23	0.00	15.00	723.23	723.23	122223 Payroll	BL-12515
							723.23	723.23		
Iowa Department Of Revenue - VEND-1117										
1/21/2024	IA	Income Tax Payable - 122223 Payroll	Net 30	4,397.43	0.00	15.00	4,397.43	4,397.43	122223 Payroll	BL-12516
							4,397.43	4,397.43		
Iowa One Call - VEND-1015										
1/21/2024	1123	Locates - WA	Net 30	266.40	0.00	15.00	266.40	266.40	257645	BL-12548
1/21/2024	1123	Locates - Fiber	Net 30	155.70	0.00	15.00	155.70	155.70	257644	BL-12549
1/21/2024	1123	Locates - EL	Net 30	259.20	0.00	15.00	259.20	259.20	257072	BL-12550
							681.30	681.30		

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IPERS - VEND-1309										
	1/21/2024	1223 IPERS Payable	Net 30	36,297.09	0.00	15.00	36,297.09	36,297.09	1223 IPERS Payable	BL-12517
							36,297.09	36,297.09		
Irby - VEND-1259										
	12/31/2023	Riser Arrestor	Net 30	471.87	0.00	15.00	471.87	471.87	S013794814.002	BL-12553
	1/12/2024	Elbow Arrestor	Net 30	1,733.40	0.00	15.00	1,733.40	1,733.40	S013844696.001	BL-12556
	1/13/2024	200 Amp Cutouts	Net 30	654.84	0.00	15.00	654.84	654.84	S013844417.002	BL-12554
	1/13/2024	Connector Splices	Net 30	315.86	0.00	15.00	315.86	315.86	S013844417.004	BL-12555
	1/13/2024	Automatic Splice 477 MCM	Net 30	938.93	0.00	15.00	938.93	938.93	S013844417.005	BL-12551
	1/14/2024	100 Amp Cutouts	Net 30	616.32	0.00	15.00	616.32	616.32	S013844417.001	BL-12552
							4,731.22	4,731.22		
ISolved - VEND-1363										
	1/21/2024	FSA Payable - 122223 Payroll	Net 30	61.16	0.00	15.00	61.16	61.16	122223 Payroll	BL-12518
	1/31/2024	Dec 23 Fee Funding	Net 30	5.10	0.00	15.00	5.10	5.10	W31437	BL-12557
							66.26	66.26		
KEYSTONE LABORATORIES INC - VEND-29056										
	12/27/2023	Raw Water Testing	Open Terms	277.50	0.00	0.00	277.50	277.50	NT2318389	BL-12565
							277.50	277.50		
Kimball Construction - VEND-1146										
	1/20/2024	Install Innerduct - Kennedy St	Net 30	9,890.00	0.00	15.00	9,890.00	9,890.00	12/21/23	BL-12559
	1/27/2024	Excavating and Set new Handhole	Net 30	400.00	0.00	15.00	400.00	400.00	12/28/2023	BL-12558
							10,290.00	10,290.00		
KNIA/KRLS - VEND-1090										
	1/30/2024	1223 :30 Spot Hometown Valves	Net 30	864.00	0.00	15.00	864.00	864.00	23120600	BL-12560
	1/30/2024	1223 Web - Medium Rectangle Ad	Net 30	54.48	0.00	15.00	54.48	54.48	23120602	BL-12561
	1/30/2024	1223 Sports Stream Spot	Net 30	75.90	0.00	15.00	75.90	75.90	23120601	BL-12562
							994.38	994.38		
Kurt Gocken - VEND-1023										
	1/31/2024	0124 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12587
							75.00	75.00		
Kurt Ripperger - VEND-1025										
	1/31/2024	0124 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12588

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							75.00	75.00		
LINDE INC - VEND-6415										
12/22/2023	Carbon Dioxide	Open Terms	3,371.65	0.00	0.00	3,371.65	3,371.65	39439568	BL-12563	
							3,371.65	3,371.65		
LONGER, CHRIS - VEND-34025										
1/2/2024	0124 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Jan 2024	BL-12591	
							75.00	75.00		
METCALF, MIKE - VEND-34230										
1/2/2024	0124 Mobile Device Allowance	Open Terms	75.00	0.00	0.00	75.00	75.00	Jan 2024	BL-12592	
							75.00	75.00		
Mid American Energy Co - VEND-1018										
1/17/2024	Gas - 909 E Hillcrest Ave, Generator	Net 30	12.72	0.00	15.00	12.72	12.72	547639667	BL-12566	
1/17/2024	Gas - 1300 E Iowa Ave Bldg B	Net 30	15.93	0.00	15.00	15.93	15.93	547619014	BL-12569	
1/17/2024	Gas - 110 S B St	Net 30	226.02	0.00	15.00	226.02	226.02	547643364	BL-12570	
1/17/2024	Gas - 210 W 2nd Ave	Net 30	57.04	0.00	15.00	57.04	57.04	547663180	BL-12519	
1/19/2024	Gas - 111 S Buxton St, Generation Plant	Net 30	518.76	0.00	15.00	518.76	518.76	547743986	BL-12567	
1/19/2024	Gas - 1300 E Iowa Ave Bldg A	Net 30	130.91	0.00	15.00	130.91	130.91	547734501	BL-12568	
							961.38	961.38		
Mission Square - VEND-1303										
1/21/2024	457 Payable - 122223 Payroll	Net 30	6,088.49	0.00	15.00	6,088.49	6,088.49	122223 Payable	BL-12520	
							6,088.49	6,088.49		
MSC - VEND-1250										
1/17/2024	Duct Tape	Net 30	64.53	0.00	15.00	64.53	64.53	27485348	BL-12564	
							64.53	64.53		
MUNICIPAL SUPPLY INC - VEND-35810										
12/20/2023	Valve Extensions and Pipe Fittings	Open Terms	1,849.50	0.00	0.00	1,849.50	1,849.50	0895133-IN	BL-12571	
							1,849.50	1,849.50		
National Cable Television Cooperative, Inc. - VEND-1095										
1/27/2024	1223 Cable Programming	Net 30	55,970.22	0.00	15.00	55,970.22	55,970.22	23120612	BL-12572	
							55,970.22	55,970.22		
RESCO - VEND-47234										

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, January 3, 2024
3:00:03 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
	12/15/2023	DE Shoes	Open Terms	480.00	0.00	0.00	480.00	480.00	3015779	BL-12573
							480.00	480.00		
SD MYERS LLC - VEND-49682										
	12/13/2023	Substation Oil Sample/Testing	Open Terms	3,018.00	0.00	0.00	3,018.00	3,018.00	INV46513	BL-12574
							3,018.00	3,018.00		
SKARSHAUG TESTING LABORATORY INC - VEND-50410										
	12/14/2023	Annual PPE Testing	Open Terms	2,028.27	0.00	0.00	2,028.27	2,028.27	273634	BL-12575
							2,028.27	2,028.27		
Skye McBroom - VEND-1026										
	1/31/2024	0124 Mobile Device Allowance	Net 30	75.00	0.00	15.00	75.00	75.00	Jan 2024	BL-12589
							75.00	75.00		
T & R ELEC SUPPLY CO - VEND-52010										
	12/13/2023	3-Phase Transformers	Open Terms	26,704.53	0.00	0.00	26,704.53	26,704.53	175666	BL-12576
							26,704.53	26,704.53		
Teklink - VEND-1262										
	1/31/2024	Bore & Drop	Net 30	1,205.00	0.00	15.00	1,205.00	1,205.00	WE 12/24/23	BL-12577
							1,205.00	1,205.00		
TRM DISPOSAL LLC - VEND-101016										
	12/25/2023	1223 Trash	Open Terms	49.00	0.00	0.00	49.00	49.00	29912	BL-12521
							49.00	49.00		
Unite Private Networks - VEND-1054										
	1/31/2024	Dark Fiber	Net 30	3,585.87	0.00	15.00	3,585.87	3,585.87	SI-24-003077	BL-12578
							3,585.87	3,585.87		
VAN WERT INC - VEND-101069										
	12/19/2023	(45) 1" neptune water meters, (160)5/8" neptur	Open Terms	69,695.85	0.00	0.00	69,695.85	69,695.85	81428	BL-12580
							69,695.85	69,695.85		
VISION METERING LLC - VEND-103244										
	12/2/2023	Electric Meters 4S and 9S	Open Terms	1,785.00	0.00	0.00	1,785.00	1,785.00	222072	BL-12581
							1,785.00	1,785.00		
WESCO - VEND-60220										

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Wednesday, January 3, 2024
3:00:03 PM

Vendor	Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Pavment	Invoice Number	Bill Number
	12/21/2023	Cable Cleaner	Open Terms	140.47	0.00	0.00	140.47	140.47	888282	BL-12582
							140.47	140.47		
Wiegert Disposal Inc - VEND-1081										
	1/31/2024	1223 Dumpster Service - 2-4 Yd	Net 30	110.00	0.00	15.00	110.00	110.00	Dec2023	BL-12585
							110.00	110.00		
			Check Count: 46			Totals:	\$349,316.67	\$349,316.67		

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Monica Thompson, Board Secretary
Date: January 8, 2024
Subject: Approval of Minutes of the prior meetings

Recommendation:

Attachments: 1. Dec 11 Minutes

IMU BOARD OF TRUSTEES OF THE ELECTRIC, WATER
AND COMMUNICATIONS UTILITIES December 11, 2023
5:30 PM

IMU Customer Service Center 210 W 2nd
Ave., Indianola, Iowa Minutes

The Indianola Municipal Utilities Board of Trustees met in regular session at 5:30 PM on December 11, 2023, in the IMU Boardroom. Chairperson Lori Smith called the meeting to order and on roll call the following members were present: Dom Selgrade, Deb White, Lori Smith, Adam Voigts. Absent: Mike Rozga.

There were no public comments offered.

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

Resolution 2023-052 approving payment #5 for Turbine 8 Control Replacement project.

