INDIANOLA MUNICIPAL UTILITIES

IMU

Electric • Telecommunications • Water

IMU Board of Trustees of the
Electric, Water and Telecommunications Utilities
May 14, 2018
City Hall Council Chambers
5:30 p.m.

Agenda

1. Call to Order

2. Roll Call

3. Public Comments

4. Consent Agenda

   A. Claims list for May 7, 2018

   B. Minutes from April 23, 2018

   C. Salaries

   D. Consider approval of the safety program

5. Electric Utility Action Items

   A. Consider approval of MEAN Marketing Agent Agreement

   B. Consider approval of supplemental agreement regarding participant owned capacity between IMU and MEAN

   C. Consider approval of change order number one in an amount of ($780.00) for the 2018 Line Shop Project #4 - Overhead Doors - revised contract amount $69,675.00

   D. Consider approval of a handwritten warrant to MEC for installation of natural gas service at the New Electric Line Shop

6. Electric Utility Informational Items

7. Water Utility Action Items

   A. Consider pool reimbursement for water consumption

   B. Consider project acceptance and four year maintenance bond for Prairie Glynn Plat 1

8. Water Utility Informational Items

9. Communications Utility Action Items

   A. Consider approval to purchase AdGorilla Equipment

   B. Consider quote for INCA equipment

10. Communications Utility Informational Items

11. Combined Electric, Water and Communications Utilities Action Items

   A. Public hearing regarding the FY 2018 budget amendment

      1. Resolution approving the FY 2018 budget amendment

   B. Consider termination of the 28E Agreement creating the IMU Partners

   C. Resolution certifying banking authority

12. Combined Electric, Water and Communications Utilities Informational Items

13. Other Business

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

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

14. Adjourn

IMU Regular Downstairs **4.A.**

Meeting Date: 05/14/2018

Information

Subject

Claims list for May 7, 2018

Information

Fiscal Impact

Attachments

Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
BRAND, JUSTIN	600-8180-61440	WELLNESS MAR & APR	04/11/2018	30.00
CHEMTREAT INC	600-8110-65010	CHEMICALS	03/30/2018	1,298.75
CITY OF INDIANOLA - UTILITY	600-8110-63710	UTILITIES	04/30/2018	10,485.27
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-02	03/31/2018	57.34
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-02	03/31/2018	34.51
DUST PROS JANITORIAL	600-8120-64090	SCRUB AND BUFF - APRIL	04/14/2018	180.00
DUST PROS JANITORIAL	600-8120-63410	FLOURESCENT BULB	04/14/2018	17.25
GRAYMONT WESTERN LIME IN	600-8110-65010	QUICKLIME	04/06/2018	4,602.09
IOWA ASSOC OF MUN UTILITIE	600-8192-64990	APRIL 2018 BBP, EMPLOYEE-SUPERVISOR TRAINING, EMERG	04/30/2018	181.11
IOWA ONE CALL	600-8110-64990	WA-LOCATING NOTIFICATION/448 TICKETS	04/11/2018	403.20
MAY CONSTRUCTION CO	600-8150-63453	G FORCE HIT SERVICE	04/17/2018	1,600.00
MC COY HARDWARE INC	600-8120-63410	KEY BLANKS (4)	04/16/2018	8.24
MRZENA, JASON	600-8180-64180	REFUND CONN FEE	04/13/2018	1.05
MRZENA, JASON	600-8190-66990	REFUND CONN FEE	04/13/2018	15.00
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - MAR (WELL KWH & TRANS)	04/10/2018	1,321.87
NORWALK READY-MIXED CON	600-8150-63453	S 1ST STREET & HWY 92	01/25/2018	1,040.00
NORWALK READY-MIXED CON	600-8150-63453	811 E EUCLID AVE	04/05/2018	828.75
NORWALK READY-MIXED CON	600-8150-63453	409 N 14TH	04/09/2018	1,160.88
NORWALK READY-MIXED CON	600-8150-63453	1216 E CLINTON AVE	04/10/2018	1,071.00
NORWALK READY-MIXED CON	600-8150-63453	N 14TH & E DETROIT AVE	04/10/2018	343.75
NORWALK READY-MIXED CON	600-8150-63453	115 S "P" ST	04/11/2018	747.50
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	04/24/2018	15.84
SIMPSON COLLEGE	600-8190-66990	REFUND OVERPAYMENT - PH PHI HOUSE	04/12/2018	55.00
STERNQUIST CONST. INC.	600-8150-63453	CRUSHED CONCRETE	04/06/2018	127.66
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	04/12/2018	175.83
UNITED FARMERS CO-OP	600-8150-63453	SEED	04/12/2018	121.77
UNITED FARMERS CO-OP	600-8150-63453	SPREADER/SEED	04/13/2018	30.76
UNITED FARMERS CO-OP	600-8150-63453	SEED	04/13/2018	104.00
UNUM LIFE INSURANCE CO OF	600-8180-61550	LIFE, AD&D AND LTD INSURANCE	04/30/2018	123.76
Total WATER OPERATING FUND:				26,182.18
IMU ADMINISTRATION FUND				
CAPITAL EXPRESS	620-8090-65080	DELIVERY OF 5-1-18 UTILITY BILLS	04/28/2018	41.15
DES MOINES WATER WORKS	620-8090-65080	MARCH 2018 BILLING	04/10/2018	3,162.05
INFOMAX OFFICE SYSTEMS IN	620-8090-64990	MP C3004 - IMU ADMIN	04/06/2018	59.64
INFOMAX OFFICE SYSTEMS IN	620-8090-64140	PRINTER/COPIER LEASE CHARGES	04/23/2018	25.00
UNUM LIFE INSURANCE CO OF	620-8090-61550	LIFE, AD&D AND LTD INSURANCE	04/30/2018	114.29
Total IMU ADMINISTRATION FUND:				3,402.13
ELECTRIC OPERATING FUND				
A-CHECK GLOBAL	630-8290-64120	BACKGROUND CHECKS	03/30/2018	49.25
ASPLUNDH TREE EXPERT CO.	630-8250-64990	TREE TRIMMING	04/13/2018	4,770.00
ASPLUNDH TREE EXPERT CO.	630-8250-64990	TREE TRIMMING	04/20/2018	4,173.75
ASPLUNDH TREE EXPERT CO.	630-8250-64990	TREE TRIMMING	04/27/2018	4,770.00
BANKERS TRUST COMPANY	630-8290-64500	2017 SERIES C FINANCIAL MANAGEMENT FEES	04/10/2018	1,070.78
BORDER STATES INDUDTRIES	630-8250-64200	METER TESTING	04/10/2018	275.00
CIRCLE B CASHWAY	630-8250-65072	MATERIALS TO POUR CONCRETE VAULT	04/19/2018	79.28
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	04/12/2018	200.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	04/24/2018	200.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	03/30/2018	150.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	04/09/2018	200.00
CITY OF INDIANOLA - UTILITY	630-8210-63710	UTILITIES	04/30/2018	2,208.62
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-02	03/31/2018	130.78
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-02	03/31/2018	217.28
DUST PROS JANITORIAL	630-8220-64090	MONTHLY CLEANING - APRIL - ADMIN/ELECTRIC	04/20/2018	1,177.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	04/20/2018	15.31
GRAYBAR	630-8225-63410	FIBER CABLES	04/17/2018	343.40
INDIANOLA TREE COMMITTEE	630-8290-67306	2018 DONATION	04/06/2018	1,500.00
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	MP C3004 - IMU EL ADMIN	04/06/2018	59.64
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	MP 2554 - IMU GENERATION	04/06/2018	130.50
IOWA ASSOC OF MUN UTILITIE	630-8240-62300	APRIL 2018 BBP, EMPLOYEE-SUPERVISOR TRAINING, EMERG	04/30/2018	181.11
IOWA ONE CALL	630-8290-63730	EL-LOCATING NOTIFICATION - 446 TICKETS	04/22/2018	401.40
JV TRUCKING LLC	630-8250-65072	3/8" PEA GRAVEL	04/13/2018	625.58
MID AMERICAN ENERGY CO.	630-8210-63710	80950-24015 PLANT GAS	04/18/2018	11.08
MID AMERICAN ENERGY CO.	630-8240-63710	52180-25018 LINE SHOP	04/18/2018	241.99
MID AMERICAN ENERGY CO.	630-8210-63710	52390-25019 BOILER GAS	04/18/2018	828.04
MID AMERICAN ENERGY CO.	630-8210-63710	07991-36014 11634 R63 HWY	04/16/2018	10.00
MRZENA, JASON	630-8280-64180	REFUND CONN FEE	04/13/2018	1.05
MRZENA, JASON	630-8290-66990	REFUND CONN FEE	04/13/2018	15.00
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE	03/07/2018	5,141.54
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - MAR	04/10/2018	6,405.50-
MUNICIPAL ENERGY AGENCY	630-8230-63990	LANDFILL GAS ATTRIBUTES - MAR	04/10/2018	13,260.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	CONTRACTED WIND - MAR	04/10/2018	22,236.00
MUNICIPAL ENERGY AGENCY	630-8230-63991	FIXED COST RECOVERY CHARGE	04/10/2018	327,113.00
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION/ADJUSTMENT - MAR	04/10/2018	45,027.32
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - MAR (NET ELECTRIC)	04/10/2018	391,288.71
PAC-VAN INC	630-8250-65072	TEMP OFFICE SPACE	04/05/2018	481.80
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	04/24/2018	60.00
SKARSHAUG TESTING LABORA	630-8250-64200	PPE TESTING AND REPLACEMENTS	04/12/2018	543.47
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	04/12/2018	395.62
UNUM LIFE INSURANCE CO OF	630-8280-61550	LIFE, AD&D AND LTD INSURANCE	04/30/2018	393.39
WIEGERT DISPOSAL CO.	630-8250-65072	20 YARD DUMP	04/01/2018	265.00
Total ELECTRIC OPERATING FUND:				823,836.19
FIBER/COMMUNICATIONS FUND				
BANKERS TRUST COMPANY	640-8590-64500	2017 SERIES C FINANCIAL MANAGEMENT FEES	04/10/2018	628.86
CANON FINANCIAL SERVICES I	640-8550-64150	LARGE FORMAT PRINTER LEASE	04/24/2018	121.54
CITY OF INDIANOLA - UTILITY	640-8550-63710	10418456 - 3/5/18 - 4/4/18	04/30/2018	93.09
CITY OF INDIANOLA - UTILITY	640-8550-63464	UTILITIES	04/30/2018	613.20
CONSORTIA CONSULTING	640-8550-64900	CONTRACT HOURS	04/23/2018	1,650.00
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-02	03/31/2018	27.17
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-02	03/31/2018	16.35
DUST PROS JANITORIAL	640-8550-64090	CO HUT FLOOR SCRUB AND WAX	04/16/2018	267.50
ELECTRICAL ENG & EQUIP	640-8550-65070	GROUND WIRE	04/05/2018	959.95
FUSE TECHNIC LLC	640-8550-64900	NETOWRK CONSULTING	05/01/2018	4,425.00
INFOMAX OFFICE SYSTEMS IN	640-8550-64990	MP C3004 - IMU NS ADMIN	04/06/2018	59.64
IOWA ONE CALL	640-8590-63730	FIBER-LOCATING NOTIFICATION - 234 TICKETS	04/11/2018	210.60
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	04/24/2018	7.50
SINCLAIR GRAPHICS & INSTAL	640-8550-64900	VEHICLE GRAPHICS	04/16/2018	1,044.40
TECHNOLOGY PLANNERS	640-8550-64990	QTA RESEARCH AND SUPPORT	04/07/2018	577.50
TERRY-DURIN CO.	640-8550-65070	PULL TAPE	04/09/2018	262.38
U.S. CELLULAR	640-8550-63730	CELL PHONES - 2	04/12/2018	86.99
UNITE PRIVATE NETWORKS	640-8550-64990	DARK FIBER MRC	04/01/2018	2,880.00
UNITE PRIVATE NETWORKS	640-8550-64990	DARK FIBER MRC	05/01/2018	2,880.00
UNITE PRIVATE NETWORKS	640-8550-64990	DARK FIBER MRC	03/01/2018	2,880.00
UNUM LIFE INSURANCE CO OF	640-8590-61550	LIFE, AD&D AND LTD INSURANCE	04/30/2018	57.51
UPS FREIGHT	640-8550-65990	SHIPPING CHARGES	04/23/2018	95.00
Total FIBER/COMMUNICATIONS FUND:				19,844.18
WATER CAPITAL PROJECTS FUND				
MUNICIPAL SUPPLY INC	700-8100-67906	4" REPAIR CLAMP	04/23/2018	129.50

