IMU Board of Trustees of the
Electric, Water and Communications Utilities
July 10, 2017
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 June 28 and July 3, 2017

   B. Minutes from June 26, 2017

5. Electric Utility Action Items

   A. Consider setting July 24, 2017 as a public hearing to set electric rates

6. Electric Utility Informational Items

7. Water Utility Informational Items

8. Communications Utility Action Items

   A. Consider approval of the S&P Engagement letter for the Electric Revenue Capital Loan Notes, Series 2017C

   B. Consider agreement between IMU and Unite Private Networks, LLC for Dark Fiber

   C. Discussion regarding fiber web site

9. Communications Utility Informational Items

A. Receive report from Smart Source Consulting - Curtis Dean

10. Combined Electric, Water and Communications Utilities Informational Items

11. Other Business

12. Adjourn

IMU Regular Downstairs **4.A.**

Meeting Date: 07/10/2017

Information

Subject

Claims list for June 28 and July 3, 2017

Information

Fiscal Impact

Attachments

Claims June 28, 2017

Claims July 3, 2017

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
ACCO UNLIMITED CORP.	600-8110-65010	LIQUID CHLORINE	06/12/2017	1,393.00
CHEMTREAT INC	600-8110-65010	CHEMICALS	06/07/2017	1,236.90
DUST PROS JANITORIAL	600-8120-64090	MAY SCRUB & BUFF	05/22/2017	180.00
DUST PROS JANITORIAL	600-8120-65070	SUPPLIES	06/05/2017	39.75
DUST PROS JANITORIAL	600-8120-64090	JUNE SCRUB & BUFF	06/11/2017	180.00
DUST PROS JANITORIAL	600-8120-65070	TWO PLY ROLL TOWELS	06/11/2017	34.50
ELBERT, LOUIS	600-8110-62100	MEALS - AWWA CONFERENCE	06/15/2017	94.65
ELBERT, LOUIS	600-8110-62100	BAGGAGE & TAXI - AWWA CONFERENCE	06/15/2017	59.86
ELBERT, LOUIS	600-8110-62100	LODGING - AWWA CONFERENCE	06/15/2017	1,287.75
GRAYMONT WESTERN LIME IN	600-8110-65010	QUICKLIME	06/06/2017	4,379.17
IOWA ASSOC OF MUN UTILITIE	600-8192-64990	SAFETY CONSULTING - MAY 2017	05/31/2017	215.14
IOWA ASSOC OF MUN UTILITIE	600-8120-63100	MOCK OSHA WALK THROUGH, WATER	05/31/2017	352.00
ITRON INC.	600-8170-64990	QUARTERLY SUPPORT, JULY - SEPT 2017	06/11/2017	581.30
MUNICIPAL SUPPLY INC	600-8150-63453	MATERIALS	06/08/2017	1,878.20
MUNICIPAL SUPPLY INC	600-8150-65072	MATERIALS	06/15/2017	203.00
RECORD-HERALD & INDIANOL	600-8190-64020	BT MIN-04	05/31/2017	22.89
RECORD-HERALD & INDIANOL	600-8190-64020	BT MIN-05	05/31/2017	45.33
RECORD-HERALD & INDIANOL	600-8190-64020	CC MIN-05	05/31/2017	30.18
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	06/12/2017	175.00
UNUM LIFE INSURANCE CO OF	600-8180-61550	LIFE, AD&D AND LTD INSURANCE	06/12/2017	154.20
UNUM LIFE INSURANCE CO OF	600-8180-61550	LIFE, AD&D AND LTD INSURANCE	05/12/2017	154.20
VESSCO INC	600-8120-63410	SOLENOID VALVE	06/19/2017	255.20
Total WATER OPERATING FUND:				12,952.22
IMU ADMINISTRATION FUND				
INFOMAX OFFICE SYSTEMS IN	620-8091-64990	SAVIN - MP C3004, IMU ADMIN	06/06/2017	279.13
NOLASOFT DEVELOPMENT	620-8091-64990	JULY - OCT 2017 WEBSITE HOSTING	06/17/2017	120.00
Total IMU ADMINISTRATION FUND:				399.13
ELECTRIC OPERATING FUND				
CITY OF INDIANOLA - REBATE	630-8290-67306	AC REBATE	06/15/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	06/12/2017	200.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	06/07/2017	150.00
DITCH WITCH - IOWA INC	630-8250-65072	LOCATOR CLAMP	06/22/2017	538.89
EDWARDS, NATHAN	630-8280-61440	WELLNESS - JUNE	06/12/2017	25.00
ELECTRICAL ENG & EQUIP	630-8220-65072	LED BULBS	06/08/2017	179.76
HOFFMAN COMMUNICATIONS	630-8250-65072	INSTALL CONDUITS ON SOUTH 'K'	06/17/2017	2,180.00
IOWA ASSOC OF MUN UTILITIE	630-8292-64990	SAFETY CONSULTING - MAY 2017	05/31/2017	215.11
IOWA ASSOC OF MUN UTILITIE	630-8255-63100	MOCK OSHA WALK THROUGH, LINE SHOP	05/31/2017	308.00
IOWA ASSOC OF MUN UTILITIE	630-8220-63100	MOCK OSHA WALK THROUGH, SUBSTATIONS/PLANT	05/31/2017	308.00
ITRON INC.	630-8270-64990	QUARTERLY SUPPORT, JULY - SEPT 2017	06/11/2017	581.30
MC COY HARDWARE INC	630-8250-65072	BATTERY	05/19/2017	12.51
RECORD-HERALD & INDIANOL	630-8190-64020	BT MIN-04	05/31/2017	86.72
RECORD-HERALD & INDIANOL	630-8190-64020	BT MIN-05	05/31/2017	171.77
RECORD-HERALD & INDIANOL	630-8190-64020	CC MIN-05	05/31/2017	114.38
SD MYERS LLC	630-8220-65072	FILTER FOR DRYMAX	06/16/2017	96.30
STAUDE TRENCHING	630-8250-65072	REPAIR HIT TILE AT 1515 W SALEM	06/19/2017	600.00
STUART C. IRBY CO	630-8250-65072	POLECRETE STABILIZER	06/07/2017	44.94
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	06/12/2017	437.78
UNUM LIFE INSURANCE CO OF	630-8280-61550	LIFE, AD&D AND LTD INSURANCE	06/12/2017	355.42
UNUM LIFE INSURANCE CO OF	630-8280-61550	LIFE, AD&D AND LTD INSURANCE	05/12/2017	355.42
Total ELECTRIC OPERATING FUND:				7,061.30