Approval of Claims

Approval of Minutes of the prior meetings—Oct 9, Nov 27, Dec 4

October Financial Report

Electric Superintendent Mike Metcalf shared that the Turbine 7 repairs are continuing, and that the West Iowa Substation repairs are on hold awaiting part delivery. Work on the Downtown Streetscape Project and Hillcrest continues with the good weather. IMU, the City, and Snyder & Associates met to discuss the South K Street Project. It was agreed upon by everyone that IMU would not convert the overhead to underground at this time. It will be completed as part of the original schedule which is in 5 to 10-years. IMU will adjust two poles on South K Street that are in conflict with the project.

Water Superintendent Justin Brand shared that the Water Department is taking advantage of the good weather and checking water mains, clearing trees, and they are working on meter swaps for meters that are 20 years and older.

Communications Utility Action Items

Voigts motioned to approve, and Selgrade seconded Resolution 2023-053 approving a 28 E Agreement with Cedar Falls In discussion, Telecommunications Supervisor Kurt Ripperger explained the need and advantages of the 28E Agreement. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

White motioned to approve, and Selgrade seconded Resolution 2023-054 approving a 3-year contract with Calix for Operations Cloud Services. In discussion, Kurt Ripperger explained that the Network Operations tool would monitor system health and operations and reduce the need for multiple programs and would result in cost savings. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Voigts motioned to approve, and White seconded Resolution 2023-055 approving a 3-year contract with Calix for Service Cloud Support. In discussion Kurt Ripperger noted that the price for the service would be unchanged. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Telecommunications Supervisor Kurt Ripperger shared that the Pella Route is now connected and working well, that the NOFA 7 North splice will be completed this week and that work continues on NOFA 7 South. Resumes have been received for the open Fiber Tech position, and he feels confident they will find a suitable candidate.

Combined Electric, Water and Communications Action Items

Public hearing regarding an amendment to the Fiscal Year 24 budget. There was no public in attendance and There were no public comments offered.

White motioned to approve, and Selgrade seconded Resolution 2023-056 approving an amendment to the Fiscal Year 24 budget. In discussion Des Planques detailed the amendment and the reason for the update. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

General Manager Chris DesPlanques opened the discussion of Fiscal Year 2025 Budget. Department heads Mile Metcalf, Justin Brand and Kurt Ripperger outlined their proposed 5 year budgets.

White motioned to approve, and Selgrade seconded the Resolution 2023-057 approving an Electric Service Plan. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Selgrade motioned to approve, and Voigts seconded Resolution 2023-058 approving a Water Service Plan. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Voigts motioned to approve, and White seconded Resolution 2023-059 approving a Communications Service Plan. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

Des Planques shared Combined Electric, Water and Communications Informational Items

Including that he would be attending more MEAN meetings, including budget discussions and MEAN adding Hydroelectric Power to their portfolio.

Chairperson Lori Smith requested, and White moved and Selgrade seconded to enter into closed session at 6:35 pm 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. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

White moved and Voigts seconded to exit the closed session at 6:39. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Chairperson Lori Smith requested, and White moved and Voigts seconded to enter into closed session at 6:45 pm in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

White moved and Selgrade seconded to exit the closed session at 7:05. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Chairperson Lori Smith requested, and Voigts moved and Selgrade seconded to enter into closed session at 7:08 pm in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

White moved and Selgrade seconded to exit the closed session at 7:34. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Chairperson Lori Smith requested, and White moved and Selgrade seconded to enter into closed session at 7:35 pm in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

White moved and Selgrade seconded to exit the closed session at 7:40. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Chairperson Lori Smith requested, and Selgrade moved and White seconded to enter into closed session at 7:40 pm in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

White moved and Selgrade seconded to exit the closed session at 7:49. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

Chairperson Lori Smith requested, and White moved and Selgrade seconded to enter into closed

session at 7:50 pm in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None.

Selgrade moved and White seconded to exit the closed session at 8:00. On roll call, the vote was AYES: Selgrade, White, Smith, Voigts. NAYS: None. Whereas the Chairperson declared the motion carried unanimously.

There was no action taken on items discussed in the closed session.

It was moved by White and seconded by Selgrade to adjourn at 8:05. Question was called for and on voice vote the Chairperson declared the motion carried.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From:
Date: January 8, 2024
Subject: November 2023 Financial Report

Recommendation:

Attachments: 1. 1123 Financial Report

Water Utility Financial Summary
November 30, 2023

600 WATER OPERATING FUND

	FY23		
	Budget	YTD Actual	% of Budget
Water Service Sales	2,823,500	1,238,646	43.87%
Other Water Revenue	360,300	124,312	34.50%
Total Revenue:	3,183,800	1,362,959	42.81%
YTD Depreciation			
Water O&M Expense	2,222,404	936,274	
Water O&M Transfers Out	1,000,000	489,167	
Total Expense and Transfers:	3,222,404	1,425,441	44.24%
Beginning Net Position		13,956,134	
Net Surplus (Deficit)		(62,482)	
Ending Net Position		13,893,652	

700 WATER CAPITAL FUND

From Water Operations	1,000,000	489,167	
Total Transfers In:	1,000,000	489,167	48.92%
Water Capital Expense	1,200,000	125,724	
Total Expense:	1,200,000	125,724	10.48%
Beginning Net Position		2,470,342	
Net Surplus (Deficit)		363,443	
Ending Net Position		2,833,784	

780 WATER IMPROVE FUND

Beginning Net Position	75,000
Net Surplus (Deficit)	0
Ending Net Position	75,000

WATER CASH ON HAND	O&M	\$	457,173
(110 days or greater)	Capital	\$	3,002,382
	Debt Service	\$	75,000
361 days		\$	3,534,555

	FY24		
	Budget	YTD Actual	% of Budget
	3,165,800	1,289,131	40.72%
	380,800	199,414	52.37%
	3,546,600	1,488,545	41.97%
		254,307	
	2,279,878	906,194	
	1,190,000	495,833	
	3,469,878	1,402,027	40.41%
		14,444,384	
		(167,789)	
		14,276,595	

	Gallons Billed FY23-24	Gallons Billed FY22-23
July	36,713,420	31,583,030
August	33,852,270	37,092,320
September	35,871,910	43,870,320
October	39,773,580	36,165,050
November	31,508,750	30,973,650
December	32,279,650	29,089,970
January		
February		
March		
April		
May		
June		
YTD TOTAL	209,999,580	208,774,340
	0.6%	

	Inventory on Hand FY23-24	Inventory on Ha FY22-23
July	\$ 131,441	\$ 112,249
August	\$ 124,926	\$ 110,331
September	\$ 118,941	\$ 104,559
October	\$ 207,261	\$ 108,675
November	\$ 208,497	\$ 109,309
December	\$ 297,258	\$ 108,859
January		
February		
March		
April		
May		
June		
YTD AVG	\$ 181,387	\$ 108,997
	66.4%	

IMU Admin/US Financial Summary
November 30, 2023

620 ADMIN & UTILITY SERVICES

FY23		
Budget	YTD Actual	% of Budget
Admin/US Revenue	1,406,867	559,934 39.80%
Total Revenue:	1,406,867	559,934 39.80%
YTD Depreciation		
Admin/US O&M Expense	1,406,867	589,093
Total Expense:	1,406,867	589,093 41.87%
Beginning Net Position		35,687
Net Surplus (Deficit)		(29,159)
Ending Net Position		6,528

855

LIABILITY INS FUND

Beginning Net Position		9,099
Net Surplus (Deficit)		0
Ending Net Position		9,099

FY24		
Budget	YTD Actual	% of Budget
	14,747	
	1,329,354	534,646
	1,329,354	534,646 40.22%
	203,175	
	17,677	
	220,852	

US/ADMIN CASH ON HAND O&M \$ 481,378

Electric Utility Financial Summary
November 30, 2023

630 ELECTRIC OPERATING FUND

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Electric Service Sales	16,189,977	8,135,683	50.25%	16,420,384	8,113,831	49.41%
Other Electric Revenue	1,657,700	628,219	37.90%	1,609,900	623,061	38.70%
Total Revenue:	17,847,677	8,763,902	49.10%	18,030,284	8,736,892	48.46%
YTD Depreciation					682,282	
Electric O&M Expense	15,287,869	6,085,556		15,409,076	6,043,912	
Electric O&M Transfer Out	1,171,153	480,708		3,653,672	1,522,363	
Total Expense and Transfers:	16,459,022	6,566,263	39.89%	19,062,748	7,566,275	39.69%
Beginning Net Position		33,191,504			35,046,761	
Net Surplus (Deficit)		2,197,639			488,335	
Ending Net Position		35,389,143			35,535,097	

730

ELECTRIC CAPITAL FUND

Electric Capital Revenue	1,397,300	662,947		1,396,700	499,579	
From Electric Operations	0	0		2,500,000	1,041,667	
Total Revenue and Transfers In:	1,397,300	662,947	47.44%	3,896,700	1,541,246	39.55%
Electric Capital Expense	2,477,500	337,485		2,716,300	245,323	
Total Expense:	2,477,500	337,485	13.62%	2,716,300	245,323	9.03%
Beginning Net Position		6,564,867			8,062,135	
Net Surplus (Deficit)		325,462			1,295,922	
Ending Net Position		6,890,329			9,358,058	

793

ELECTRIC DEBT SERVICE

From Electric Operations	1,171,153	480,708		1,153,672	480,697	
Total Transfers In:	1,171,153	480,708	41.05%	1,153,672	480,697	41.67%
Electric Debt Service	1,171,153	176,961		1,153,672	157,408	
Total Expense:	1,171,153	176,961	15.11%	1,153,672	157,408	13.64%
Beginning Net Position		1,368,750			1,368,865	
Net Surplus (Deficit)		303,746			323,288	
Ending Net Position		1,672,496			1,692,154	

ELECTRIC CASH ON HAND
(110 days or greater)