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
SNYDER & ASSOCIATES INC	700-8100-67406	CLINTON 2018	04/16/2018	3,845.00
VEENSTRA & KIMM	700-8100-67402	SOFTENING AND RECARB TANK	04/20/2018	1,594.10
VEENSTRA & KIMM	700-8100-67402	RURAL WATER CONNECTION STUDY	04/20/2018	539.15
Total WATER CAPITAL PROJECTS FUND:				6,107.75
ELECTRIC CAPITAL PROJECTS FUND				
CDW GOVERNMENT INC	730-8200-67901	SCADA SERVER	03/08/2018	7,343.10
DOWNING CONST. INC.	730-8200-67909	CONSTRUCTION MANAGEMENT FEE - BID AWARD AND CONTR	04/18/2018	2,000.00
ELECTRICAL ENG & EQUIP	730-8200-67906	2" PVC CONDUIT - 10' & 20' LENGTHS	04/11/2018	1,676.84
ETHOS DESIGN GROUP	730-8200-67909	NEW LINE SHOP - DESIGN SERVICES	04/25/2018	494.00
EXCEL UTILITY CONTRACTOR	730-8200-67601	2017 FIBER TO THE HOME NETWORK BUILD	04/26/2018	388,957.64
GSI ENGINEERING LLC	730-8200-67909	TESTING FOR NEW LINE SHOP	04/09/2018	493.56
IOWA FIRE EQUIPMENT COMP	730-8200-67601	CO FIRE SUPPRESSION MATERIALS	04/09/2018	6,646.00
MAHASKA COMMUNICATION G	730-8200-67603	SPLICING/SERVICE DROPS	04/01/2018	4,070.45
MCS COMMUNICATION LLC	730-8200-67311	DIRECTIONAL BORING	01/02/2018	3,950.00
MCS COMMUNICATION LLC	730-8200-67311	DIRECTIONAL BORING	04/27/2018	875.00
METERING & TECHNOLOGY SO	730-8200-67906	FORM 9S ELECTRIC METERS	04/11/2018	1,168.00
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69KV 30.9 CREDIT/ADMIN FEE - MAR	04/10/2018	25,622.00-
OSI INC	730-8200-67901	SCADA SYSTEM UPGRADE - MILESTONE #5	04/18/2018	24,482.92
POWER & TEL	730-8200-67601	HANDHOLES/VAULTS	04/09/2018	16,717.79
POWER & TEL	730-8200-67604	ONT'S/TOUTERS	04/23/2018	3,759.78
TERRY-DURIN CO.	730-8200-67906	2" PVC ELBOWS	04/17/2018	31.51
TERRY-DURIN CO.	730-8200-67906	73 WATT LED FIXTURES	04/09/2018	2,568.00
TERRY-DURIN CO.	730-8200-67906	2" PVC ELBOWS	04/17/2018	126.05
WESCO	730-8200-67906	WR CONNECTORS - WEDGE CLAMPS	04/03/2018	169.32
WESCO	730-8200-67906	PHOTO CONTROLS	04/11/2018	211.33
WESCO	730-8200-67906	PVC GLUE - 1" LOCK RINGS	04/12/2018	91.59
WESCO	730-8200-67906	500 MCM CONNECTOR - 5/8" X 20" BOLTS - LOADBREAK CUTO	04/13/2018	688.43
WESCO	730-8200-67906	100 AMP LOADBREAK CUTOUTS	04/13/2018	1,204.20
WESCO	730-8200-67906	GROUND ROD CLAMPS - 5/8" EYE NUTS	04/13/2018	101.12
WESCO	730-8200-67906	CONNECTOR SPLICE	04/20/2018	234.33
Total ELECTRIC CAPITAL PROJECTS FUND:				442,438.96
FIBER CAPITAL PROJECTS FUND				
AHLERS & COONEY P.C.	740-8500-64110	LEGAL SERVICES - NEW OFFICE/IRBY 211 ISSUE	03/30/2018	630.00
CDW GOVERNMENT INC	740-8500-67407	QNAP ENCLOSURE	04/11/2018	2,872.71
CDW GOVERNMENT INC	740-8500-67407	VMWARE	04/24/2018	7,229.21
DES MOINES REGISTER MEDIA	740-8500-64020	PH BIDS FOR TELCOMM. BLDG	03/31/2018	153.69
INSIGHT DIRECT USA INC	740-8500-67407	INFOBLOX TRINZIC 825 (2)	04/23/2018	20,029.33
INTECH TRAILERS INC	740-8500-67410	SPLICING TRAILER	04/17/2018	24,385.00
MARTIN GARDNER ARCHITECT	740-8500-67408	PROFESSIONAL SERVICES	04/10/2018	3,777.54
MARTIN GARDNER ARCHITECT	740-8500-67408	PROFESSIONAL SERVICES	04/24/2018	1,161.27
POWER SOLUTIONS LLC	740-8500-67407	DC POWER PLANT	04/12/2018	7,610.84
YELLOW DOG NETWORKS	740-8500-67407	CISCO ASA FIREWALL (2)	04/22/2018	5,484.82
Total FIBER CAPITAL PROJECTS FUND:				73,334.41
CASH ALLOCATION FUND				
ARNOLD, CHRISTOPHER	999-0000-11005	REFUND CREDIT ON ACCOUNT	05/01/2018	16.04
Total CASH ALLOCATION FUND:				16.04
Grand Totals:				1,395,161.84

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount

Board of Trustees: ______________________________

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IMU Regular Downstairs **4.B.**

Meeting Date: 05/14/2018

Information

Subject

Minutes from April 23, 2018

Information

Fiscal Impact

Attachments

Minutes

Special Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – APRIL 23, 2018

The Board of Trustees met in regular session at 5:30 p.m. on April 23, 2018 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Jim McClymond (via phone), Mike Rozga (via phone), Adam Voigts and Deb White. Absent: Lesley Forbush.

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

Claims list for April 16, 2018

Minutes from April 9, 2018

Salaries – Chris Longer, from Utility Services Supervisor CE 10-4 $70,298/year to Finance/HR Director CE 10-4 $70,298/year effective April 24, 2018

March 2018 Treasurer and financial reports

Electric Utility Action Items

A motion was made by Rozga and seconded by White to approve change order number one in an amount of $2,352.00 for the 2018 Line Shop Project #1 - Sitework and Utilities. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Al Powers, P&E Engineering, spoke in regard to change order #4 for the Turbine 7 Control Replacement Project. It was moved by White and seconded by McClymond to approve change order #4 in an amount of $29,622.00 from Petrotech for the Turbine 7 Control Replacement. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Electric Utility Informational Items – Mike Metcalf, Electric Superintendent, presented an update on the Electric Utility Informational items.

Water Utility Action Items

Board Member Rozga introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS (2018 Water Main Improvement Project) AND FIXING A DATE FOR HEARING (May 29, 2018) AND TAKING OF BIDS (May 24, 2018)", and moved that it be adopted. Board Member White seconded the motion to adopt. The roll was called and the vote was, AYES: White, Voigts, McClymond and Rozga. NAYS: None. ABSENT: Forbush. Whereupon, the Chair declared the following resolution duly adopted.

RESOLUTION NO. 2018-275
RESOLUTION ORDERING CONSTRUCTION OF
CERTAIN PUBLIC IMPROVEMENTS (2018 Water Main Improvement Project) AND
FIXING A DATE FOR HEARING AND TAKING OF BIDS (May 24, 2018)

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

Board member White introduced the following Resolution entitled "RESOLUTION AUTHORIZING PARTICIPATION IN THE 2018 CAPITAL STREET IMPROVEMENT PROJECT FOR THE CITY OF INDIANOLA, IOWA", and moved that it be adopted. Board member McClymond seconded the motion to adopt. The roll was called and the vote was, AYES: Voigts, McClymond, Rozga and White. NAYS: None. ABSENT: Forbush. Whereupon, the Chair declared the following resolution duly adopted.

RESOLUTION NO. 2018-276
RESOLUTION AUTHORIZING PARTICIPATION IN THE 2018 CAPITAL STREET IMPROVEMENT PROJECT FOR THE CITY OF INDIANOLA, IOWA

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

Water Utility Informational Items – Water Superintendent Lou Elbert presented an updated report on the Water Utility Information items.

Communication Utility Action Items

Rozga moved and White seconded to approve an agreement with CFU for Wholesale Internet Bandwidth. Question was called for and on voice vote the Chair declared the motion carried unanimously.

The IMU job description for Senior Network Engineer and Technical Support Specialist was approved on a motion by White and seconded by McClymond. Question was called for and on voice vote the Chair declared the motion carried unanimously.

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

General Manager Tom Gaffigan updated the Board on the Irby Company Fiber settlement agreement.

Board member Forbush arrived at the meeting.

Combined Electric, Water and Communications Utilities Action Items

A motion was made by McClymond and seconded by Forbush to approve the electronic transaction for purchase price and other associated fees for 210 W. 2nd Avenue. Question was called for and on voice vote the Chair declared the motion carried unanimously.