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
FIBER/COMMUNICATIONS FUND				
IND CHAMBER OF COMMERCE	640-8550-65990	2017 GOLF CLASSIC REGISTRATION	06/14/2017	250.00
RECORD-HERALD & INDIANOL	640-8590-64020	BT MIN-05	05/31/2017	21.48
RECORD-HERALD & INDIANOL	640-8590-64020	CC MIN-05	05/31/2017	14.30
RECORD-HERALD & INDIANOL	640-8590-64020	PH CAPITAL LOAN NOTES	05/31/2017	46.50
RECORD-HERALD & INDIANOL	640-8590-64020	PH CAPITAL LOAN NOTES	05/31/2017	44.09
RECORD-HERALD & INDIANOL	640-8590-64020	BT MIN-04	05/31/2017	10.84
U.S. CELLULAR	640-8550-63730	CELL PHONE	06/12/2017	28.07
UNUM LIFE INSURANCE CO OF	640-8590-61550	LIFE, AD&D AND LTD INSURANCE	06/12/2017	8.20
UNUM LIFE INSURANCE CO OF	640-8590-61550	LIFE, AD&D AND LTD INSURANCE	05/12/2017	8.20
Total FIBER/COMMUNICATIONS FUND:				431.68
WATER CAPITAL PROJECTS FUND				
NORTHWAY WELL & PUMP CO.	700-8100-67403	WELL 11 LOANER	05/31/2017	31,875.00
Total WATER CAPITAL PROJECTS FUND:				31,875.00
ELECTRIC CAPITAL PROJECTS FUND				
CR SERVICES	730-8200-67906	LEATHER GLOVES	06/19/2017	225.66
ELECTRICAL ENG & EQUIP	730-8200-67906	2" PVC CONDUIT	06/06/2017	1,553.63
ELECTRICAL ENG & EQUIP	730-8200-67906	2" PVC CONDUIT	06/13/2017	1,612.25
KRIZ-DAVIS COMPANY	730-8200-67906	CT'S	06/16/2017	210.15
METERING & TECHNOLOGY SO	730-8200-67906	FORM 2S ELECTRIC METERS	06/09/2017	6,329.45
OSI INC	730-8200-67245	VOYAGER WORKSTATION	06/26/2017	6,871.54
WESCO	730-8200-67906	POLE TOP BRACKETS	05/12/2017	147.87
WESCO	730-8200-67906	RED LOCATE PAINT	06/05/2017	155.62
WESCO	730-8200-67906	SHRINK TUBE	06/09/2017	205.98
WESCO	730-8200-67906	ELECTRIC CONTACT PASTE	06/09/2017	99.00
WESCO	730-8200-67906	5/8" EYE NUTS	06/13/2017	87.74
Total ELECTRIC CAPITAL PROJECTS FUND:				17,498.89
CASH ALLOCATION FUND				
KAYTIE CHAPMAN & JOHNATH	999-0000-11005	REFUND CREDIT ON ACCOUNT	06/26/2017	147.16
Total CASH ALLOCATION FUND:				147.16
Grand Totals:				70,365.38