O&M	\$	9,628,962
Capital	\$	7,217,993
Debt Service	\$	1,692,154
	\$	18,539,108

351 days

Kwhs Billed
FY23-24

Kwhs Billed
FY22-23

July	10,450,789	10,128,099
August	11,547,802	12,799,785
September	12,959,519	14,217,561
October	12,753,605	11,654,976
November	9,208,467	8,657,190
December	9,085,696	8,926,910
January		
February		
March		
April		
May		
June		
YTD TOTAL	66,005,878	66,384,521
	-0.6%	

Inventory on Hand
FY23-24

Inventory on Hand
FY22-23

July	\$	1,276,213	\$	1,165,007
August	\$	1,337,147	\$	1,208,115
September	\$	1,396,439	\$	1,251,752
October	\$	1,422,195	\$	1,211,972
November	\$	1,462,286	\$	1,164,591
December	\$	1,527,687	\$	1,170,525
January				
February				
March				
April				
May				
June				
YTD AVG	\$	1,403,661	\$	1,195,327
		17.4%		

Fiber Utility Financial Summary
November 30, 2023

640 FIBER OPERATING FUND

	FY23			FY24		
	Budget	YTD Actual	% of Budget	Budget	YTD Actual	% of Budget
Fiber Service Sales	4,310,000	1,814,840	42.11%	4,722,200	1,996,889	42.29%
Other Fiber Revenue	953,950	186,481	19.55%	653,050	193,001	29.55%
Total Revenue:	5,263,950	2,001,321	38.02%	5,375,250	2,189,890	40.74%
YTD Depreciation				151,682		
Fiber O&M Expense	3,435,424	1,554,511		3,313,142	1,472,346	
Fiber O&M Transfer Out	1,906,879	486,751		2,058,913	857,880	
Total Expense and Transfers:	5,342,303	2,041,262	38.21%	5,372,055	2,330,227	43.38%
Beginning Net Position		(4,908,922)			(3,464,668)	
Net Surplus (Deficit)		(39,941)			(292,019)	
Ending Net Position		(4,948,864)			(3,756,687)	

740

FIBER CAPITAL FUND

Fiber Capital Revenue	0	824		0	8,890	
From Fiber Operations	801,000	241,000		932,500	388,542	
Total Revenue and Transfers In:	801,000	241,824	30.19%	932,500	397,431	42.62%
YTD Depreciation				130,341		
Fiber Capital Expense	2,318,000	352,844		1,192,500	1,078,324	
Total Expense:	2,318,000	352,844	15.22%	1,192,500	1,078,324	90.43%
Beginning Net Position		1,566,044			938,067	
Net Surplus (Deficit)		(111,020)			(811,234)	
Ending Net Position		1,455,024			126,834	

FIBER DEBT SERVICE

From Fiber Operations	1,105,879	245,751		1,126,413	469,339	
Total Transfers In:	1,105,879	245,751	22.22%	1,126,413	469,339	41.67%
Fiber Debt Service	1,105,879	0		1,126,413	176,936	
Total Expense:	1,105,879	0	0.00%	1,126,413	176,936	15.71%
Beginning Net Position		0			0	
Net Surplus (Deficit)		245,751			292,403	
Ending Net Position		245,751			292,403	
*Fund 640 Ending Fund Balance		(4,703,113)			(3,464,284)	
*Fund 740 Ending Fund Balance		1,455,024			126,834	
		(3,248,089)			(3,337,450)	

FIBER CASH ON HAND	O&M	\$	(526,475)
(110 days or greater)	Capital	\$	924,466
	Debt Service	\$	292,403
45 days		\$	690,394

The Fiber Utility fund has a deficit fund balance of (\$3,337,450).
The deficit fund balance is the result of start-up costs incurred to initiate the utility service.
The deficit will be eliminated in future periods through net customer charges.

Subscriptions FY23-24	Subscriptions FY22-23	
July	3,872	3,513
August	3,908	3,560
September	3,930	3,581
October	3,963	3,624
November	3,975	3,648
December	3,987	3,668
January		
February		
March		
April		
May		
June		
YTD TOTAL	23,635	21,594
	9.5%	

Inventory on Hand FY23-24	Inventory on Hand FY22-23	
July \$	1,858,586	\$ 1,523,440
August \$	1,878,531	\$ 1,596,300
September \$	1,859,378	\$ 1,624,706
October \$	1,843,233	\$ 1,693,450
November \$	1,842,936	\$ 1,706,328
December \$	1,853,822	\$ 1,742,135
January		
February		
March		
April		
May		
June		
YTD AVG \$	1,856,081	\$ 1,647,727
	12.6%	

November 2023

You should expect to see YTD revenue and expenses to be 5/12 (or 42%) of Budget.

Health Insurance Fund Balance on November 30, 2023 is \$3,136,204

Water and Electric service revenue may fall ahead or behind budget due to seasonal fluctuations.

We are reporting each departments net position, which is cash and all other assets (such as billing receivables and capital assets) less accumulated depreciation and liabilities.

Cash on Hand - 110 days or more of cash on hand based on the recommended 90-120 days to maintain our bond rating (A-).

This report is on a modified cash basis, with monthly (non-cash) depreciation included beginning FY24.

Water Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

US/Admin Notes: The 620 fund is intended to be a zero balance fund and doesn't have any significant stand alone obligations. Any balance or deficit here is timing related or is city services collected from the current month to be transferred in the following month.

Electric Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.

Fiber Notes: Capital expenses may fall ahead or behind budget due to timing of project completion and payments.
Capital expenses are above expected due to Pella project expenses budgeted in FY23 but rolled into FY24.

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Monica Thompson, Board Secretary
Date: January 8, 2024
Subject: Resolution Setting Public Hearing and Letting: Downtown Underground Conversion Project; South Alley Premise Wiring Modification

Recommendation:

Attachments:

1. Res 2024 Public Hearing and Letting Setting Public Hearing and Letting Downtown Underground Conversion Project ; South Alley Premise Wiring Modificat
2. 00200 Instructions to Bidders 2024-01-04
3. 00050 Public Bidding Notice 2024-01-04

RESOLUTION SETTING PUBLIC HEARING AND LETTING FOR FOR DOWNTOWN UNDERGROUND CONVERSION PROJECT, SOUTH ALLEY PREMISE WIRING MODIFICATION

Whereas, the Electric Department has requested; and

Whereas, the Board of Trustees deems it advisable and necessary to work on the Southside Square Electric Project("Project"); and

Whereas, the Board of Trustees has caused to be prepared plans, specifications and form of contract together with an estimate of costs; 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 INDIANOLA MUNICIPAL UTILITIES BOARD OF TRUSTEES

Section 1: That this Board will meet on February 12, 2024 at 5:30 p.m. in the IMU Customer Service Center, Indianola, Iowa, at which time they will hold a public hearing on the plans and specifications for the aforementioned project. At the hearing, any interested person may appear and file objections to the proposed plans, specifications, form of contract, or estimated cost of the project.

Section 2: That this Board will meet on February 12, 2024, at 5:30 p.m., in IMU Customer Service Center, Indianola, Iowa, and subsequent to the public hearing on said documents, it will consider all bids filed pursuant to the plans, specifications, form of contract, and cost for the aforementioned project.

Section 3: That the amount of the bid security to accompany each bid shall be in an amount which shall conform to the provisions of the notice to bidders as part of said specifications.

Section 4: Sealed proposals will be received at Indianola Municipal Utilities Customer Service Building, at 210 West 2nd Avenue, Indianola, Iowa until 2:00 p.m. on January 30, 2024. The bids will be acted upon by the Board of Trustees at its regular meeting to be held in the IMU Customer Service Center, Indianola, Iowa at 5:30 p.m. on February 12, 2024, or at such later time and place as may then be fixed.

Section 5: That the Notice to Bidders shall be posted in a relevant contractor plan room service with statewide circulation, in a relevant construction lead generating service with statewide circulation, and on the City of Indianola's website, which shall be in accordance with the State Code of Iowa. Posting shall be not less than thirteen clear days nor more than forty-five days prior to January 30, 2023, which is hereby fixed as the date for receiving bids.

Section 6: That the Board Secretary 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 February 12, 2023.

Passed and approved this 8th Day of January, 2024.

Lori Smith, Chairperson

Monica Thompson, Board Secretary

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders. The Issuing Office for this project will be P & E Engineering Co., 500 SW 7th St., Suite 100, Des Moines, IA 50303.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents in printed or electronic (digital) format (compact disk, USB, or direct transmittal) from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. Bidding Documents will be made available as Electronic Documents in the following manner.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) Version 1.4. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and

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reproductions prepared from those versions are identical in every manner to the paper copies.

- B. The Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
 - 1. Electronic Documents that are available in native file format include:
 - a. None
 - 2. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
 - 3. The Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
 - 4. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract Documents and any related document in native file format.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within five (5) days of Owner's request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder's state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.

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- 3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at 1:30 PM on January 16, 2024 at the Indianola Municipal Utility office building at 210 W Second Ave. in Indianola, Iowa. Contractors may attend in person or by a remote video link. Log-in information will be provided to all registered plan holders. Representatives of Owner and Engineer will be available to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, private property, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.

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2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
 3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- 5.03 *Other Site-related Documents*
- A. No other Site-related documents are available.
- 5.04 *Site Visit and Testing by Bidders*
- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. A Site visit will be scheduled following the pre-bid conference.
- C. Bidders visiting the Site are required to arrange their own transportation to the Site.
- D. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner contact. Bidder must conduct the required Site visit during normal working hours.
- Mr. Mike Metcalf
Indianola Municipal Utilities
515-962-5305 (office)
- E. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- F. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- G. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established

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by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

- H. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents via email to arpowers@peengr.com and must include "Question related to IMU Project" in the subject line. Confirm the email has been received by calling Al Powers at 515-979-7496.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract

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Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **5** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form prescribed in the NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

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supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for any portion of the Work within five days after Bid opening:
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.

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- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

- 13.01 *Lump Sum plus Unit Price*
 - A. Bidders must submit a Bid on a lump sum basis for each item listed in the lump sum section of the Bid Form.
 - B. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
 - C. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
 - D. The total bid price will be the sum of all lump sum bid items plus the sum of all Bid Unit Prices.