The May 28, 2018 IMU Board meeting was rescheduled to May 29, 2018 due to the Memorial Day holiday on a motion by White and seconded by Forbush. Question was called for and on voice vote the Chair declared the motion carried unanimously.

Combined Electric, Water and Communications Utilities Informational Items – Chris Longer, Utility Service Supervisor and General Manager Tom Gaffigan presented an update report on the Combined Electric, Water and Communications Utilities Informational items.

The following item was struck from the agenda - to enter into closed session to discuss marketing and pricing strategies and proprietary information of the telecommunications division whose competitive position will be harmed by public disclosure that is not required of potential or actual competitors and no public purpose is served by such disclosure, pursuant to Section 388.9(1) Code of Iowa.

It was moved by Forbush and seconded by White to enter into closed session 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: White, Voigts, McClymond, Rozga and Forbush. NAYS: None. Whereupon the Chair declared the motion carried unanimously.

White moved and McClymond seconded to return to regular session. Question was called for and on voice vote the Chair declared the motion carried unanimously.

Meeting adjourned at on a motion by Rozga and seconded by White.

Adam Voigts, Chairperson	Diana Bowlin, City Clerk

BOARD OF TRUSTEE MINUTES
SPECIAL SESSION – APRIL 23, 2018

The Board of Trustees met in special session at 6:30 p.m. on April 23, 2018 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond (via phone), Mike Rozga (via phone), Adam Voigts and Deb White. Also present were: Council member Shirley Clark, Bob Kling, Greg Marchant, John Parker, Greta Southall and Mayor Kelly B. Shaw. Staff present were: General Manager Tom Gaffigan, City Manager Ryan Waller, Finance Director Andy Lent and City Clerk Diana Bowlin.

The IMU Board of Trustees met in joint session with the City Council. General Manager Tom Gaffigan presented updates on the fiber project and the IMU Building Project (Utility Billing Services and Electric Line Shop).

City Manager Ryan Waller presented an update regarding the health insurance renewals and HRA. Another joint meeting will be held in May to further discuss these two topics.

The Board and City Council discussed residential development and possibilities of looking at incentives for developers. IMU and the City presently offers include our own utilities, fiber, building a new sewer plant, great schools, and etc.

Meeting adjourned at on a motion by Rozga and seconded by White.

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Adam Voigts, Chairperson

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Diana Bowlin, City Clerk

IMU Regular Downstairs **4.C.**

Meeting Date: 05/14/2018

Information

Subject

Salaries

Information

Jeromy Hoffman, Field Tech, from Range 19-1 $42,279/year to Range 19-1.5 $43,125/year effective May 27, 2018

Randy Eaton, Line Mechanic, from Range 26-1 $62,754/year (includes longevity) to Range 26-2 $65,871/year (includes longevity) effective May 13, 2018

Tyler Smith, from Medium Equipment Operator Range 21-3 $49,392/year to Apprentice Line Mechanic Range 23-1 $48,857/year effective May 27, 2018

Technical Support Specialist, CE 7-1 $49,191/year effective May 27, 2018

Fiscal Impact

Attachments

PCN

PCN Eaton

PCN Smith

PCN Tech Support Specialist

INDIANOLA MUNICIPAL UTILITIES
IMU
Electric • Network Services • Water

PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Jeromy Hoffman

Effective Date (must be at beginning of a pay period, except new hires): 5/27/18

New Hire: X Rehire: ☐ Status Change: ☐ ½ Step Increase: X

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: ____________

	FROM	TO
JOB TITLE	Field Tech	Field Tech
STATUS	FT	FT
PAY RANGE	R19-1	R19-1.5
PAY RATE W/OUT LONGEVITY	42,279 / 20.326	43,125 / 20.733
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	NA	NA
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Telecommunications	Telecommunications
ACCOUNT NUMBER		
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: ____________ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: ____________ Termination Effective Date: ____________

COMMENTS: ____________

APPROVALS:

Dept Head: [signature] Date: 4-19-18

Human Resources: ____________ Date: ____________

Finance (pay changes only): ____________ Date: ____________

City Manager or GM: Tom Goffigan Date: 4-19-2018

City Council or Board of Trustee: ☐ Yes ☐ No Date: ____________

FOR OFFICE USE: HR Entered: Initial:________ Date: ________ Payroll Reviewed: Initial:________ Date: ________

INDIANOLA MUNICIPAL UTILITIES
IMU
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PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Randy Eaton

Effective Date (must be at beginning of a pay period, except new hires): 5/13/18

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: X

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: ____

	FROM	TO
JOB TITLE	Line Mechanic	Line Mechanic
STATUS	FT	FT
PAY RANGE	R26-1	R26-2
PAY RATE W/OUT LONGEVITY	62,354 / 29.978	65,471 / 31.476
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	62,754 / 30.170 ($400 long)	65,871 / 31.669 ($400 long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Electric	Electric
ACCOUNT NUMBER		
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: ____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: ____ Termination Effective Date: ____

COMMENTS: ____

APPROVALS:

Dept Head: [signature] Date: 5-3-2018

Human Resources: [signature] Date: 5-3-18

Finance (pay changes only): [signature] Date: 5-3-18

City Manager or GM: Tom Goffman Date: 5-3-2018

City Council or Board of Trustee: ☐ Yes ☐ No Date: ____

FOR OFFICE USE: HR Entered: Initial: ____ Date: ____ Payroll Reviewed: Initial: ____ Date: ____

INDIANOLA MUNICIPAL UTILITIES
IMU
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PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Tyler Smith

Effective Date (must be at beginning of a pay period, except new hires): 5-27-2018

New Hire: X Rehire: ☐ Status Change: Step Increase:

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: ______

	FROM	TO
JOB TITLE	Medium Equipment Operator	Apprentice Line Mechanic
STATUS	FT	FT
PAY RANGE	R 21-3	R 23-1
PAY RATE W/OUT LONGEVITY	$49,392 – 23.746	$48,857 – 23.489
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	N/A	N/A
EXEMPT/NONEXEMPT	Non-Exempt	Non-Exempt
DEPARTMENT NAME	Street	Electric
ACCOUNT NUMBER	110-2100-60150	630-8250-60150
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union X IMU Non Union ☐ IMU Union	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union X

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: ______ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: ______ Termination Effective Date: ______

COMMENTS: ______

APPROVALS:

Dept Head: [signature] Date: 5-8-2018

Human Resources: [signature] Date: 5-9-18

Finance (pay changes only): [signature] Date: 5-9-18

City Manager or GM: Tom Gaffigan Date: 5-9-2018

City Council or Board of Trustee: ☐ Yes ☐ No Date: ______

FOR OFFICE USE: HR Entered: Initial:______ Date: ______ Payroll Reviewed: Initial:______ Date: ______

INDIANOLA MUNICIPAL UTILITIES
IMU
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PERSONNEL CHANGE NOTICE (PCN)

Employee Name: ____

Effective Date (must be at beginning of a pay period, except new hires): 5-27-2018

New Hire: X Rehire: ☐ Status Change: Step Increase:

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: ______________________

	FROM	TO
JOB TITLE		Technical Support Specialist
STATUS		FT
PAY RANGE		CE 7-1
PAY RATE W/OUT LONGEVITY		$49,191 / 23.649
PAY RATE W/ LONGEVITY (if not eligible, put N/A)		N/A
EXEMPT/NONEXEMPT		Exempt
DEPARTMENT NAME		Communications
ACCOUNT NUMBER		640-8550-60170
FTE		1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union	City Non Union ☐ City Union ☐ IMU Non Union X IMU Union

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: ______________________ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: ______________ Termination Effective Date: ______________

COMMENTS: ____

____

APPROVALS:

Dept Head: ______________________ Date: ______________

Human Resources: ______________________ Date: ______________

Finance (pay changes only): ______________________ Date: ______________

City Manager or GM: ______________________ Date: ______________

City Council or Board of Trustee: ☐ Yes ☐ No Date: ______________

FOR OFFICE USE: HR Entered: Initial:_________ Date: ___________ Payroll Reviewed: Initial:_________ Date: ___________

IMU Regular Downstairs **4.D.**

Meeting Date: 05/14/2018

Information

Subject

Consider approval of the safety program

Information

In your packet is a memo from Melissa McCoy, HR Director, regarding the Safety Program. IMU and the City of Indianola currently partner with a third-party vendor for safety program and training services. The safety committee and management are requesting a change in the safety program as follows:

- Hire safety consultant, TrueNorth, to assist in managing the safety program and training and insure we are meeting all OSHA, state and federal guidelines in regards to monthly committee meetings, trainings, programs/policies and audits/inspections. We would commit to a one-year contract.
- Utilize free online training resources through our workers compensation insurance carrier, IMWCA, and our property/vehicle/liability insurance carrier, ICAP.
- Utilize the department heads and the safety consultant, to assist in some on-site, hands-on training.

IMU and the City are currently spending up to $28,000/year for safety program services. Safety consultant, TrueNorth, services would be approximately $6,300-$15,000/year. This would allow an estimated annual savings of $13,000-$21,700.

The safety committee has reviewed and tested the online-training and agree that this training with some onsite, hands-on training would be beneficial and meet their needs.

Fiscal Impact

Attachments

Memo

— Human Resources —

Date: May 14, 2018

To: Mayor and Council & Board of Trustees

From: Melissa McCoy, Human Resources Director

CC: Ryan Waller, City Manager & Tom Gaffigan, General Manager

RE: Safety Program

The City of Indianola & IMU currently partner with a third-party vendor for safety program and training services. This partnership has been in place for many years and has been effective for many years up until recently. Within the past few months, I have received comments from the safety committee members as well as members of management on how ineffective our current safety program is. In monitoring the safety program, myself over the past year, I had to agree. The committee agrees that the committee meetings are unproductive and the safety training is stale. Therefore, the safety committee and management is requesting a change in the safety program.

The safety program proposal is as follows:

- Hire safety consultant, TrueNorth, to assist in managing the safety program and training and ensure we are meeting all OSHA, state and federal guidelines in regards to monthly committee meetings, trainings, programs/policies and audits/inspections. We would commit to a 1-year contract.
- Utilize free online training resources through our workers compensation insurance carrier, IMWCA, and our property/vehicle/liability insurance carrier, ICAP.
- Utilize the department heads and the safety consultant, to assist in some on-site, hands-on training.

The City of Indianola & IMU is currently spending up to $28,000/year for safety program services. Safety consultant, TrueNorth, services would be approximately $6,300-$15,000/year. This would allow an estimated annual savings of $13,000-$21,700.

The safety committee has reviewed and tested the online training and agree that this training with some onsite, hands-on training would be beneficial and meet their needs.

This type of training will also allow the department heads and employees to plan their days and projects more accordingly instead of around pre-scheduled monthly safety training.

The safety committee has also reviewed proposals from three different safety consultants. The proposal review consisted of services provided, contract terms, cost of services, qualifications and reference checks. The committee agrees that TrueNorth would be the best consultant to help the City of Indianola and IMU improve our safety program.