Board of Trustees: ____

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Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
DES MOINES AREA COMM COL	600-8110-62300	ANKENY WATER CONFERENCE	06/28/2017	150.00
IA COMMUNITIES ASSURANCE	600-8180-64081	AUTO	06/28/2017	407.82
IA COMMUNITIES ASSURANCE	600-8180-64082	LIABILITY	06/28/2017	4,002.15
IA COMMUNITIES ASSURANCE	600-8180-64083	PROPERTY	06/28/2017	10,265.65
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - MAY (WELL KWH & TRANS)	06/13/2017	432.21
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	06/28/2017	15.84
THEISEN'S	600-8120-65070	SUPPLIES	06/25/2017	27.97
Total WATER OPERATING FUND:				15,301.64
IMU ADMINISTRATION FUND				
IA COMMUNITIES ASSURANCE	620-8080-64082	LIABILITY	06/28/2017	2,222.97
Total IMU ADMINISTRATION FUND:				2,222.97
ELECTRIC OPERATING FUND				
IA COMMUNITIES ASSURANCE	630-8280-64081	AUTO	06/28/2017	2,096.83
IA COMMUNITIES ASSURANCE	630-8280-64082	LIABILITY	06/28/2017	14,786.12
IA COMMUNITIES ASSURANCE	630-8280-64083	PROPERTY	06/28/2017	45,203.04
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - MAY (NET ELECTRIC)	06/13/2017	388,174.03
MUNICIPAL ENERGY AGENCY	630-8230-63990	CONTRACTED WIND - MAY	06/13/2017	20,706.00
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - MAY	06/13/2017	7,272.93-
MUNICIPAL ENERGY AGENCY	630-8230-63991	FIXED COST RECOVERY CHARGE	06/13/2017	327,114.00
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION/ADJUSTMENT - MAY	06/13/2017	64,805.20
MUNICIPAL ENERGY AGENCY	630-8230-63990	LANDFILL GAS ATTRIBUTES - MAY	06/13/2017	13,260.00
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE	06/05/2017	5,141.54
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	06/28/2017	60.00
Total ELECTRIC OPERATING FUND:				874,073.83
FIBER/COMMUNICATIONS FUND				
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	06/28/2017	7.50
Total FIBER/COMMUNICATIONS FUND:				7.50
ELECTRIC CAPITAL PROJECTS FUND				
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69KV 30.9 CREDIT/ADMIN FEE - MAY	06/13/2017	29,091.74-
WESCO	730-8200-67906	PVC GLUE - TRANSFORMER BASEMENTS	06/22/2017	4,111.31
Total ELECTRIC CAPITAL PROJECTS FUND:				24,980.43-
Grand Totals:				866,625.51