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- E. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form. See Paragraph 12.02 for Bid Documents that are received as Electronic Documents
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, and the name and address of Bidder. This package shall be plainly labeled "BID ENCLOSED." The package must contain two sealed opaque envelopes, one for the Bid and other required documents and one for the Bid Security.
- 14.03 The sealed envelope containing the Bid and all required documents (except for the bid security) must be plainly marked with the notation "BID ENCLOSED".
- 14.04 The sealed envelope containing the bid security must be plainly marked with the notation "BID SECURITY ENCLOSED".
- 14.05 A Bid sent by mail shall be addressed to:
- Indianola Municipal Utilities
Attn: Ms. Chris Longer
210 West 2nd Ave.
Indianola, Iowa 50125
Phone 515-962-5302
- 14.06 A bid sent by delivery service or hand delivered shall be delivered to:
- Indianola Municipal Utilities
Attn: Ms. Chris Longer
210 West 2nd Ave.
Indianola, Iowa 50125
Phone 515-962-5302
- 14.07 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted
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prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder whose bid is considered to be in the best interest of the Owner.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

**INDIANOLA MUNICIPAL UTILITIES
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract
Bidding Requirements
Section 00200 – Instructions to Bidders**

- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and/or electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

- 21.01 Owner is subject to state and local sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

ARTICLE 22—CONTRACTS TO BE ASSIGNED

- 22.01 This Article is not used.

NOTICE OF HEARING AND LETTING
Downtown Underground Conversion Project
South Alley Premise Wiring Modification Contract

Sealed proposals will be received by the Board of Trustees of Indianola Municipal Utilities (IMU), Indianola, Iowa, (Owner) at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa until 2:00 P.M. local time on January 30, 2024 for a project identified as DOWNTOWN UNDERGROUND CONVERSION PROJECT, SOUTH ALLEY PREMISE WIRING MODIFICATION, and as described in detail in the specifications for the project now on file in the office of the City Clerk. Proposals will be opened in public session at that time. Proposals will be acted upon by the Board of Trustees at a meeting to be held at the IMU Customer Service Center, 210 W. 2nd Ave., Indianola, Iowa at 5:30 P.M. local time on February 12, 2024 or at such later time and place as may then be fixed. At that time and place a hearing will be held on the proposed plans, specifications, form of contract and estimate of cost for the improvements, and at the hearing any interested person may appear and file objections to the project or to the cost of the improvements.

The Work includes modifications to existing building premise wiring to accommodate the change from overhead to underground service and the installation of new underground service cables in existing conduits.

Each proposal shall be sealed in an envelope marked "BIDS FOR SOUTH ALLEY PREMISE WIRING MODIFICATION CONTRACT". Each bid must be accompanied in a separate envelope by a bid bond, certified check or cashier's check drawn on a State of Iowa or federally chartered bank, or a certified share draft on a State of Iowa or federally chartered credit union, in an amount not less than five per cent (5%) of the total value of the Proposal, and made payable to the Owner as a security that the bidder will enter into a contract for the Work within ten (10) days after the award of the contract to such bidder.

Bidders shall not be permitted to withdraw their bids for a period of thirty (30) days after they are opened.

Payment will be made to the contractor in an amount of 95% of the completed contract value, upon acceptance of the improvements by IMU. The balance of the amount due the successful bidder will be paid not earlier than 31 days from the final acceptance of the improvements by IMU, subject to the conditions and in accordance with the provisions of Chapter 384 and 573 of the Code of Iowa

Payment to the Contractor for completion of the improvements will be made in cash derived from available cash on hand from revenue and such other sources as may be available to IMU. The City of Indianola shall not incur any general obligation for the Improvements. The contract for the furnishing of the improvements shall not constitute a general obligation of the City of Indianola nor be payable in any manner by taxation.

The successful bidder will be required to furnish a performance bond and a payment bond in an amount equal to 100% of the contract price, the bonds to be issued by a responsible surety approved by IMU, and shall guarantee the faithful performance of the contract and the terms and conditions contained in it, and save harmless IMU from claims and damages of any kind caused by the operations of the Contractor.

If the successful bidder fails to enter into a contract with IMU for the Improvements or furnish bonds as required by law, then the certified check or cashier's check deposited by the Contractor shall be cashed, or the bid bond declared forfeited, and proceeds retained by IMU as agreed liquidated damages.

Work is to commence on or about May 1, 2024, unless an earlier start date is negotiated between the Owner and the successful bidder. Work must be substantially complete by December 1, 2024 with all work completed by December 30, 2024.

Plans and specifications governing the proposed improvements have been prepared by P&E Engineering Co., 500 SW 7th St, Suite 100, Des Moines, Iowa 50303. The plans and specifications, prior proceedings of IMU referring to and defining the improvements and a proposed contract are hereby made a part of this

notice by reference. The proposed contracts shall be executed in accordance with them. Copies of the plans and specifications may be obtained from P & E Engineering Co.

By virtue of statutory authority a preference will be given to products and provisions grown and produced within the State of Iowa and Iowa domestic labor.

IMU reserves the right to reject any or all proposals and to waive informalities. Published upon order of the Board of Trustees Indianola Municipal Utilities, Indianola, Iowa.

JACKIE RAFFETY
City Clerk



MEMORANDUM

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

From:

Date: January 8, 2024

Subject: Approve bid of \$10,800.00 for Phase 1 remodel of Fiber shop

Recommendation:

Attachments: None

MEMORANDUM

To: IMU Board of Trustees of the Electric, Water and Communications Utilities
From: Monica Thompson, Board Secretary
Date: January 8, 2024
Subject: Nomination and selection of board chair and vice chair positions

Recommendation:

Attachments: None

MEMORANDUM

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

From:

Date: January 8, 2024

Subject: Discussion and direction regarding the Fiscal Year 2025 Operations and Management Budget

Recommendation:

Attachments: None

MEMORANDUM

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

From:

Date: January 8, 2024

Subject: Review and approve the amended and restated Generator Interconnection Agreement with SE Municipal Solar, LLC

Recommendation: Staff recommendation is to approve the amended interconnection Agreement.

Attachments: 1. Sandhills - Community Solar - Generator Interconnection Agreement (GIA) (REV 9-7-22) - Indianola IA(2859897.3)

INTERCONNECTION AGREEMENT

BETWEEN

Indianola Municipal Utilities

and

SE Municipal Iowa, LLC

Effective Date: _____

Contract Term: _____

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INTERCONNECTION AGREEMENT

THIS INTERCONNECTION AGREEMENT ("Agreement") is entered into by and between SE MUNICIPAL IOWA, LLC, a Nebraska limited liability company ("Seller") and INDIANOLA MUNICIPAL UTILITIES, a municipal electric utility established and governed under Iowa law ("Interconnection Provider"), each individually a "Party" and collectively the "Parties". This Agreement is effective as of the Effective Date as defined in that certain Solar Power Purchase Agreement entered into by the Parties on the ____ day of _____, 2022.

RECITALS

WHEREAS, Interconnection Provider is an electric utility that owns, controls and operates an electric Distribution System and that is engaged in the retail sale of electric power and energy; and

WHEREAS, Seller intends to own and operate a photovoltaic electric generation facility ("Facility") and desires to interconnect it with Interconnection Provider's Distribution System; and

WHEREAS, Seller and Interconnection Provider intend to enter into a separate Power Purchase Agreement ("PPA") governing the sale and purchase of electric energy produced by the Facility; and

WHEREAS, Seller and Interconnection Provider desire to enter into this Agreement setting forth their rights and obligations with respect to the interconnection of Seller's Facility with Interconnection Provider's Distribution System.

NOW, THEREFORE, in consideration of the recitals and the mutual representations, promises, covenants, and agreements set forth herein, and for other good and valuable consideration, including the PPA, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

- 1.1 Controlling Definitions.** This Agreement and the PPA are intended to govern the subject matter of this Agreement in a coordinated and consistent manner. The terms defined in the PPA shall have the same meaning in this Agreement unless the context otherwise clearly requires or unless the term has been defined differently in this Article for purposes of this Agreement.
- 1.2 Affiliate** shall mean, as to any Party, any Person (other than a natural person or a Tax Investor) that directly, or indirectly through one or more intermediaries, (i) controls, is controlled by, or is under common control with such Party, or (ii) is the beneficial owner of fifty percent (50%) or more of any class of equity securities of, or other ownership interests in, such Party or of which such Party is directly or indirectly the owner of fifty percent (50%) or more of any class of equity securities or other ownership interests.
- 1.3 Agreement** shall mean this Interconnection Agreement, including any exhibits hereto, and any written amendments hereto that may be made from time to time.

- 1.4 **Associated Parties** shall mean, with respect to any Party, any Affiliate of such Party, any officer, director, trustee, fiduciary, employee, agent, representative, contractor or subcontractor of such Party.
- 1.5 Agreement shall mean this Interconnection Agreement, including any exhibits hereto, and any written amendments hereto that may be made from time.
- 1.6 **Breach** shall mean the failure of a Party to perform or fulfill (1) any material provision, obligation, or condition of this Agreement; (2) any material provision, obligation, or condition of the PPA; and (3) any material provision, obligation, or condition of the Lease Agreement. An Event of Default under the PPA or the Lease Agreement shall constitute a Breach of this Agreement.
- 1.7 **Breaching Party** shall mean a Party that is in Breach of this Agreement.
- 1.8 **Business Day** shall mean a day on which the Federal Reserve Member Banks in Iowa are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. local time in Des Moines, Iowa.
- 1.9 **Claim** shall mean an Indemnifiable Cost arising out of an act or omission by a Party that is subject to indemnification by a Party pursuant to Article 10.
- 1.10 **Commercial Operations** shall mean the status of the Facility having been declared to have achieved Substantial Commercial Operation, with proper notice given, pursuant to the PPA.
- 1.11 **Commercial Operations Date** shall mean the Commercial Operations Date as defined and designated pursuant to the PPA.
- 1.12 **Committed Capacity** shall mean the same as defined and specified in Exhibit 1 of the PPA.
- 1.13 **Day** shall mean a calendar day.
- 1.14 **Default** shall mean the failure of a Breaching Party to cure its Breach in accordance with this Agreement.
- 1.15 **Distribution System** shall mean the electric system facilities owned, leased or operated by Interconnection Provider and which are rated at or below a voltage level of ____ volts.
- 1.16 **Emergency Condition** shall mean a condition or situation: (i) that in the judgment of the Party making the claim is imminently likely to endanger life or property; or (ii) that, in the case of Interconnection Provider, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Interconnection Provider Distribution System or the transmission systems of others to which the Interconnection Provider Distribution System is directly connected; or (iii) that, in the case of Seller, is imminently likely (as determined in a non-discriminatory manner) to cause a material adverse effect on the security of, or damage to, the Facility or the Seller Interconnection Facilities.
- 1.17 **Energy** shall mean three-phase, sixty (60) hertz alternating current energy generated at the Facility.