The City of Indianola and IMU are currently in two different contracts with our safety program vendor. One contract will end on June 30, 2018; we will plan on finishing out that contract. The other contract requires a 120-day written cancellation notice.

The safety committee is recommending your approval to proceed with the hiring of a new safety consultant to help bring our safety program to the next level.

IMU Regular Downstairs **5.A.**

Meeting Date: 05/14/2018

Information

Subject

Consider approval of MEAN Marketing Agent Agreement

Information

In your packet is the Marketing Agent Agreement between MEAN and IMU. Highlights of the agreement include:

- The agreement shall become effective as of June 1, 2018
- Utilize Participant's Marketable Capacity
- MEAN has determined the marketing manner it will utilize for each MW of Marketable Capacity for the MISO Planning Year 2018-2019
- Each year, on or before November 1, MEAN will determine which marketing manner(s) it will utilize for each MW of Marketable Capacity for the next June 1 through May 31 planning period
- MEAN shall provide compensation to Participant as follows, subject to the provisions of the agreement:
    - For Excess Capacity, MEAN shall pay Participant at a rate equal to the lesser of (i) the MISO clearing price for Zone 3 in the MISO Planning Resource Auction, or (ii) the net revenue received from MISO for such capacity
    - For Short-term Leased Capacity, MEAN shall pay Participant $1.50/kW-mo.

Simple motion is in order.

Fiscal Impact

Attachments

Marketing Agreement

MARKETING AGENT AGREEMENT

This Marketing Agent Agreement (Agreement), dated June 1, 2018, is made and entered into by and between the Municipal Energy Agency of Nebraska (MEAN) and Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant). This Agreement is subject to the Electrical Resources Pooling Agreement (ERPA) executed as of August 14, 2006 between the parties and the Service Schedule M, Total Power Requirements Power Purchase Agreement (Schedule M Agreement) executed as of March 31, 2009 between the parties, and shall supersede and replace, effective June 1, 2018, the Agreement Regarding Generation Agent Arrangement executed as of March 25, 2013 between the parties.

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

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

WHEREAS, MEAN and Participant have entered into a Supplemental Agreement Regarding Participant-Owned Capacity effective as of April 1, 2009, as such agreement may be modified from time to time (Supplemental Agreement) under which MEAN purchases capacity from certain Participant generating units, as an exception to the Moratorium, and

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

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

Section 1. Term: This Agreement shall become effective as of June 1, 2018 and remain in effect until 11:59 PM on the last day of the annual MISO capacity period 2020-2021, at which time this Agreement shall terminate.

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

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

Section 3. Agent Designation: Participant hereby designates MEAN as Participant's exclusive agent for marketing the generating units set forth in Exhibit B (including without limitation for MEAN to perform merchant and transmission functions) as necessary or convenient for MEAN to perform its services under the terms of this Agreement. Notwithstanding the preceding, not later than September 15 for the next applicable MISO, Southwest Power Pool, Inc. (SPP) or other regional planning year, Participant may amend Exhibit B, attached hereto and made part of the Agreement, to remove units. In the event the applicable resource adequacy construct changes, Participant and MEAN agree to negotiate in good faith to modify the deadline for any changes to Exhibit B accordingly to allow MEAN sufficient time to meet planning or resource adequacy requirements. In order for MEAN to effectively provide the services listed in this Agreement, Participant agrees to provide MEAN with an original or a copy of any notices relating to services provided under this agreement that impact available capacity. In lieu of the Participant's address, all notices, invoices and correspondence concerning the above-mentioned delegated duties shall be directed to MEAN at the following address or such address as MEAN may communicate to Participant in writing from time to time:

Invoices and other Accounting-related Notices:
Contact Person: Dir. of Finance & Accounting
Telephone: (402) 474-4759 Fax: (402) 474-0473
E-mail: accounting@nmppenergy.org
Address: 8377 Glynoaks Drive
Lincoln, NE 68516

All other Notices:
Contact Person: Executive Director
Telephone: (402) 474-4759 Fax: (402) 474-0473
Address: 8377 Glynoaks Drive
Lincoln, NE 68516

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

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

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

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

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

Participant must maintain compliance with, and the operations under this Agreement are subject to, then-current policies and procedures adopted by the MEAN Board of Directors or Management Committee and all applicable laws, ordinances, orders, rules, regulations, tariffs, policies, protocols, business practices, criteria and standards (collectively referred to herein as "Governmental Standards") regarding Participant's generating units which are subject to this Agreement, including but not limited to those Governmental Standards adopted at the local, state, regional, or federal level by MISO, SPP, other Regional System, Midwest Reliability Organization (MRO), North American Electric Reliability Corporation (NERC), Federal Energy Regulatory Commission (FERC), Environmental Protection Agency (EPA), Iowa Department of Natural Resources (Iowa DNR), or other third party or governmental entity asserting jurisdiction (collectively, the Regulators). The terms and conditions stated in this Agreement are subject to modifications resulting from changes in any such Governmental Standards. Participant must promptly inform MEAN in writing in the event of Participant's noncompliance with any Governmental Standards and in writing in advance of any the implementation of any changes to the limitations on generation provided by Participant's Iowa DNR Title V Permit and any other limitations which may be imposed by the Regulators. MEAN shall have no liability for Participant's non-compliance with such Governmental Standards. Participant shall reimburse MEAN for any penalties, fines, charges, study or upgrade costs, costs of replacement capacity or other expenses (collectively, the "Damages") incurred by MEAN arising from or relating to Participant's noncompliance, Participant's failure to notify MEAN in writing in advance of the implementation of any changes to the limitations on generation described above, or arising from or relating to other actions or inaction which were solely within the control of Participant or were taken without approval of an authorized representative of MEAN, including without limitation failure to run generating unit(s) or a change of status such as suspension or retirement of unit(s). MEAN shall have no liability, and Participant shall reimburse MEAN for, any Damages incurred by MEAN resulting from or arising out of a conflict between a Regional System's Governmental

Standards and those of other Regulators or Participant's Iowa DNR Title V Permit. Further, MEAN shall have no liability in the event Participant fails to qualify for the capacity credits described in Exhibit A. Notwithstanding any other provision of this Agreement, MEAN's total liability to Participant for any loss or damage, including, but not limited to, special and/or consequential damages, arising out of or in connection with the performance of services hereunder regardless of the form of action, whether based on contract, tort, negligence, strict liability, products liability or otherwise, shall not exceed an amount equal to the greater of 1) the fee compensation (excluding amounts paid for transaction fees and charges, applicable Regional System fees and charges, taxes, and any applicable surcharges or penalties) received by MEAN from Participant under this Agreement during the preceding twelve (12) months, or 2) the amount which will make Participant whole for lost revenue (based on market price) and Regional System penalties or charges incurred by Participant due to any gross negligence or intentional misconduct by MEAN, and Participant hereby releases and will hold harmless MEAN from any liability above such amount. Participant further agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless MEAN and its officers, employees and agents from and against all claims, damages, losses and expenses, direct or indirect, or consequential damages including, but not limited to, attorney's fees arising out of or resulting from the performance of MEAN's services hereunder, except when resulting from any gross negligence or intentional misconduct by MEAN. Any fines or penalties which arise, whether charged by any of the Regulators or other third party, shall be passed through by MEAN and paid by Participant, excluding those arising out of MEAN's gross negligence.

Section 7. Force Majeure: MEAN and Participant shall not be considered to be in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed for the purposes hereof to mean storm, flood, lightning, earthquake, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor disturbance, sabotage, terrorism, war, national emergency, restraint by court or public authority, directive or other act or omission by a regional transmission organization, or other causes beyond the control of MEAN or Participant, as applicable. In the event MEAN or Participant is unable to fulfill any obligation by reason of uncontrollable forces MEAN or Participant will exercise due diligence to remove such disability with reasonable dispatch, but such obligation shall not require the settlement of a labor dispute.

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

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

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

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

Section 12. Sales to Third Parties: Subject to the Right of First Refusal in Subsection A. below and the Planning Period in Subsection B. below, Participant reserves the right to sell to another party during the term of the Agreement any and all of Participant's capacity portfolio in excess of (i) the 15,000 kW sold to MEAN under the Supplemental Agreement, (ii) any Increased Purchase sold to MEAN under Section 1.f. of the Supplemental Agreement, (iii) any capacity that has been committed to a Regional System as capacity or applied to meet MEAN's resource adequacy requirements, or that has been designated as a network resource by MEAN, for the time period of the potential sale to the third party, (iv) any capacity that has been sold to a third party by MEAN for the time period of the potential sale to the third party, (v) any capacity that has been purchased by MEAN in the performance of services under this Agreement or under any other agreement, for the time period of the potential sale to the third party, and (vi) any capacity that has been designated as Short-Term Leased Capacity under Exhibit C, for the time period of the potential sale to the third party. In addition to the advance notice required under Section 12.A, Participant shall inform MEAN of any such sales of capacity within one (1) business day of Participant's agreement to enter into the transaction. MEAN shall have no liability under this Agreement, including without limitation Section 6 or Section 10, for any sales of capacity to a third party by Participant. Any capacity sold in such manner shall automatically be deemed removed from Exhibits A and B of the Agreement for the term of such sale.

A. Right of First Refusal. In the event Participant desires to sell excess capacity and/or energy from any of the units listed on Exhibit B which are eligible for sales to third parties as described above in this Section 12, Participant shall notify MEAN in writing in advance of such sale. MEAN will have ten (10) business days from receipt of said notice from Participant to give notice to Participant that MEAN has decided to exercise its Right of First Refusal. In the event MEAN gives notice to Participant that it is not exercising its Right of First Refusal or in the event no timely notice is given by MEAN to Participant, this Right of First Refusal shall expire. In the event MEAN exercises its Right of First Refusal, (i) the proposed sale to the third party by Participant will not be consummated, and (ii) MEAN will pay Participant for such capacity at a rate that matches the rate negotiated in the proposed sale to the third party.

B. Planning Period. To facilitate compliance with Regional System deadlines for resource planning and resource adequacy, Participant acknowledges and agrees that its rights under Section 12 shall not include a sale of capacity during the planning period of September 15 through March 31 each year, unless Participant provided MEAN with written notice of such sale at least 10 business days prior to September 15 and complies with all other provisions of Section 12. In the event the applicable resource adequacy construct changes, Participant and MEAN agree to negotiate in good faith to modify this planning period limitation accordingly to allow MEAN sufficient time to meet planning and resource adequacy requirements.

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

Section 14. Metering and Equipment:

A. Participant's Lines and Equipment. MEAN reserves the right to designate the necessary equipment, pursuant to prudent utility practice, to be installed by it at or for each generation resource, and that to be installed by the Participant.