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: 07/10/2017

Information

Subject

Minutes from June 26, 2017

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – JUNE 26, 2017

The Board of Trustees met in regular session at 5:30 p.m. on June 26, 2017 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, Mike Rozga, Adam Voigts and Deb White. Absent: Lesley Forbush.

Board member Forbush arrived at the meeting.

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

Claims list for June 19, 2017

Minutes from June 12, 2017

Salaries – Jacob Harman, Apprentice Line Mechanic, Range 23-1 $48,857/year effective July 5, 2017

The May 2017 Treasurer and Financial reports

Electric Utility Informational Items–Electric Superintendent Mike Metcalf presented information regarding the electric utility.

Water Utility Informational Items–Lou Elbert, Water Superintendent, presented information regarding the water utility.

Communications Utility Action Items-Mike Maloney, DA Davidson, updated the Board on the Fiber Project Financing.

Board Member White introduced the following Resolution entitled "RESOLUTION FIXING DATE (July 24, 2017) FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $9,900,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C, OF THE CITY OF INDIANOLA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member Rozga seconded the motion to adopt. The roll was called and the vote was, AYES: Voigts, Rozga, McClymond, Forbush and White. NAYS: None. Whereupon, the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION NO. 2017-191
RESOLUTION FIXING DATE (July 24, 2017) FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED $9,900,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C, OF THE CITY OF INDIANOLA, STATE OF IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

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

A motion was made by Forbush and seconded by White to approve the NewCom proposal in an amount of $48,048.00 for design/engineer fiber route to interconnect IMU to Norwalk UPN connection point. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Communications Utility Informational Items-Curtis Dean, Smart Source Consulting, presented an update on the FTTP Project.

Combined Electric, Water and Communications Utilities Action Items

Board member White introduced the following resolution entitled, "RESOLUTION SETTING THE SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE INDIANOLA MUNICIPAL UTILITIES FOR THE PERIOD BEGINNING JUNE 25, 2017." Board member McClymond seconded the motion to adopt. On roll call the vote was, AYES: Voigts, Rozga, McClymond, Forbush and White. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-192
RESOLUTION SETTING THE SALARIES FOR APPOINTED OFFICERS AND EMPLOYEES OF THE INDIANOLA MUNICIPAL UTILITIES FOR THE PERIOD BEGINNING JUNE 25, 2017

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

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

RESOLUTION NO. 2017-193
RESOLUTION NAMING DEPOSITORIES

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

It was moved by McClymond and seconded by Forbush to approve the following resolution entitled, "RESOLUTION RENEWING THE WORKERS COMPENSATION, LIFE AND ACCIDENT AND EQUIPMENT INSURANCE FOR FY 17/18." On roll call the vote was, AYES: Forbush, White, Voigts, Rozga and McClymond. NAYS: None. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-194
RESOLUTION RENEWING THE WORKERS COMPENSATION, LIFE AND ACCIDENT AND EQUIPMENT INSURANCE FOR FY 17/18

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

Combined Electric, Water and Communications Utilities Informational Items

The Board discussed the General Manager recruitment and it was the consensus of the Board of move forward with advertising for the position.

Meeting adjourned at 6:55 p.m. on a motion by White and seconded by Forbush.

Adam Voigts, Chair

Diana Bowlin, City Clerk

IMU Regular Downstairs **5.A.**

Meeting Date: 07/10/2017

Information

Subject

Consider setting July 24, 2017 as a public hearing to set electric rates

Information

The Board needs to consider setting July 24, 2017 as a public hearing for an electric rate increase that would be used for calculating utility bills received by customers on December 1, 2017.