- 1.18 **Facility** shall mean same as Solar Facility, as defined in the PPA, but shall not include the Seller Interconnection Facilities.
- 1.19 **Force Majeure** shall mean the same as defined in Article 8 of the PPA.
- 1.20 **Good Utility Practice** shall mean any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry prior to such time, or any of the practices, methods and acts, which in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired results at the lowest reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be a spectrum of possible practices, methods or acts generally acceptable in the region in light of the circumstances.
- 1.21 **Governmental Authority** shall mean any federal, state, local or other governmental regulatory or administrative agency, court, commission, department, board or other governmental subdivision, legislature, rulemaking board, tribunal or other governmental authority having jurisdiction over the Parties, their respective facilities or the respective services they provide, and exercising or entitled to exercise any administrative, executive, police or taxing authority or power; provided, however, that such term does not include Seller, Interconnection Provider, or any Affiliate thereof.
- 1.22 **Indemnifiable Cost** shall mean any cost, expense, damage, fine, penalty, liability or other loss, including reasonable out-of-pocket legal, accounting, consulting, engineering, investigatory, expert witness and other fees and expenses.
- 1.23 **Interconnection Facilities or Interconnection** shall mean all facilities and equipment required to interconnect the Facility with the Interconnection Provider Distribution System at the Point of Interconnection, including any modification, additions, or upgrades that are necessary to physically and electrically interconnect the Facility to the Interconnection Provider Distribution System. The Interconnection Facilities consist of the Seller Interconnection Facilities and the Interconnection Provider Interconnection Facilities.
- 1.24 **Interconnection Provider** shall mean the Party identified above in the Preamble and shall also be as set forth in Exhibit 1 of the PPA.
- 1.25 **Interconnection Provider Interconnection Facilities** shall mean all Interconnection Facilities other than Seller Interconnection Facilities, including the Interconnection Provider Interconnection Facilities, as identified in Appendix A.
- 1.26 **Interconnection Service** shall mean the service provided by Interconnection Provider associated with interconnecting the Facility to the Interconnection Provider Distribution System and enabling it to receive electric energy and capacity from the Facility at the Point of Interconnection.
- 1.27 **Lease Agreement** shall mean the Lease and Easement Agreement intended to be executed in conjunction with this Agreement and the PPA.
- 1.28 **Loss** shall mean any and all losses relating to injury to or death of any person or damage to property, demand, suits, recoveries, costs and expenses, court costs and all

other obligations by or to third parties, arising out of or resulting from another Party's performance or non-performance of its obligations under this Agreement on behalf of the indemnifying Party, except in cases of gross negligence or intentional wrongdoing by the indemnifying Party.

- 1.29 Metering Equipment** shall mean all metering equipment that is owned by the Interconnection Provider and is installed or will be installed at the Facility and Interconnection Facilities pursuant to this Agreement, including instrument transformers and kWh-meters.
- 1.30 Notice of Dispute** shall have the meaning given in Article 9.
- 1.31 Party or Parties** shall mean Seller and Interconnection Provider, or any combination thereof.
- 1.32 Point of Interconnection** shall mean the transformer and related equipment, as further described in Appendix A to this Agreement, where the Seller Interconnection Facilities connect to the Interconnection Provider Interconnection Facilities. The Point of Interconnection shall also be the Delivery Point of Energy, as those terms are defined and used in the PPA.
- 1.33 PPA** shall mean the separate Power Purchase Agreement intended to be entered into in conjunction with this Agreement and which shall govern and control the sale and purchase of the electric energy produced by the Facility that is interconnected pursuant to this Agreement.
- 1.34 Reasonable Efforts** shall mean, with respect to an action required to be made, attempted or taken by a Party under this Agreement, efforts that are timely and consistent with Good Interconnection Provider Practice and are otherwise substantially equivalent to those a Party would use to protect its own interests.
- 1.35 Seller Interconnection Facilities** shall mean all facilities and equipment, as identified in Appendix A of this Agreement that are located between the Facility and the Point of Interconnection, including any modification, addition or upgrades to such facilities and equipment necessary to physically and electrically interconnect the Generating Facility to the Interconnection Provider Electrical System.
- 1.36 Synchronization** shall mean the coordination of events to operate a system in unison.
- 1.37 System Protection Facilities** shall mean the equipment, including necessary protection and communications equipment, required to protect (1) the Interconnection Provider Distribution System from faults or other electrical disturbances occurring at the Facility and (2) the Facility from faults or other electrical system disturbances occurring on the Interconnection Provider Distribution System or on other delivery systems or other generating systems to which the Interconnection Provider Distribution System is directly connected.
- 1.38 Trial Operation** shall mean the period during which Seller is engaged in on-site test operations and commissioning of the Generating Facility prior to Commercial Operation.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 By the Interconnection Provider The Interconnection Provider hereby makes the following representations and warranties to the Seller as of the Effective Date:

- (a) The Interconnection Provider has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) This Agreement constitutes the legal, valid and binding obligation of the Interconnection Provider, enforceable in accordance with its terms, except as enforceability may be limited by Laws affecting the rights of creditors generally.
- (c) To the knowledge of the Interconnection Provider, there is no pending or threatened action or proceeding affecting the Interconnection Provider before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. There are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending against or being contemplated by the Interconnection Provider or, to its knowledge, threatened against it.
- (d) There are no approvals, Authorizations, consents, or other actions required by any Governmental Authority necessary to authorize the Interconnection Provider's execution and delivery of this Agreement.
- (e) The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Interconnection Provider is a party or any judgment, order, statute, or regulation that is applicable to the Interconnection Provider.

2.2 By the Seller The Seller hereby makes the following representations and warranties to the Interconnection Provider as of the Effective Date:

- (a) The Seller has the legal power and authority to conduct its business and to enter into this Agreement and carry out the transactions contemplated hereby and perform and carry out the transactions contemplated hereby and perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement.
- (b) The execution, delivery and performance by the Seller of this Agreement have been duly authorized by all necessary actions.
- (c) The Agreement constitutes the legal, valid and binding obligation of the Seller, enforceable in accordance with its terms, except as enforceability may be limited to Laws affecting the rights of creditors generally.
- (d) To the knowledge of the Seller, there is no pending or threatened action or proceeding affecting the Seller before any Governmental Authority which purports to affect the legality, validity or enforceability of this Agreement as in effect on the date hereof. There are no bankruptcy, insolvency, reorganization, receivership or other

arrangement proceedings pending against or being contemplated by the Seller or, to Seller's knowledge, threatened against it.

(e) The execution and performance of this Agreement does not conflict with or constitute a breach or default under any contract or agreement of any kind to which the Seller is a party of any judgment, order, statute, or regulation that is applicable to Seller.

(f) There are no approvals, Authorizations, consents, or other actions required by any Governmental Authority necessary to authorize the Seller's execution and delivery of the Agreement.

ARTICLE 3 EFFECTIVE DATE, TERM AND TERMINATION

- 3.1 Effective Date.** This Agreement shall become effective upon execution by the Parties provided the PPA is also executed by the Parties.
- 3.2 Term of Agreement.** This Agreement shall have the same term as set forth in Article III of the PPA and shall continue in effect while the PPA is in full force and effect unless terminated pursuant to the default and termination provisions of this Agreement.
- 3.3 Termination Procedures.**
- 3.3.1 Written Notice.** This Agreement may be terminated by (i) by Interconnection Provider after the Generating Facility permanently ceases Commercial Operation; or (ii) by either Party in the event of a breach, default, or termination of the PPA as provided in the PPA.
- 3.3.2 Default.** Any Party may terminate this Agreement in accordance with the procedures of Article 9.
- 3.4 Termination Costs.** If this Agreement is terminated pursuant to Section 3.3 above, Seller shall pay all costs or expenses of removing any equipment on the site that is no longer required by Interconnection Provider, as of the date of all Parties' receipt of such notice of termination, for construction of the facilities shown in Appendix A. In the event of such termination by Seller, Interconnection Provider and Seller shall use Reasonable Efforts to mitigate the costs, damages and charges arising as a consequence of termination.
- 3.5 Disconnection.** Upon termination of this Agreement, Seller and Interconnection Provider will take all necessary and appropriate steps to physically disconnect the Facility from the Interconnection Provider Distribution System. All costs required to effectuate such disconnection shall be borne by the terminating Party, unless such termination resulted from a non-terminating Party's Default of this Agreement or such non-terminating Party otherwise is responsible for such costs under this Agreement.
- 3.6 Survival.** This Agreement shall continue in effect for one year after termination to the extent necessary (i) to provide for final billings and payments and for costs incurred hereunder or under the PPA, including billings and payments pursuant to this Agreement; (ii) to permit the determination and enforcement of liability and indemnification obligations arising from acts or events that occurred while this Agreement was in effect; and (iii) to permit each Party to have access to the lands

owned or controlled by Seller or Interconnection Provider pursuant to this Agreement or other applicable agreements to disconnect, remove or salvage their own facilities and equipment.