B. The right is reserved by MEAN to require that the Participant, within the Participant's own system, install and maintain in good operating condition such protective equipment at any generation resource as MEAN in its discretion may deem necessary for the protection of MEAN's equipment and service or the equipment and service of others whom it may serve at such point. However, the exercise of such right shall not render MEAN, its officers, agents or employees, liable for any loss, damage or accident resulting from defects in such installation, or the misapplication or malfunctioning of such equipment.

C. Participant's Responsibility for MEAN's Property. All meters and other facilities furnished by MEAN and installed on the Participant's property shall be and remain MEAN's property, and the right to remove, replace or repair such meters and other facilities is expressly reserved to MEAN. The Participant shall exercise due care to protect MEAN's property located on the Participant's premises, and MEAN shall exercise due care to protect the Participant's property located on MEAN's premises.

D. Right of Access. MEAN shall have access to the Participant's premises at all reasonable times for the purpose of reading meters and for testing, repairing, renewing, exchanging or removing any or all equipment installed by MEAN, and the Participant shall have similar rights of access in respect of equipment installed by the Participant on MEAN's premises.

E. All equipment and facilities furnished and installed by Participant shall be and remain the property of Participant.

[SIGNATURE PAGE FOLLOWING]

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

MUNICIPAL ENERGY AGENCY
OF NEBRASKA

By:______________________________

Title: ______________________________

Date:______________________________

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

By:______________________________

Title:______________________________

Date:______________________________

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EXHIBIT A
MONTHLY SERVICES
TO
MARKETING AGENT AGREEMENT

Issued to be effective as of June 1, 2018

Pursuant to the Marketing Agent Agreement dated June 1, 2018 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

As described in Section 2 of the Agreement, MEAN will use reasonable efforts to provide the following services to Participant beginning with the MISO Capacity Auction for MISO Planning Year 2018-2019:

1. Utilize Participant's Marketable Capacity, as that term is defined in Exhibit B, in one or more of the manners set forth below as determined by MEAN in its sole discretion, which determination may change from time to time, and will be in accordance with the following provisions and the Agreement:

    a. MEAN-leased generation (hereinafter referred to as "Short-Term Leased Capacity"), or
    b. Excess capacity (hereinafter referred to as "Excess Capacity")

2. MEAN has determined the marketing manner it will utilize for each MW of Marketable Capacity for the MISO Planning Year 2018-2019, which determination is as set forth in Exhibit C attached hereto and made part of the Agreement.

3. Each year, on or before November 1 (hereinafter referred to as the "Determination Deadline"), MEAN will determine which marketing manner(s) it will utilize for each MW of Marketable Capacity for the next June 1 through May 31 planning period and will communicate such determination in writing to Participant in the form of an updated Exhibit C. The Participant and MEAN agree to negotiate in good faith to modify the Determination Deadline as necessary to allow MEAN sufficient time to meet planning or resource adequacy requirements in the event the applicable resource adequacy construct changes.

4. MEAN shall provide compensation to Participant as follows, subject to the provisions of the Agreement:

    a. For Excess Capacity, MEAN shall pay Participant at a rate equal to the lesser of (i) the MISO clearing price for Zone 3 in the MISO Planning Resource Auction, or (ii) the net revenue received from MISO for such capacity.
    b. For Short-Term Leased Capacity, MEAN shall pay Participant $1.50/kW-mo.

5. Participant agrees that for purposes of the ERPA Policies & Procedures, Marketable Capacity will be treated as generation leased to MEAN and will be subject to the ERPA Policies & Procedures and any successor document including without limitation the exercise and capability testing requirements therein (excluding capacity compensation therein), as well as applicable MISO requirements. Compensation for energy production from such units will be at the rate determined by the MEAN Board of Directors or Management Committee from time to time for generation leased to MEAN.

6. In accordance with the ERPA Policies and Procedures, for purposes of billing under the Participant's Schedule M Agreement, MEAN will add back to the Participant's total load calculation the hourly energy production provided during generation to ensure proper billing of monthly peak demand and energy and to ensure proper reporting of network load for transmission purposes.

7. With respect to the generating units in Exhibit B to the Agreement, Participant agrees to generate up to the full extent of the generation capacity of the Marketable Capacity, in accordance with Good Utility Practice, NERC, EPA, MISO or other Regional System, or any successor requirements and industry standards, each as they may be modified from time to time, to the extent applicable to MEAN and Participant, respectively. Notwithstanding the preceding sentence, such generation shall at all times be subject to and limited by Participant's Iowa DNR Title V Permit and any other limitations which may be imposed by the Iowa DNR or the EPA. MEAN is not responsible for any Damages resulting from or arising out of changes in limitations. Participant retains responsibility for compliance with applicable environmental regulations. Participant will promptly inform MEAN of generator availability and will provide MEAN with monthly operating reports including fuel usage.

8. Participant acknowledges and agrees that MEAN has exclusive rights to all capacity credits received from MISO or other Regional System for the Marketable Capacity.

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

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

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

EXHIBIT B
APPLICABLE PARTICIPANT GENERATING UNITS
TO
MARKETING AGENT AGREEMENT

Issued to be effective as of June 1, 2018

Pursuant to the Marketing Agent Agreement dated June 1, 2018 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

UNIT ID	TYPE UNIT	NAMEPLATE CAPACITY (MW)	NET DEPENDABLE CAPACITY (MW)	FUEL USE*
Unit 7	CT	17.5		D
Unit 8	CT	20.2		D**
Total		37.7	34.5	
*D = Diesel No. 2				
**Dual fuel unit, but no natural gas source				

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

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

Marketable Capacity is defined as Total Capacity minus the sum of the following: (i) all MW leased to MEAN (currently 15 MW) under the Supplemental Agreement Regarding Participant-Owned Capacity entered into as of April 1, 2009, as such agreement may be amended from time to time, plus (ii) sales to third parties as permitted by the Agreement, plus (iii) reductions described below to Excess Capacity, as that term is defined in Exhibit A.

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

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

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

EXHIBIT C
MARKETING MANNER
TO
MARKETING AGENT AGREEMENT

Issued to be effective as of June 1, 2018

Pursuant to the Marketing Agent Agreement dated June 1, 2018 (Agreement) between the Municipal Energy Agency of Nebraska (MEAN) and the Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant):

For the MISO Planning Year 2018-2019, MEAN has determined the following marketing manner(s) for each MW of Participant's Marketable Capacity:

MISO 2018-19 Planning Year	
Short Term Leased Capacity	15 MW
Excess Capacity	4.5 MW

This Exhibit C shall be updated annually by MEAN in accordance with Exhibit A to the Agreement.

IMU Regular Downstairs **5.B.**
Meeting Date: 05/14/2018

Information

Subject

Consider approval of supplemental agreement regarding participant owned capacity between IMU and MEAN

Information

This agreement (packet) sets forth the terms and conditions under which MEAN purchases 15 MW of capacity from IMU through the term of the Service Schedule M agreement.

The agreement has been updated to list the generating units in Exhibit A of that agreement. They have also made a number of changes in an effort to conform with this arrangement to their standard practices including those in MEAN's ERPA Policies and Procedures.

Simple motion is in order

Fiscal Impact

Attachments

Agreement

5/9/18

AMENDED AND RESTATED
SUPPLEMENTAL AGREEMENT REGARDING
PARTICIPANT-OWNED CAPACITY

THIS AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT REGARDING PARTICIPANT-OWNED CAPACITY (Supplemental Agreement) is entered into to be effective as of June 1, 2018, between Municipal Energy Agency of Nebraska (MEAN) and Indianola Municipal Utilities, acting for and on behalf of the City of Indianola, Iowa (Participant), collectively referred to herein as the "Parties", and shall supersede and replace, effective June 1, 2018, that certain Supplemental Agreement Regarding Participant-Owned Capacity executed as of March 31, 2009 between the Parties.

RECITALS

A. MEAN and Participant have entered into the Electrical Resources Pooling Agreement (ERPA) dated August 14, 2006, as supplemented by the ERPA Policies & Procedures, incorporated herein by reference, as such documents may be modified from time to time.

B. MEAN and Participant have entered into Service Schedule M, a Total Power Requirements Power Purchase Agreement (Schedule M Agreement), incorporated herein by reference, with deliveries commencing April 1, 2009.

C. The ERPA Management Committee and the MEAN Board of Directors placed a moratorium on leasing any new or additional generation, effective January 20, 2005, until such time peaking capacity generation is needed.

D. The Parties have entered into a Supplemental Agreement Regarding Participant-Owned Capacity executed as of March 31, 2009 under which MEAN purchases electric capacity and energy from Participant during the term of the Schedule M Agreement as an exception to the moratorium.

E. The Parties desire to amend the terms under which MEAN will purchase electric capacity and energy from Participant during the term of the Schedule M Agreement.

In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. MEAN shall purchase electric capacity from Participant under the following terms:

   a. Initial Quantity: MEAN shall purchase 15,000 kW (15 MW) of regionally accredited capacity from Participant, which accreditation is described in Section 1.g. below, and which capacity purchase shall be from the units as set forth in Exhibit A, attached hereto and made part of this Supplemental Agreement. Such 15,000 kW (15 MW) shall include all associated energy generated at the request of MEAN by such units. Such 15,000 kW (15 MW) shall not include any required reserves.

   b. Term of Purchase: The term of purchase shall be coterminous with the Schedule M Agreement.

   c. Point of Delivery to MEAN: Indianola Municipal Utilities' interconnection(s) with the transmission system of MidAmerican Energy Company.

   d. Transmission Obligation: If necessary, MEAN shall secure the rights to and be financially obligated for all delivery costs (including ancillary services and capacity/energy losses) to transmit capacity/energy from Participant to loads beyond the Point of Delivery.

   e. Compensation: MEAN shall compensate Participant for the purchased capacity and for energy generated at the rates identified in the then-current Exhibit B, Schedule of Rates and Charges, to Service Schedule M as approved by the MEAN Board of Directors, and in the then-current ERPA Policies & Procedures. The Schedule of Rates and Charges may be modified from time to time by the MEAN Board of Directors in accordance with the Schedule M Agreement.

      Compensation to Participant by MEAN shall be by direct payment and shall be made in accordance with the then-current ERPA Policies & Procedures.

   f. Increased Capacity Purchase: In the event MEAN should desire to purchase greater than 15,000 kW (15 MW) of capacity from Participant at some point during the term of the Schedule M Agreement, Participant and MEAN shall negotiate in good faith and agree to a reasonable additional kW quantity. Unless otherwise agreed between the Parties and approved by the MEAN Board of Directors, MEAN shall compensate Participant for the additional purchased capacity and for associated energy generated by such additional capacity at the rates identified in the then-current Exhibit B, Schedule of Rates and Charges, to Service Schedule M as approved by the MEAN Board of Directors.

g. Regional Accreditation: Participant shall ensure that 15,000 kW of capacity meets the operational requirements for accreditation by the appropriate regional transmission organization (RTO) or meet the WECC Generating Unit Model Validation Policy, whichever may be applicable. MEAN shall be responsible for filing necessary paperwork and completing necessary generating unit testing in accordance with the appropriate regional accreditation filing requirements.

h. Scheduling Parameters:

   (1) Scheduling parameters shall be as set forth in the then-current ERPA Policies & Procedures.