Once the public hearing date on this matter is set, staff will submit an official notice for publication and the proposed resolution will be available to the public.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **8.A.**

Meeting Date: 07/10/2017

Information

Subject

Consider approval of the S&P Engagement letter for the Electric Revenue Capital Loan Notes, Series 2017C

Information

In your packet is the engagement letter for S&P Global Ratings to begin the analytical rating process for the Electric Revenue Capital Loan Notes, Series 2017C. The Board must indicate that IMU is ready to proceed with the rating engagement with S&P Global Ratings. Highlights include:

- Rating Fee - IMU agrees to pay a credit rating fee for the initial credit rating of $18,000 plus all applicable value-added, sale, use and similar taxes.
- Annual Surveillance Fee - $2,500 annual surveillance fee will be charged so long as they maintain the credit rating. Currently staff is negotiating a lower fee.
- Derivatives Products Analysis Fee - S&P Global Ratings charges a separate fee for the review of derivative products.
- Other fees and expenses - IMU will reimburse S&P Global Ratings for reasonable travel and legal expenses if such expenses are not included in the above fees.

Simple motion is in order.

Fiscal Impact

Attachments

Letter

S&P Global Ratings

Morna Lebron
Manager Fee Administration
55 Water Street, 38th Floor
New York, NY 10041-0003
tel 212 438-6808
morna.lebron@spglobal.com
Issue No.: 1490325
Obligor ID : 486420

June 29, 2017

Indianola Municipal Utilities
110 North 1st Street
Indianola, IA 50125
Attention: Mr. Chris DesPlanques, Director of Finance

Re: ***US$7,000,000 Indianola Municipal Utilities, Iowa, Electric Revenue Capital Loan Notes, Series 2017C, dated: September 13, 2017, due: May 01, 2037***

Dear Mr. DesPlanques:

Thank you for your request for a public S&P Global Ratings credit rating for the above-referenced obligations. We agree to provide credit ratings for the obligations in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee for the initial credit rating of $18,000 plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Annual Surveillance Fee. A $2,500 annual surveillance fee will be charged so long as we maintain the credit rating. The annual surveillance fee will commence twelve months after the initial credit rating date. S&P Global Ratings reserves the right to change the annual surveillance fee from time to time, and will provide written notice of any fee increases.

Derivatives Products Analysis Fee. S&P Global Ratings charges a separate fee for our review of derivative products. This separate fee is applicable for derivative products secured by any of the issuer's revenues. Derivative products include, but are not limited to, interest rate swaps, caps, collars, floors, and swaptions. Derivative products analysis fees will be determined on a case-by-case basis based on the number and complexity of the derivative products.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses if such expenses are not included in the above fees. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

2. Private and Confidential Credit Ratings.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of $10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

4. Other.

S&P Global Ratings has not consented to and will not consent to being named an “expert” or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, “Confidential Information” shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is “Confidential.”

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a “nationally recognized statistical rating organization”) to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter “J1/J2”), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit ratings.

Please feel free to call me if you have any questions or suggestions about our fee policies. In addition, please visit our web site at www.standardandpoors.com for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,

Morna Lebron

Manager, Fee Services
S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

By: Morna Lebron
Manager Fee Administration

sm
cc: Mr. Michael Maloney, Senior Vice President
D.A. Davidson & Co

IMU Regular Downstairs **8.B.**

Meeting Date: 07/10/2017

Information

Subject

Consider agreement between IMU and Unite Private Networks, LLC for Dark Fiber

Information

In your packet is the agreement between IMU and Unite Private Networks, LLC for the FTTH feeder network to a point southeast of Norwalk in order to interconnect with the UPN network to access the leased fibers that will terminate at the downtown Des Moines POP.

The contract language states that no costs are incurred until IMU accepts the service and the work is completed.

The term of the contract is for 240 months at $2,880 monthly recurring charge and $2,420 non-recurring charge.

Simple motion is in order.