ARTICLE 4 SCOPE OF SERVICE

- 4.1 Scope of Agreement.** This Agreement shall govern the interconnection of Seller's generation Facility to Interconnection Provider's Distribution System, as more particularly described in Appendix A. In the event of any conflict between Appendix A and any other portion of this Agreement, Appendix A shall control.
- 4.2 Provision of Service.** Commencing on the Commercial Operations Date and continuing so long as this Agreement and the PPA remain in effect, Interconnection Provider shall provide Interconnection Service for the Facility at the Point of Interconnection up to the amount of Committed Capacity as set forth in the PPA.
- 4.3 Performance Standards.** Each Party shall perform all of its obligations under this Agreement in accordance with Good Utility Practice, and to the extent a Party is required or prevented or limited in taking any action by such regulations and standards, such Party shall not be deemed to be in Breach of this Agreement or its compliance therewith. Interconnection Provider shall timely cooperate with Seller with respect to all interconnection studies or other documents or agreements necessary for Seller to perform its obligations under this Agreement.

ARTICLE 5 TESTING AND INSPECTION

- 5.1 Pre-Commercial Operations Date Testing and Modifications.** Prior to the Commercial Operations Date, the Parties shall test Interconnection Facilities, and Seller shall also test the Facility to ensure safe and reliable operation. Each Party shall make any modifications to its facilities or equipment that are determined necessary as a result of such testing. Interconnection Provider shall bear the cost of all testing and modifications with respect to its Interconnection Facilities. Seller shall bear the cost of the testing and modifications with respect to the Facility, including the costs of the testing and modifications of the interconnection of the Facility.
- 5.2 Post-Commercial Operations Date Testing and Modifications.** Each Party shall at its own expense perform routine inspection and testing of their facilities and equipment in accordance with Good Utility Practice as may be necessary to ensure the continued interconnection of the Facility with the Interconnection Provider Distribution System in a safe and reliable manner. Each Party shall have the right, upon advance written notice, to require reasonable additional testing of the other Parties' facilities, at the requesting Party's expense, as may be required in accordance with Good Utility Practice.
- 5.3 Right to Observe Testing.** Each Party shall notify the other Parties at least ten (10) working days in advance of its performance of tests of its Interconnection Facilities. The other Party shall have the right, at its own expense, to observe such testing.

ARTICLE 6 METERING

- 6.1 General.** Seller shall install Metering Equipment at the Point of Interconnection pursuant to the applicable provisions of Article 5 of the PPA, including the provisions related to Delivery Metering, Testing, Corrections, and Meter Maintenance. Pursuant to the PPA, those provisions are subject to certain requirements of this Agreement. The Parties agree that, pursuant to this Agreement, Seller shall own, operate, test, and maintain all Metering Equipment according to the standards of Good Utility Practice, including the applicable ANSI standards. All other metering, testing, corrections, and maintenance, including the incurring and allocation of costs, shall be governed and controlled by the applicable provisions of the PPA.
- 6.2 Use of Metering Data.** The metered data may be telemetered to one or more locations designated by Seller or Interconnection Provider at the requesting party's expense. Interconnection Provider shall, to the extent permitted by Iowa Code Chapters 22 and 388, maintain as confidential all metered data, and any other data related to the performance of the Facility, and it shall be a breach of this Agreement for Interconnection Provider to disclose any such data to any third-party without providing notice to Seller and reasonable opportunity for Seller to seek an injunction pursuant to Iowa Code section 22.8. Interconnection Provider shall not be required to seek such an injunction nor to bear any of the costs related to the seeking and obtaining of such an injunction.
- 6.3 Errors or Malfunctions.** Each Party will promptly advise the other Party if it detects or otherwise learns of any metering, telemetry or communications equipment errors or malfunctions that require the attention and/or correction by the other Party. If at any time Metering Equipment is found to be inaccurate or defective, it shall be adjusted, repaired or replaced as provided in the applicable provisions of the PPA.
- 6.4 No Annexation.** Except as otherwise provided in writing, any and all equipment placed on the premises of a Party shall be and remain the property of the Party providing such equipment regardless of the mode and manner of annexation or attachment to real property.

ARTICLE 7 OPERATIONS AND MAINTENANCE

- 7.1 General.** Each Party shall comply with any Good Utility Practice and requirements with respect to operations of its respective facilities. Each Party shall provide to the other Party all information that may reasonably be required by the other Party to comply with any Good Utility Practice.
- 7.2 Seller Obligations.** Seller shall at its own expense operate, maintain and control the Facility and the Seller Interconnection Facilities in a safe and reliable manner and in accordance with this Agreement.

Not in limitation of the foregoing, Seller shall comply with Iowa Administrative Code section 199-15.10(1), ANSI/IEEE Standard 1547-2003, the Iowa Electrical Safety Code (as defined in 199-Chapter 25), and the National Electrical Code, ANSI/NFPA 70-2008, all as may be amended from time-to-time. Interconnection Provider shall not be liable for Seller's failure to comply, and Seller shall bear all costs and defend all actions

brought which may be related to compliance with the foregoing standards and requirements.

- 7.3 Interconnection Provider Obligations.** Interconnection Provider shall cause the Interconnection Provider Electrical System to be operated, maintained and controlled in a safe and reliable manner in accordance with Good Utility Practice.
- 7.4 Synchronization.** Consistent with Interconnection Provider's and Seller's mutually acceptable procedures and applicable standards, Seller is responsible to achieve and continually maintain the proper Synchronization of the Facility to the Interconnection Provider Distribution System.

Prior to the initial Synchronization of the Facility, each Party shall provide such specifications, drawings, and other information pertaining to its Interconnection Facilities to the other Party's to allow the other Party to review the same for purposes of assuring that each Party's facilities are adequate to meet the requirements for the Interconnection and that the facilities will perform in accordance with the terms and provisions of this Agreement. Additionally, in accordance with Article 5, the Parties shall conduct such tests as they deem necessary for their Interconnection Facilities, and each Party shall have the right to observe such tests conducted by the other Parties, for such assurance of adequacy and performance.

7.5 Outages and Interruptions.

- 7.5.1 Outage Authority and Coordination.** A Party may, in accordance with Good Utility Practice, in coordination with the other Party, remove from service any of its respective Interconnection Facilities that may impact the other Party's facilities as necessary to perform maintenance or testing or to install or replace equipment. Absent an Emergency Condition, the Party scheduling a removal of such facilities from service will use Reasonable Efforts to schedule such removal on a date and time mutually acceptable to the Parties. In all circumstances, the Party planning to remove such facilities from service shall use Reasonable Efforts to minimize the effect on the other Party of such removal.
- 7.5.2 Outage Restoration.** If an outage on Seller's or Interconnection Provider's Interconnection Facilities adversely affects the other Party's operations or facilities, the Party that owns or controls the facility that is out of service shall use Reasonable Efforts to promptly restore such facilities to a normal operating condition consistent with the nature of the outage. The Party that owns or controls the facility that is out of service shall provide the other Party, to the extent such information is known, information on the nature of the Emergency Condition, an estimated time of restoration and any corrective actions required. Initial verbal notice shall be followed up in writing as soon as practicable explaining the nature of the outage. Seller's facilities shall not cause excessive voltage flicker nor introduce excessive distortion to the sinusoidal voltage or current waves as defined by any applicable electric industry standard.
- 7.5.3 System Protection Facilities.** Seller shall, in accordance with Good Utility Practice and Appendix A, at its expense, install, operate and maintain System Protection Facilities as a part of the Facility or the Seller Interconnection

Facilities. Interconnection Provider shall install at Seller's expense the System Protection Facilities described in Appendix A.

- 7.6 No Use of Interconnection Facilities by Third Parties.** The Interconnection Facilities shall be constructed for the sole purpose of interconnecting the Facility to the Interconnection Provider Distribution System and shall be used for no other purpose during the term of this Agreement.
- 7.7 Access Rights.** The Parties acknowledge that each party requires access to the premises to maintain their respective facilities and equipment and hereby agree that all issues of access shall be governed and controlled by a separate Lease and Easement Agreement ("Lease Agreement") intended to be executed in conjunction with this Agreement and the PPA.
- 7.8 Coordination.** Interconnection Provider and Seller shall coordinate the planning, scheduling and performance of preventive and corrective maintenance on the Facility and the Interconnection Facilities.

ARTICLE 8 EMERGENCIES

- 8.1 Notice.** Interconnection Provider shall notify Seller promptly when it becomes aware of an Emergency Condition that affects the Interconnection Facilities or the Interconnection Provider Distribution System that may reasonably be expected to affect Seller's operation of the Facility or the Seller Interconnection Facilities. Seller shall notify Interconnection Provider promptly when it becomes aware of an Emergency Condition that affects the Facility or the Seller Interconnection Facilities that may reasonably be expected to affect the Interconnection Provider Distribution System or Interconnection Facilities. To the extent information is known, the notification shall describe the Emergency Condition, the extent of the damage or deficiency, the expected effect on the operation of Seller's and Interconnection Provider's facilities and operations, its anticipated duration, and the corrective action taken and/or to be taken.
- 8.2 Seller Authority.** Consistent with Good Utility Practice and this Agreement, Seller may take actions or inactions with regard to the Facility or the Seller Interconnection Facilities during an Emergency Condition in order to (i) preserve public health and safety, (ii) preserve the reliability of the Facility or the Seller Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service. Seller shall use Reasonable Efforts to minimize the effect of such actions or inactions on the Interconnection Provider Distribution System and Interconnection Provider Interconnection Facilities. Interconnection Provider shall use Reasonable Efforts to assist Seller in such actions.
- 8.3 Interconnection Provider Authority.** Interconnection Provider may take whatever actions or inactions with regard to the Interconnection Provider Distribution System it deems necessary during an Emergency Condition in order to (i) preserve public health and safety and comply with the law governing this Agreement, (ii) preserve the reliability of the Interconnection Provider Distribution System or Interconnection Provider Interconnection Facilities, (iii) limit or prevent damage, and (iv) expedite restoration of service.

- 8.4 Limited Liability.** No Party shall be liable to the other for any action it takes in responding to an Emergency Condition so long as such action is made in good faith and is consistent with Good Utility Practice.