   (2) MEAN's use of the capacity is limited to the operational limitations listed in the Participant's Iowa Department of Natural Resources (IDNR) air quality permit.

i. Except to the extent such sale may be limited by the terms of that certain Marketing Agent Agreement dated June 1, 2018 (Marketing Agreement) or any other written agreement between the Parties, Participant reserves the right to sell to a third party any and all of its capacity from the units listed in Exhibit A in excess of the sum of the following: (i) the 15,000 kW (15 MW) sold to MEAN hereunder, (ii) any increased capacity purchase hereunder, and (iii) the capacity leased to MEAN or qualified as excess capacity and committed under the Marketing Agreement.

j. As part of this Supplemental Agreement, the Parties agree that the capacity is subject to the provisions of the then-current MEAN ERPA Policies and Procedures as member generation leased to MEAN. In the event of a conflict between the terms of this Supplemental Agreement and the ERPA Policies and Procedures, the terms of this Supplemental Agreement shall control; *provided, however*, that in no event shall this Supplemental Agreement be deemed to relieve Participant from its obligation under the ERPA Policies and Procedures to maintain compliance with all applicable governmental and regulatory laws, ordinances, orders rules, tariffs, policies, protocols, business practices, criteria, standards and regulations regarding Participant's generating units including but not limited to those adopted at the local, state, regional, or federal level by an RTO/Independent System Operator, Midwest Reliability Organization (MRO), North American Electric Reliability Corporation (NERC), Federal Energy Regulatory Commission (FERC), Environmental Protection Agency (EPA), Iowa Department of Natural Resources (Iowa DNR), or other third party or governmental entity asserting jurisdiction.

2. No provision of the ERPA, the Schedule M Agreement or this Supplemental Agreement will be deemed to preclude Participant's compliance with applicable

local, state or federal requirements regarding the purchase of renewable energy. The MEAN Board of Directors shall have discretion over the method(s) to fulfill such requirements, which method(s) may include but not be limited to the following: (i) owning or purchasing a sufficient amount of renewable energy for resale to Participant, or (ii) granting Participant permission to add Participant-owned renewable energy generation to Participant's capacity portfolio.

3. It is mutually agreed and understood that the obligations imposed by the provisions of the ERPA, the Schedule M Agreement and this Supplemental Agreement are only such as are consistent with applicable state and federal law. The parties further agree that if any provision of the ERPA, the Schedule M Agreement or this Supplemental Agreement becomes in its performance inconsistent with state or federal law or is declared invalid, the Parties will in good faith negotiate to modify the agreement accordingly.

4. In no event shall this Supplemental Agreement or the obligations imposed herein be diminished or modified so as to jeopardize the effectiveness of the Schedule M Agreement as security for the payment of notes, bonds, or other evidences of indebtedness issued by MEAN.

5. This Supplemental Agreement shall be governed by the laws of the State of Nebraska.

6. This Supplemental Agreement, the Schedule M Agreement and the ERPA (including supplements and modifications to such agreements as may be approved from time to time) constitute the complete agreement of the parties relating to the matter specified in this Supplemental Agreement and supersede all prior representations or agreements, whether oral or written, with respect to such matters. No modification of this Supplemental Agreement shall be binding upon either party unless agreed to in writing and signed by both parties.

7. Limitation on Private Business Use: It is the intent of the Parties to preserve the tax-exempt status of any outstanding and future financing (including bonds, notes, or otherwise, collectively referred to herein as "Bonds") used by Participant for or in relation to the generating units the output of which is the subject of this Agreement, as set forth in Exhibit A, including any improvements thereto, (collectively, the "Participant-Owned Capacity") or which may be secured in any way by the Participant-Owned Capacity or any revenues generated therefrom (all of which shall be collectively referred to herein as the "Indianola Bonds"). Notwithstanding any other terms in this Agreement, MEAN represents and agrees that it has not entered into, nor will it enter into, any contract or other agreement that would jeopardize the tax exempt status of the Indianola Bonds (whether currently outstanding or thereafter to be issued), and it will not take any action, or fail to take any required action, that would jeopardize the tax exempt status of those bonds (whether currently outstanding or thereafter to be issued). Notwithstanding any other terms in this Agreement, if MEAN markets,

transfers or sells any capacity or energy from the Participant-Owned Capacity to a third party and the use, transfer, or sale of the capacity and/or energy creates or constitutes "private business use" under the Internal Revenue Code or regulations promulgated thereunder in an amount that would affect the eligibility of interest on the Indianola Bonds (whether then outstanding or thereafter to be issued) for Federal tax-exempt status, MEAN agrees to indemnify and hold harmless Participant from and against any and all losses, costs, liabilities, damages and expenses (including without limitation attorneys' fees and expenses and the marginal costs of the Indianola Bonds being declared taxable) of any kind incurred or suffered by Participant, as a result of or in connection with any use, transfer, sale, or resale of the capacity and/or energy.

[SIGNATURE PAGE FOLLOWING.]

The Parties have, through the authorized actions of their officers, executed this Amended and Restated Supplemental Agreement Regarding Participant-Owned Capacity.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: ____
Executive Director

Date: ______________________________________

ATTEST:

____

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

By: ____
Title:

Date: ______________________________________

ATTEST:

____

\K\MEAN\ERPA\Indianola IA\Amended and Restated Supp Agmt Regarding Capacity_final 050918.docx

EXHIBIT A
TO AMENDED AND RESTATED SUPPLEMENTAL AGREEMENT REGARDING PARTICIPANT-OWNED CAPACITY

Dated Effective as of June 1, 2018

INDIANOLA MUNICIPAL UTILITIES
GENERATING UNITS[1]

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

MEAN's payments to Participant for capacity under the Agreement will be based on the lesser of (i) 15 MW, or (ii) actual capacity accreditation for any given capacity period. Registration and capacity accreditation will not necessarily match nameplate for reasons including, but not limited to generation testing values and station service load. Nameplate capacity is listed for each generator to reference installed capacity.

When MEAN schedules capacity/energy from these units, Participant will identify the applicable cost of natural gas and diesel oil; Participant will determine the most economical fuel to be used where dual fuel units are involved.

Upon its effective date set forth above, this Exhibit A shall supersede and replace any and all prior versions of Exhibit A to the Supplemental Agreement Regarding Participant-Owned Capacity between the Parties.

This Exhibit A may be modified only in writing executed between the Parties in the event the status of any of the Participant units changes during the term of the Supplemental Agreement.

[SIGNATURE PAGE FOLLOWING.]

[1] Applicable to this Exhibit A.

The Parties have, through the authorized actions of their officers, executed this Exhibit A dated effective as of June 1, 2018 to the Amended and Restated Supplemental Agreement Regarding Participant-Owned Capacity between the Parties.

MUNICIPAL ENERGY AGENCY OF NEBRASKA

By: ______________________________

Title:

Date: ______________________________

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

By: ______________________________

Title:

Date: ______________________________

IMU Regular Downstairs **5.C.**

Meeting Date: 05/14/2018

Information

Subject

Consider approval of change order number one in an amount of ($780.00) for the 2018 Line Shop Project #4 - Overhead Doors - revised contract amount $69,675.00

Information

In your packet is change order #1 in an amount of ($780.00) for the 2018 Line Shop Project #4, Overhead Doors. The credit is for the Nema type 4 wall button $65 per operator - 12 operators = ($780.00).

Simple motion is in order.

Fiscal Impact

Attachments

Change Order

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)* Indianola Municipal Utilities 1300 East Iowa Avenue, Indianola, IA	**CONTRACT INFORMATION:** Contract For: WP04 Date: 2/26/2018	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: 5/10/2018
OWNER: *(Name and address)* Indianola Municipal Utilities 111 South Buxton, PO Box 356, Indianola, IA 50125	**ARCHITECT:** *(Name and address)* Ethos Design Group, LLC 119 Second Street, PO Box 169, Polk City, IA 502226	**CONTRACTOR:** *(Name and address)* Wayne Dalton Door 375 SE Oralabor Road, Ankeny, IA 50021

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
1) Credit for the Nema type 4 wall button $65 per operator. 12 operators = ($780)

The original Contract Sum was	$	70,455.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	70,455.00
The Contract Sum will be decreased by this Change Order in the amount of	$	780.00
The new Contract Sum including this Change Order will be	$	69,675.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	CONTRACTOR *(Firm name)*	OWNER *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

IMU Regular Downstairs **5.D.**

Meeting Date: 05/14/2018

Information

Subject

Consider approval of a handwritten warrant to MEC for installation of natural gas service at the New Electric Line Shop

Information

The Board will need to consider approval of a handwritten warrant to MEC for installation of natural gas service at the new electric line shop.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **7.A.**

Meeting Date: 05/14/2018

Information

Subject

Consider pool reimbursement for water consumption

Information

In recent years Trustees have approved a contribution of up to 1.8 million gallons of water at the government services rate ($10,782) to the Veterans Memorial Aquatic Center. Actual contribution for the 2016 season was 1.43 million gallons ($8,608) and 1.4 million gallons ($8,387) for the 2017 season.

Attached is the same request from the Municipal Building Commission for the upcoming 2018 season. The memo summarizes the improvements made over the past couple of years that have greatly decreased the amount of water needed to operate the Aquatic Center. The value of the request is again for up to 1.8 million gallons of water at the government service rate.

Jeff Lucas with Indianola Parks and Recreation will be at the meeting to present the request in person.

Simple motion is in order.

Fiscal Impact

Attachments

Pool Request

CITY OF
INDIANOLA
EST. 1849

PARKS AND RECREATION

TO: IMU Board of Trustees, Tom Gaffigan, IMU General Manager

FROM: Jeff Lucas, City of Indianola Recreation Superintendent

RE: Veterans Memorial Aquatic Center – 2018 Water Waiver/Donation

DATE: May 1, 2018

I am writing on behalf of the Memorial Building Commission, which oversees operation of Veterans Memorial Aquatic Center. Veterans Memorial Aquatic Center (VMAC) is requesting approval from the IMU Board of Trustees for a service/usage waiver for the 2018 season. More specifically, VMAC is requesting waived service fees not to exceed 1.8 million gallons of water usage.

1.8 million gallons represents a warm, busy, and leak-free season. If usage exceeds 1.8 million gallons, VMAC expects to be billed for any additional usage. For reference, last season (2017) VMAC was approved for a 1.8 million gallon waiver, usage was 1.4 million gallons, and the total waiver/donation amount was $8,387.

Much repair work has been done to conserve our water usage and reduce leakage. In fall 2017, the entire shallow pool was reconstructed at a cost of $148,000. Additionally, the entire large pool was re-caulked in spring 2018, at a cost of $4,950.

All told, the City has invested $220,000 to repair, rebuild, recoat, and re-caulk the pool basins in the past three years. For additional reference, a normal waiver request before the repair work took place was 2.3 million gallons, demonstrating our responsibility to conserve and limit our water usage. I hope you will again consider our facility for the waiver of usage. On behalf of the Memorial Building Commission, thank you for your consideration and support.

2204 West 2nd Avenue • Indianola, Iowa 50125 • Phone: (515) 961-9420 • indianolaiowa.gov

IMU Regular Downstairs **7.B.**
Meeting Date: 05/14/2018

Information

Subject
Consider project acceptance and four year maintenance bond for Prairie Glynn Plat 1

Information
In your packet is the four year water maintenance bond for Prairie Glynn Plat 1.

Simple motion is in order to accept the project and approve the maintenance bond.

Fiscal Impact

Attachments

Maintenance Bond

MERCHANTS
BONDING COMPANY™

Merchants National Bonding, Inc. P.O. Box 14498, Des Moines, Iowa 50306-3498
Phone: (800) 678-8171 Fax: (515) 243-3854

MAINTENANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. NIA2210

That Gator Excavating, Inc. of 3100 SE Miehe Drive, Grimes, IA 50111 as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto the City of Indianola City of Indianola in the penal sum of Four Hundred Five Thousand Five Hundred Eighty Dollars and 50/100 ($405,580.50) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 23rd day of August, 2017.

WHEREAS, the Principal entered into a certain contract, dated the 25th day of April, 2017, with the Diligent Development

to furnish all the material and labor necessary for the construction of

Prairie Glynn Plat 1; Sanitary Sewer, Water Main & Storm Sewer

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the Principal should furnish a bond of indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in said work within a period of four years from the date of acceptance of the work under said contract; and

WHEREAS, the above work has been completed and accepted and if not accepted will be automatically accepted upon the filing of this maintenance bond; and

WHEREAS, the Merchants National Bonding, Inc. for valuable consideration, has agreed to join with said Principal in such bond or guarantee, indemnifying said City of Indianola as aforesaid;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said work, within the period of four years from the date of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be null and void; otherwise to be and remain in full force and virtue in law.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be obligated only to assure the maintenance of the work in the condition in which it existed at the time the work was accepted. Any obligation beyond this shall be that of only the Principal.

Gator Excavating, Inc.
Principal

By

Approved ____________________

By ____________________

Merchants National Bonding, Inc

By Abigail R. Mohr, Attorney-in-Fact

MERCHANTS NATIONAL BONDING, INC. INCORPORATED 2003

CON 0304 (2/15)

MERCHANTS
BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: NIA2210
Principal: Gator Excavating, Inc.
Obligee: City of Indianola

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of August, 2017.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 23rd day of August, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA
ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of August, 2017.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

IMU Regular Downstairs **9.A.**

Meeting Date: 05/14/2018

Information

Subject

Consider approval to purchase AdGorilla Equipment

Information

Consider the purchase of ad insertion hardware and software from AdGorilla in the amount of $48,000. This system will allow IMU to insert local commercials into our video stream. This will provide a source of revenue for IMU as well as eliminating any local Cedar Falls commercials that would otherwise be sent. IMU is planning on using ICAN (Independent Cable Advertising Network) to market and place the actual ads. This is a budgeted expense in the 18/19 Capital Budget and was projected to cost $55,000.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **9.B.**

Meeting Date: 05/14/2018

Information

Subject

Consider quote for INCA equipment

Information

Consider the purchase INCA video processing gear with support, licensing and spares in the amount of $50,328.40. The INCA equipment processes the local over the air channels and converts them to a digital signal that will then be sent to CFU to be inserted in the multicast IPTV stream. This is an anticipated expense and will be funded from the 2017A Capital Equipment bond proceeds.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **11.A.**

Meeting Date: 05/14/2018

Information

Subject

Public hearing regarding the FY 2018 budget amendment

Information

Trustees adopted the FY 2018 budget this past February. That budget also contained the re-estimated amounts for the current fiscal year ending June 30, 2018. State code requires cities to amend their budgets if actual expenses exceed those re-estimates. The Board Chairperson opens the public hearing, receives comments from both the public and Trustees, and then closes the public hearing.

The required notice of this hearing (attached) was published May 2, 2018. No written comments have been received.

Fiscal Impact

Attachments

PH Budget Amendment

NOTICE OF PUBLIC HEARING
Budget Amendment

Indianola Municipal Utilities
(Name of Enterprise)

The IMU Board of Trustees (Governing Board) will conduct a public hearing to amend the Fiscal (specify fiscal or calendar) year 2018 (yyyy) budget at Indianola City Hall, Council Chambers on 5/14/2018 (mm/dd/yy), beginning at 5:30 (h:mm) o'clock PM (AM/PM). The Budget Estimate Summary of proposed revenues and expenditures is shown below. Copies of the *detailed* proposed budget may be obtained or viewed at the office of the City Clerk and Utility Finance Officer and at the city library. At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

4-26-18 (Date) Diana Bowles (Signature) Secretary

		Budget as certified or last amended	Current Amendment	Budget after Current Amended
	(specify budget years)	2018	2018	2018
Revenues & Other Financing Sources		(xxxx)	(xxxx)	(xxxx)
Use of money and property		489,100	152,600	641,700
Charges for services		17,600,900	271,200	17,872,100
Miscellaneous		477,000	13,650	490,650
Other Financing Sources		2,578,700	10,706,500	13,285,200
Total Revenues & Financing Sources		21,145,700	11,143,950	32,289,650
Expenditures & Transfers Out				
Expenditures		17,313,825	11,418,205	28,732,030
Transfers Out		4,210,900	-2,571,400	1,639,500
Total Expenditures & Transfers Out		21,524,725	8,846,805	30,371,530
Excess of Revenues & Other Sources (+) (-) Expenditures & Transfers Out		-379,025		1,918,120
Beginning Fund Balance	July 1 (month)	6,971,317		6,971,317
Ending Fund Balance	June 30 (month)	6,592,292		8,889,437

IW-9000625067

☐ PROOF O.K. BY: ______________________ ☐ O.K. WITH CORRECTIONS BY: ______________________

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: INDIANOLA
SALES PERSON: EMMA VAN DYKE
PUBLICATION: IW-HERALD AND INDY TRIB
SIZE: 3 col X 5 in

PROOF CREATED AT: 4/26/2018 3:21 PM
PROOF DUE: -
NEXT RUN DATE: 05/02/18

IW-9000625067.INDD

IMU Regular Downstairs **11.A.1.**
Meeting Date: 05/14/2018

Information

Subject
Resolution approving the FY 2018 budget amendment

Information
After the public hearing is closed, Trustees should consider the attached FY 2018 Budget Amendment and Certification Resolution.

Roll call is in order.

Fiscal Impact

Attachments

Resolution
Information

RESOLUTION 2018-_____

RESOLUTION AMENDING THE ANNUAL BUDGET
FOR FISCAL YEAR ENDING JUNE 30, 2018

BE IT RESOLVED BY THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, IOWA:

The annual budget for the fiscal year ending June 30, 2018 as set forth in the Budget Summary Certificate and in the detail budget in support thereof showing the revenue estimates and appropriations expenditures and allocations to program and activities for said fiscal year is hereby amended, the IMU Finance Director is directed to make the filings required by law and set up his/her books in accordance with the summary and details as adopted.

Passed and approved on 14th day of May, 2018.

____
Adam Voigts, Chairperson

ATTEST:

____
Diana Bowlin, City Clerk

IMU Board of Trustees
Fund Summary

	July 1, 2017 Beginning Balance	FY '18 Re-Estimated Revenue	FY '18 Re-Estimated Expenditures	June 30, 2018 Ending Balance	FY '19 Budgeted Revenue	FY '19 Budgeted Expenditures	June 30, 2019 Ending Balance
Total Electric Utility	$ 7,192,787	$ 24,550,150	$ 22,790,155	$ 8,952,782	$ 18,461,100	$ 21,291,558	$ 6,122,324
Total Water Utility	$ 1,593,615	$ 3,357,300	$ 3,222,475	$ 1,728,440	$ 3,380,100	$ 3,413,450	$ 1,695,090
Communications Utility							
640 Fiber	$ 263,472	$ 3,820,000	$ 3,796,800	$ 286,672	$ 4,484,200	$ 4,398,025	$ 372,847
IMU Administration							
620 Administration	$ -	$ 562,100	$ 562,100	$ -	$ 722,700	$ 722,700	$ -
855 Insurance Reserve	$ 13,373	$ 100	$ -	$ 13,473	$ -	$ -	$ 13,473
Total IMU Board of Trustees	$ 9,063,248	$ 32,289,650	$ 30,371,530	$ 10,981,368	$ 27,048,100	$ 29,825,733	$ 8,203,735

Electric Utility
Fund Summary

	July 1, 2017 Beginning Balance	FY '18 Re-Estimated Revenue	FY '18 Re-Estimated Expenditures	June 30, 2018 Ending Balance	FY '19 Budgeted Revenue	FY '19 Budgeted Expenditures	June 30, 2019 Ending Balance
Electric Utility:							
630 Electric O&M	$ 2,464,062	$ 15,324,450	$ 16,003,855	$ 1,784,657	$ 16,146,400	$ 16,632,558	$ 1,298,499
730 Electric Capital	$ 3,991,763	$ 8,191,300	$ 5,751,900	$ 6,431,163	$ 1,181,200	$ 3,525,500	$ 4,086,863
793 Electric Rev. Bonds	$ 253,559	$ 1,034,400	$ 1,034,400	$ 253,559	$ 1,133,500	$ 1,133,500	$ 253,559
625 (& 626) RLF	$ 483,402	$ -	$ -	$ 483,402	$ -	$ -	$ 483,402
Total Electric Utility	$ 7,192,787	$ 24,550,150	$ 22,790,155	$ 8,952,782	$ 18,461,100	$ 21,291,558	$ 6,122,324

Water Utility
Fund Summary

	July 1, 2017 Beginning Balance	FY '18 Re-Estimated Revenue	FY '18 Re-Estimated Expenditures	June 30, 2018 Ending Balance	FY '19 Budgeted Revenue	FY '19 Budgeted Expenditures	June 30, 2019 Ending Balance
Water Utility:							
600 Water O&M	$ 248,086	$ 2,580,900	$ 2,466,075	$ 362,911	$ 2,521,100	$ 2,574,450	$ 309,561
700 Water Capital	$ 1,270,529	$ 620,000	$ 600,000	$ 1,290,529	$ 805,000	$ 785,000	$ 1,310,529
790 Water Rev. Bonds	$ -	$ 156,400	$ 156,400	$ -	$ 54,000	$ 54,000	$ -
780 Water Impr. Reserves	$ 75,000	$ -	$ -	$ 75,000	$ -	$ -	$ 75,000
Total Water Utility	$ 1,593,615	$ 3,357,300	$ 3,222,475	$ 1,728,440	$ 3,380,100	$ 3,413,450	$ 1,695,090

Communications Utility
Fund Summary

	July 1, 2017 Beginning Balance	FY '18 Re-Estimated Revenue	FY '18 Re-Estimated Expenditures	June 30, 2018 Ending Balance	FY '19 Budgeted Revenue	FY '19 Budgeted Expenditures	June 30, 2019 Ending Balance
Comm Utility:							
640 Comm O&M	$ 263,472	$ 920,000	$ 920,800	$ 262,672	$ 2,672,500	$ 2,612,700	$ 322,472
740 Comm Capital	$ -	$ 2,900,000	$ 2,876,000	$ 24,000	$ 1,700,000	$ 1,673,625	$ 50,375
Comm Rev. Bonds	$ -	$ -	$ -	$ -	$ 111,700	$ 111,700	$ -
Total Comm Utility	$ 263,472	$ 3,820,000	$ 3,796,800	$ 286,672	$ 4,484,200	$ 4,398,025	$ 372,847

IMU Regular Downstairs **11.B.**

Meeting Date: 05/14/2018

Information

Subject

Consider termination of the 28E Agreement creating the IMU Partners

Information

Simple motion terminating the 28E Agreement (packet) creating the IMU Partners is in order.