ARTICLE 9 DEFAULT AND DISPUTE RESOLUTION

- 9.1 General.** Upon a Breach, a non-Breaching Party may give written notice of such Breach to a Breaching Party. Except as provided in Section 9.2, a Breaching Party shall have thirty (30) Days from receipt of the Default notice within which to cure such Breach; provided however, if such Breach is not capable of cure within thirty (30) Days, a Breaching Party shall commence such cure within thirty (30) Days after notice and continuously use Reasonable Efforts to completion; and, if cured within such time, the Breach specified in such notice shall cease to exist. However, a termination of the PPA for Seller's breach of the PPA shall be considered a breach that is not capable of a cure under this Agreement.
- 9.2 Effect on Default.** No Party shall be considered to be in Default with respect to any obligation hereunder, other than the obligation to pay money when due, if prevented from fulfilling such obligation by Force Majeure. A Party unable to fulfill any obligation hereunder (other than an obligation to pay money when due) by reason of Force Majeure shall give notice and the full particulars of such Force Majeure to the other Parties in writing or by telephone as soon as reasonably possible after the occurrence of the cause relied upon. Telephone notices given pursuant to this article shall be confirmed in writing as soon as reasonably possible and shall specifically state full particulars of the Force Majeure, the time and date when the Force Majeure occurred and when the Force Majeure is reasonably expected to cease. The Party affected shall use Reasonable Efforts to remove such disability with reasonable dispatch but shall not be required to accede or agree to any provision not satisfactory to it in order to settle and terminate a strike or other labor disturbance.
- 9.3 Right to Terminate.** If a Breach is not cured as provided in this Article, or if a Breach is not capable of being cured within the period provided for herein, a non-Breaching Party shall have the right to declare a Default and terminate this Agreement by written notice at any time until cure occurs, and be relieved of any further obligation hereunder and, whether or not that Party terminates this Agreement, to recover from a Breaching Party all amounts due hereunder, plus all other damages and remedies to which it is entitled at law or in equity. The provisions of this Article will survive termination of this Agreement.
- 9.4 Dispute Resolution.** If there is a dispute between the parties arising out of or in conjunction with this Agreement, or of the PPA, the Parties shall attempt in good faith to resolve the dispute prior to instituting litigation or formal arbitration. All disputes arising under this Agreement shall be resolved according to the provisions of the PPA, and the institution of dispute resolution procedures under the PPA shall also constitute a dispute for purposes of this Agreement.

ARTICLE 10 RISK OF LOSS AND INDEMNIFICATION

- 10.1 Risk of Loss by Seller.** As between Interconnection Provider and Seller, Seller shall be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Seller's side of the Interconnection Point; and (ii) with

respect to any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership or leasing, operation or maintenance of any property of Seller or Seller's Associated Parties on Seller's side of the Interconnection Point; provided, however, that Seller shall not be responsible for any loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Interconnection Provider or its Associated Parties.

- 10.2 Risk of Loss by Interconnection Provider.** As between Interconnection Provider and Seller, Interconnection Provider shall be responsible for and shall bear the full risk of loss (i) with respect to any loss of or damage to any property located on Interconnection Provider's side of the Interconnection Point, and (ii) with respect to any personal injury or death, or loss of or damage to any other property arising out of the construction, ownership, operation or maintenance of any property of Interconnection Provider or its Associated Parties on its side of the Interconnection Point, provided, however, that Interconnection Provider shall not be responsible for any loss, damage, or injury to the extent that such loss, damage, or injury arises out of the negligence or willful misconduct of Seller or Seller's Associated Parties.
- 10.3 Indemnification by Seller.** Seller shall defend, indemnify and hold harmless Interconnection Provider and its Associated Parties against and from any Indemnifiable Cost arising out of any injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of, property belonging to or leased by Interconnection Provider, Seller, or others, or arising out of an action or omission of Seller or any of Seller's Associated Parties, (i) resulting from or attributable to the negligence or willful misconduct of Seller or any of Seller's Associated Parties, (ii) resulting from or attributable to the Breach of any of Seller's representations or warranties contained herein, or (iii) resulting from, arising out of, or in any way connected with the performance of, or failure to perform, Seller's obligations under this Agreement or the construction, ownership or leasing, operation or maintenance of the Facility, including the delivery of Energy to the Interconnection Point, excepting, in each case, any Indemnifiable Cost to the extent it is caused by the negligence or willful misconduct of Interconnection Provider or its Associated Parties.
- 10.4 Indemnification by Interconnection Provider.** To the extent allowed by law, and subject to the restrictions and protections provided under the Iowa Tort Claims Act, Interconnection Provider shall defend, indemnify and hold harmless Seller and Seller's Associated Parties against and from any Indemnifiable Cost arising out of any injury, bodily or otherwise, to, or death of, persons, or for damage to, or destruction of, property belonging to or leased by Seller, Interconnection Provider, or others, or arising out of an action or omission of Interconnection Provider or any of its Associated Parties (i) resulting from or attributable to the negligence or willful misconduct of Interconnection Provider or any of its Associated Parties, (ii) resulting from or attributable to the Breach of any of Interconnection Provider's representations or warranties contained herein, or (iii) resulting from, arising out of, or in any way connected with the performance of, or failure to perform, Interconnection Provider's obligations under this Agreement or the construction, ownership, operation or maintenance of any property of Interconnection Provider or its Associated Parties on its side of the Interconnection Point, including the receipt of Energy at the Interconnection Point, excepting in each case any Indemnifiable Cost to the extent it is caused by the negligence or willful misconduct of Seller or Seller's Associated Parties. Interconnection Provider shall protect, indemnify and hold harmless

Seller from any claims of Interconnection Provider's creditors to any right, title or interest in the Facility.

- 10.5 Mutual Indemnification.** If, due to the joint, concurring, comparative or contributory negligence, or willful misconduct of the Parties or their Associated Parties, either Party incurs any Indemnifiable Cost arising out of any Claim, such Indemnifiable Cost shall be allocated between Seller and Interconnection Provider in proportion to their respective degrees of negligence or willful misconduct contributing to such Claim.
- 10.6 No Indemnification of Employee Claims.** Neither Party nor such Party's Associated Parties shall be deemed an employee of the other Party. Neither Party shall bring any claim against the other Party or any of such Party's Associated Parties with respect to any liability for compensation under any applicable state or federal worker's compensation law; nor shall a Party bring any claim against the other Party for any employer's liability claims of a Party's employees. Each Party shall be liable for all claims of the Party's own employees arising out of any provision of any workers' compensation law and neither Party shall be liable for claims of the other Party's employees.
- 10.7 Notice and Participation.** The procedures for indemnification under this Agreement are as follows:
- (a) If any Party entitled to indemnification hereunder (the "Indemnified Party") intends to seek indemnification under this Article from the other Party (the "Indemnifying Party") with respect to any Claim, the Indemnified Party shall give the Indemnifying Party notice of such Claim. The Indemnifying Party shall have no liability under this Article for any Claim for which such notice is not provided, but only to the extent that the failure to give such notice materially impairs the ability of the Indemnifying Party to respond to or to defend the Claim.
 - (b) The Indemnifying Party shall have the right to assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Indemnifying Party and reasonably satisfactory to the Indemnified Party; provided, however, that if the defendants in any such proceeding include both the Indemnified Party and the Indemnifying Party, and the Indemnified Party shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to those available to the Indemnifying Party, the Indemnified Party shall have the right to select separate counsel, at the Indemnifying Party's expense, to assert such legal defenses and to otherwise participate in the defense of such Claim on behalf of such Indemnified Party, and the Indemnifying Party shall be responsible for the reasonable fees and expenses of such separate counsel.
 - (c) Should any Indemnified Party be entitled to indemnification under this Section as a result of a Claim by a third party, and should the Indemnifying Party fail to assume the defense of such Claim within a reasonable period of time, the Indemnified Party may, at the expense of the Indemnifying Party, contest (or, with or without the prior consent of the Indemnifying Party), settle such Claim.
 - (d) Except to the extent expressly provided herein, no Indemnified Party shall settle any Claim with respect to which it has sought or is entitled to seek indemnification pursuant to this Section unless (i) it has obtained the prior written consent of the Indemnifying Party, or (ii) the Indemnifying Party has failed to provide, within a

reasonable period of time, security, in a form reasonably satisfactory to the Indemnified Party, securing the payment of any Indemnifiable Cost, up to the amount of the proposed settlement.

(e) Except to the extent expressly provided otherwise herein, no Indemnifying Party shall settle any Claim with respect to which it may be liable to provide indemnification pursuant to this Section without the prior written consent of the Indemnified Party, provided, however, that if the Indemnifying Party has reached a bona fide settlement agreement with the plaintiff(s) in any such proceeding, which settlement includes a full release of the Indemnified Party for any and all liability with respect to such Claim, and the Indemnified Party does not consent to such settlement agreement, then the dollar amount specified in the settlement agreement, plus the Indemnified Party's reasonable out-of-pocket legal fees and other costs related to the defense of the Claim paid or incurred prior to the date of such settlement agreement, shall act as an absolute maximum limit on the indemnification obligation of the Indemnifying Party with respect to the Claim, or portion thereof, that is the subject of such settlement agreement.

- 10.8 Net Amount.** If an Indemnifying Party is obligated to indemnify and hold any Indemnified Party harmless under this Article, the amount owing to the Indemnified Party shall be the amount of such Indemnified Party's actual Indemnifiable Cost, net of any insurance or other recovery actually received by the Indemnified Party.
- 10.9 Assertion of Claims.** No Claim of any kind shall be asserted against either Party or such Party's Associated Parties, whether arising out of contract, tort (including negligence), strict liability, or any other cause of or form of action, unless it is filed in a court of competent jurisdiction, or a demand for arbitration is made, within the applicable statute of limitations period for such Claim.
- 10.10 No Release of Insurers.** The provisions of this Article shall not be deemed or construed to release any insurer from its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies.
- 10.11 Survival of Obligations.** The duty to indemnify under this Article shall continue in full force and effect notwithstanding the expiration or termination of this Agreement, with respect to any Indemnifiable Cost arising out of an event or condition which occurred or existed prior to such expiration or termination.
- 10.12 Limitation of Liability.** For Breach of any provision of this Agreement for which an express remedy or measure of damages is provided, such express remedy or measure of damages shall be the sole and exclusive remedy. Unless expressly herein provided, neither Party shall be liable for consequential, incidental, punitive, exemplary, or indirect damages, by statute, in tort or contract or otherwise (except to the extent that an Indemnifying Party is obligated under this Article to indemnify against third party claims for consequential, incidental, punitive, exemplary or indirect damages or lost profits or business interruption damages). The limitations herein imposed on remedies and the measure of damages is without regard to the cause or causes related thereto, including the negligence of any Party, whether such negligence be sole, joint or concurrent, or active or passive. EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT.

ARTICLE 11 CONSEQUENTIAL DAMAGES

- 11.1 No Consequential Damages.** In no event shall the Parties be liable under any provision of this Agreement for any losses, damages, costs or expenses for any special, indirect, incidental, consequential or punitive damages, including, but not limited to, loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability; provided, however, that damages for which a Party may be liable to any other Party under another agreement will not be considered to be special, indirect, incidental or consequential damages hereunder. All damages shall be net of any insurance proceeds received by the indemnified person.

ARTICLE 12 INSURANCE

- 12.1 Insurance.** Each Party, and all of its Associate Parties, shall, at its own expense, maintain in force throughout the period of this Agreement, and until released by the other Party, adequate insurance, including coverage, amounts, and additional insureds, all as specified in the PPA.

ARTICLE 13 ASSIGNMENT

- 13.1 Permitted Transactions.** Except as provided in the PPA, neither Party may assign, sell, transfer, or encumber this Agreement, and this Agreement shall not be assigned, sold, transferred, or encumbered unless the PPA is also assigned, sold, transferred, or encumbered or unless the other Party gives express written consent to such transactions.

ARTICLE 14 INFORMATION ACCESS AND REPORTING

- 14.1 Information Access.** Each Party (the "disclosing Party") shall make available to the other Parties information that is in the possession of the disclosing Party and is necessary in order for the other Parties to carry out their obligations and responsibilities under this Agreement. The Parties shall not use such information for purposes other than those set forth in this Section 14.1 and to enforce their rights under this Agreement.
- 14.2 Reporting of Non-Force Majeure Events.** Each Party (the "notifying Party") shall notify the other Parties when the notifying Party becomes aware of its inability to comply with the provisions of this Agreement for a reason other than a Force Majeure event. The Parties agree to cooperate with each other and provide necessary information regarding such inability to comply, including the date, duration, reason for the inability to comply and corrective actions taken or planned to be taken with respect to such inability to comply. Notwithstanding the foregoing, notification, cooperation or information provided under this article shall not entitle the Parties receiving such notification to allege a cause for anticipatory Breach of this Agreement.

ARTICLE 15 MISCELLANEOUS

- 15.1 Binding Effect.** This Agreement and the rights and obligations hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties hereto.
- 15.2 Applicable Law.** This Agreement is executed in accordance with and is intended to be construed and governed under the Laws of the State of Iowa, excluding any Law related to conflict or choice of Law which would result in the application of any Law to this Agreement other than the Laws of the State of Iowa. Venue for any disputes regarding this Agreement shall lie in the trial court for the county or judicial district in which the Facility is located, as appropriate under applicable Law.
- 15.3 Notices.** Any notice, request, consent, approval, confirmation, communication, or statement which is required or permitted under this Agreement, shall be in writing, except as otherwise provided, and shall be given or delivered by personal service, Federal Express or comparable overnight delivery service, addressed to the Party to be notified at the address(es) set forth in Appendix C, Addresses for Delivery of Notices and Billings. Notices shall be deemed to have been received, and shall be effective, upon receipt. Notices of changes of address(s) by either Party shall be made in writing no later than ten (10) Business Days prior to the effective date of such change.
- 15.4 Conflicts.** In the event of a conflict between the body of this Agreement and any attachments, appendices or exhibits hereto, the terms and provisions of the body of this Agreement shall prevail and be deemed the final intent of the Parties.
- 15.5 Rules of Interpretation.** This Agreement, unless a clear contrary intention appears, shall be construed and interpreted as follows: (1) the singular number includes the plural number and vice versa; (2) reference to any person includes such person's successors and assigns but, in the case of a Party, only if such successors and assigns are permitted by this Agreement, and reference to a person in a particular capacity excludes such person in any other capacity or individually; (3) reference to any agreement (including this Agreement), document, instrument, standard, rule or tariff means such agreement, document, instrument, standard, rule or tariff as amended or modified and in effect from time to time in accordance with the terms thereof and, if applicable, the terms hereof; (4) unless expressly stated otherwise, reference to any article, section or appendix means such article of this Agreement, such section of this Agreement or such appendix to this Agreement, as the case may be; (5) "hereunder", "hereof", "herein", "hereto" and words of similar import shall be deemed references to this Agreement as a whole and not to any particular article or other provision hereof or thereof; (6) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term; and (7) relative to the determination of any period of time, "from" means "from and including", "to" means "to but excluding" and "through" means "through and including".
- 15.6 Entire Agreement.** This Agreement, including all appendices and schedules attached hereto, the Lease Agreement, and the PPA, including all appendices and schedules attached to the Lease Agreement and the PPA, constitute the entire agreement among the Parties with reference to the subject matter hereof, and supersedes all prior and contemporaneous understandings or agreements, oral or written, among the Parties with respect to the subject matter of this Agreement. Except as provided in this Section, there are no other agreements, representations, warranties, or covenants which

constitute any part of the consideration for or any condition to, any Party's compliance with its obligations under this Agreement.

- 15.7 No Third-Party Beneficiaries.** This Agreement is not intended to and does not create rights, remedies, or benefits of any character whatsoever in favor of any persons, corporations, associations, or entities other than the Parties, and the obligations herein assumed are solely for the use and benefit of the Parties, their successors in interest and, where permitted, their assigns.
- 15.8 Agents and Subcontractors.** Each Party shall require its agents and subcontractors to comply with all applicable terms and conditions of this Agreement in providing their services, and, subject to the Indemnification provisions of this Agreement, each Party shall remain primarily liable to the other Party for the performance of such agents and subcontractors.
- 15.9 Severability.** If any provision in this Agreement is finally determined to be invalid, void or unenforceable by any court or other Governmental Authority having jurisdiction, such determination shall not invalidate, void or make unenforceable any other provision, agreement or covenant of this Agreement.
- 15.10 Waiver.** The failure of a Party to this Agreement to insist, on any occasion, upon strict performance of any provision of this Agreement will not be considered a waiver of any obligation, right, or duty of, or imposed upon, such Party.
- Any waiver at any time by any Party of its rights with respect to this Agreement shall not be deemed a continuing waiver or a waiver with respect to any other failure to comply with any other obligation, right, or duty of this Agreement. Termination or Default of this Agreement for any reason by Seller shall not constitute a waiver of Seller's legal rights to obtain an interconnection from Interconnection Provider. Any waiver of this Agreement shall, if requested, be provided in writing.
- 15.11 Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which is deemed an original but all constitute one and the same instrument.
- 15.12 Amendment.** No amendment or modification of the terms of this Agreement, or the appendices and attachments hereto, shall be binding on either Party unless such amendment is reduced to writing and signed by both Parties.
- 15.13 No Partnership.** This Agreement does not create and shall not be interpreted or construed to create an association, joint venture, agency relationship, or partnership among the Parties or to impose any partnership obligation or partnership liability upon any Party. No Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, any other Party.
- 15.14 Dedication.** No undertaking by one Party to the other under this Agreement shall constitute the dedication of that Party's system or any portion thereof to the other Party or to the public or affect the status of Seller as an independent entity and not a public utility or public service company.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement in triplicate originals, each of which shall constitute and be an original effective Agreement among the Parties.

SELLER

SE MUNICIPAL IOWA, LLC
a Nebraska limited liability company

By: _____
Eric G. Johnson, President

Date: _____

INTERCONNECTION PROVIDER

INDIANOLA MUNICIPAL UTILITIES

By: _____
Chris DesPlanques, General Manager

Date: _____

ATTEST for INTERCONNECTION PROVIDER

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX A Electrical Plan

Final electrical plan to be agreed upon by both parties and inserted at a later date before construction begins.

APPENDIX B Generating Facility Location and Layout

The Generating Facility will be located in Indianola, Warren County, Iowa. The Generating Facility will include structures and improvements and appurtenant solar panel equipment necessary for a complete and operable solar power plant as designed. The Generating Facility may be modified during the design and construction phase and Customer shall notify Utility of any changes to the following Generating Facility description incorporated into the balance of plant construction contract or other contracts for the construction of the Generating Facility.

The Generating Facility will consist of:

1. A solar array with a total rated AC capacity of 3.4 Megawatts (the “**Solar Array**”).
2. An electrical collection system connecting the Solar Array to the Customer Interconnection Facilities. The collection system is made up of underground collector cables and inverters linking the Solar Array in three separate circuits. The circuits are ultimately brought to the Point of Interconnection through circuit breakers, disconnect switches and grounding transformers.
3. Other ancillary or accessory structures or facilities as required.

APPENDIX C
Addresses for Delivery of Notices and Billings

To Seller: SE Municipal Iowa, LLC
Attention: Channing Bryen
1403 Harney St. #100
Omaha, NE 68102
channing@sandhillsenergy.com

Copy to:

Baird Holm LLP
Attention: David Levy
1700 Farnam Street, Suite 1500
Omaha, Nebraska 68102
Email: dlevy@bairdholm.com
Fax: (402) 344-0588

To Interconnection Provider:

Indianola Municipal Utilities
Attention: Chris DesPlanques
210 W 2nd Ave
Indianola, IA 50125

Copy to:

MEMORANDUM

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

From:

Date: January 8, 2024

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:

Attachments: None