Fiscal Impact

Attachments

28E Agreement

AGREEMENT UNDER
IOWA CODE CHAPTER 28E CREATING IMU
PARTNERS AS A SEPARATE LEGAL ENTITY

BE IT REMEMBERED that for the mutual promises, covenants and considerations herein contained, the City of Indianola acting through the Board of Trustees of the Indianola Municipal Utilities Communications Utility and Indianola Municipal Electric Utility, (collectively, "IMU"), Indianola Development Association ("IDA") and MCG of Oskaloosa ("MCG") as organizers of IMU Partners pursuant to Iowa Code chapter 28E have entered into the following Agreement to wit:

1. The purpose of this Agreement is to establish "IMU Partners" as a separate legal entity, which by this Agreement is hereby created. IMU Partners under this Agreement shall promote the use and expansion of the IMU communication system and utility services in a responsible manner, enhance growth of local businesses and other entities utilizing IMU's capacities, and develop new utility partners, all in accord with the public purposes of IMU.

2. Except as otherwise provided herein, IMU Partners shall function and operate as a limited liability company pursuant to Iowa Code chapter 489. In the event of any conflict between chapter 489 and this Agreement, this Agreement shall control. IMU Partners will not seek any certificate of organization and this Agreement shall serve as IMU Partners' operating agreement. IMU Partners is and shall function as a body politic in accord with Iowa law.

3. All powers of IMU Partners are vested in its Board of Directors which, except as provided in this section, shall consist of seven people, four appointed by the IMU Board of Trustees, two appointed by the executive committee of Musco Sports Lighting LLC, on behalf of MCG and one appointed by the Board of Directors of IDA. All members of the Board of Directors once selected shall serve at the pleasure of the entity which selected them.

4. The Board of Directors shall establish by-laws for its own governance and that of IMU Partners. The by-laws shall establish the officers of IMU Partners, their means of election and tenure in office.

5. The Board of Directors shall establish the policies of IMU Partners and govern the operations of IMU Partners. The Board of Directors has the power to employ a director and such full and part-time employees, engineers, attorneys, accountants, consultants and other persons as may be necessary. IMU Partners' Board of Directors is empowered and authorized to maintain operations and carry out functions of IMU Partners, acquire and hold in the name of IMU Partners real, personal, mixed, tangible and intangible property, including any necessary equipment, vehicles or supplies, and to dispose of such property; enter into contracts to make

public improvements as provided by Iowa Code chapter 26 necessary to carry out the IMU Partners' purposes and make emergency repairs under Iowa Code section 384.103(2); receive, accept and expend funds from the United States, State of Iowa, any local government, public or private entity or person; and expend or invest money as needed to carry out this Agreement provided, however, that all investments shall strictly comply with the provisions of Iowa Code sections 12B.10 and 12B.10A through 12B.10C and other applicable law.

6. Any indebtedness incurred by IMU Partners shall be solely the obligation of IMU Partners and not the obligation or debt of any Member, unless, and only to the extent a Member agrees to accept, pay or guarantee a debt or other obligation of IMU Partners.

7. In addition to other powers herein contained the Board of Directors may fix fees, charges and rates for IMU Partners' services, establish such funds as are necessary or convenient for operations, provide for periodic audits of funds, and establish an annual budget using the same fiscal year as is used by IMU. The Board of Directors may also establish by resolution adopted by an affirmative vote of 6/7 of the Board of Directors dues for members and distribute earned amounts to members. Any rates or charges established shall be published in accord with Iowa Code §384.84(1).

8. The IDA is granted a right of first refusal to enter into a management agreement to coordinate an auxiliary membership program for its members that chose to participate, as a group, with IMU Partners towards a common purpose. The IDA will have forfeited this right for any fiscal year if mutual agreement on the terms and conditions of a management agreement cannot be reached within 90 days of the date of the formation of the IMU Partners or within 90 days from the beginning of any fiscal year.

9. In consideration of this Agreement and to further the purposes of IMU Partners, MCG hereby grants IMU Partners the exclusive right to provide the following auxiliary services under its IMU license within the service area of IMU: production and distribution of locally-produced television channels within the City of Indianola, sales of advertising on television channels within the City of Indianola, sales of advertising on mutual channels targeted to the Indianola market by businesses located within the City of Indianola, home security services, cloud based data storage and computer applications, video on demand, over the top video, other video streaming services, services related to utility metering, utility load management or demand side management of utility services, and such other or additional services as MCG and IMU Partners may agree, provided the rights granted are limited to services provided under the IMU license which have been approved by the IMU Partners Board of Directors and further provided that no service which is deemed obsolete or inconsistent with other services shall be required to be provided. MCG shall have the right to offer any service provided under the IMU license upon

receiving written consent setting terms and conditions from IMU Partners. MCG shall provide upon request any necessary documentation memorializing the grant herein made.

10. MCG is granted a right of first refusal to enter into a use agreement with IMU Partners for use of MCG facilities by IMU Partners. MCG will have forfeited this right for any fiscal year if mutual agreement on the terms and conditions of a use agreement cannot be reached within 90 days of the date of the formation of the IMU Partners or within 90 days from the beginning of any fiscal year. Nothing in this paragraph shall preclude IMU Partners and MCG utilizing paragraph 13 of this Agreement to make agreements upon any subject.

11. In consideration of this Agreement and to further the purposes of IMU Partners, IMU hereby grants IMU Partners the right to provide services on IMU Communication System under license with IMU. This grant, however, is limited to subscription based video services, auxiliary services and data transmission services all subject to the reasonable terms of IMU's Rules & Regulations. IMU shall provide upon request any necessary documentation memorializing the grant herein made.

12. IMU is granted a right of first refusal to enter into a lease or other agreement under which IMU Partners may be provided offices, showrooms, reception areas or other spaces for its use with or without associated office equipment. IMU will have forfeited this right for any fiscal year if mutual agreement on the terms and conditions of a use agreement cannot be reached within 90 days of the date of the formation of the IMU Partners or within 90 days from the beginning of any fiscal year. Nothing in this paragraph shall preclude IMU Partners and MCG utilizing paragraph 13 of this Agreement to make agreements upon any subject.

13. The Members of the IMU Partners are IMU, IDA and MCG. The Board of Directors may, except to the extent otherwise limited by this Agreement, contract for services with any Member. The Board of Directors may provide by Agreement with Members of IMU Partners for participation in IMU Partners' systems and services by non-members.

14. This Agreement shall terminate on the fifth anniversary of the signature of the last Member to agree to its terms, provided this Agreement may be extended for additional terms of five years upon the agreement of all Members.

15. Paragraph 15 hereof notwithstanding this Agreement shall terminate 90 days after notice of intent to terminate is given by any Member. This Agreement shall also terminate if MCG does not possess a valid license to operate on the IMU communications system.

16. Upon termination of this Agreement for any reason, all funds and other assets of IMU Partners will become the sole and exclusive property of IMU.

17. This is the entire Agreement of the Parties. It may not be changed or modified except by written amendment adopted as provided as provided by law.

18. This Agreement supersedes any prior understanding or agreements with regard to the subject matter hereof.

Patrick Reding, IMU Chairperson Date

Frank Hansen, MCG Date

Terry Pauling, IDA Chairperson Date

00886507-1\10616-000

IMU Regular Downstairs **11.C.**
Meeting Date: 05/14/2018

Information

Subject
Resolution certifying banking authority

Information
Banks require a governing body to authorize, by resolution, signors on bank accounts (packet). Chris Longer, Finance Director, will be designated as the Trustee's signor for the following banks:

Bankers Trust, Des Moines, Iowa
City State Bank, Indianola, Iowa
Tru Bank, Indianola, Iowa
Wells Fargo Bank, Indianola, Iowa
Peoples Bank, Indianola, Iowa
Regions Bank, Indianola, Iowa
Bank of the West, Indianola, Iowa

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-____
RESOLUTION CERTIFYING BANKING AUTHORITY

WHEREAS, Chris Longer has been duly appointed as Finance Director of the Indianola Municipal Utilities; and

WHEREAS, Chris Longer has banking duties on behalf of the Indianola Municipal Utilities;

THEREFORE, BE IT RESOLVED by the IMU Board of Trustees of the Indianola Municipal Utilities that Chris Longer is hereby authorized to:

a. Act for and on behalf of the Indianola Municipal Utilities to carry out and perform transactions under the terms and conditions of the banking agreements in force by the Indianola Municipal Utilities and is authorized and empowered to execute such other agreements and to perform such other acts as deemed reasonably necessary to carry out the provisions of the banking agreement.
b. Sign any item that draws on the Indianola Municipal Utility bank accounts.
c. Endorse all checks, drafts, notes and other items payable to or owned by the Indianola Municipal Utilities for deposit or for collection or discount by the bank; and to accept drafts and other items payable at the bank.

This authority is subject to limitations set forth in the Investment Policy, Depository Resolution, and any other state or federal law, and ordinance, resolution, or policy adopted by the Indianola Municipal Utilities.

Adopted this 14th day of May, 2018.

____
Adam Voigts, Chairperson

ATTEST:

____
Diana Bowlin, City Clerk

IMU Regular Downstairs **13.A.**

Meeting Date: 05/14/2018

Information

Subject

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

Information

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

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **13.B.**

Meeting Date: 05/14/2018

Information

Subject

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

Information

Fiscal Impact

Attachments

No file(s) attached.