Fiscal Impact

Attachments

Proposal

Service Order

Dark Services - (17-15426)

Contact Information			
Unite Private Networks, LLC ("UPN")		**Indianola Municipal Utilities ("Customer")**	
COMPANY CONTACT:	Mark Sissel	**COMPANY CONTACT:**	Rob Strangel
PHONE:	(563) 349-7436	**PHONE:**	(515) 961-4444
EMAIL:	mark.sissel@upnfiber.com	**EMAIL:**	rstrangel@i-m-u.com
PAYMENT ADDRESS:	Unite Private Networks, LLC 7200 NW 86th Street, Suite M Kansas City, MO 64153	**BILLING ADDRESS:**	Indianola Municipal Utilities 111 S Buxton Street Indianola, IA 50125

Billing Information and Service Commitment Period	
Order Type:	New
UPN Service Order ID:	17-15426
Customer ID:	To be assigned
Service Type/s:	Dark Fiber (DF)
Service Term Length (beginning on date of installation):	240 months
Service Order Monthly Recurring Charge:	$2,880
Service Order Non-Recurring Charge:	$2,420
Service Other Charges:	$0

Circuit 1

Location A		Location Z	
Site Name: UPN POP		**Site Name:** Norwalk Meet Point- IMU	
Address: 666 Walnut Street Des Moines, IA 50309		**Address:** 41.468165° N, 93.654805°W Norwalk, IA	
Site Contact: Jerome Simoneau	**Phone:** (816) 365-9435	**Site Contact:** Rob Strangel	**Phone:** (515) 961-4444
Point of Demarcation:	UPN Demarc	**Point of Demarcation:**	Curb (Zero Manhole)

Type	Service	Term	Monthly Recurring Charge	Non-Recurring Charge
New	Circuit 1: Two (2) strands DF	240 months	$2,880	$2,420
		Total =	**$2,880**	**$2,420**

Comments: Customer shall be responsible for all cross connects. Customer acknowledges and agrees that the Dark Fiber provided in this Service Order will not be accessible to Customer other than at the Location A and Z Points of Demarcation listed above.

Demarcation points: Customer will meet UPN at the demarcation point, which shall be UPN's zero manholes unless otherwise noted within this Service Order. UPN shall perform and Customer shall pay for all splicing. Splicing cost shall be the actual cost of splicing plus twenty-one percent (21%). Where the demarcation point extends to the premise where Customer is located, Customer acknowledges that they will assist UPN in procuring the necessary building entrance agreements and property rights ("access rights") for UPN to have access to and permission to enter into the locations above. The Customer understands that any delay in receiving these access rights may cause a corresponding delay in the requested install date. The Customer shall be responsible for all costs (initial and on-going) incurred by UPN related to these access rights.

Installation Date: Anticipated installation date shall occur approximately thirty to ninety (30-90) days after the following events have occurred: (1) the acquisition of all necessary permits, licenses, pole attachment agreements, and rights of way to complete the project; and (2) the full execution of this Service Order.

Service Order

Dark Services - (17-15426)

Unite Private Networks, LLC	Indianola Municipal Utilities
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date

Additional Terms and Conditions Applying to Services

1. Conveyance. Subject to these Additional Terms and Conditions Applying to Services ("Agreement") of this dark fiber service order and future dark fiber service orders, and commencing upon the date of acceptance for the dark fiber service order, UPN hereby grants and conveys to Customer a dark fiber lease (the "Customer Lease") to use the specific strands of fibers ("Customer Fibers") designated by UPN, pursuant to said dark fiber service order. From time to time, additional optical fibers on UPN's Network may be granted from UPN to Customer by executing additional dark fiber service orders in the manner set forth in Section 3 below.

2. Rights Not Granted and Acceptance. Customer agrees to accept said Customer Lease and the rights and obligations pursuant thereto as set forth in this Agreement. Such Dark Fiber Lease grant does not convey or grant any legal title to any real or personal property, including the fibers, the cable, or the system. The Customer Lease does not include any equipment used to transmit capacity over or "light" the fibers. Customer's use of Customer Fibers shall be limited to Customer. Customer may not assign, lease, or allow any other party the right to use the fibers, the cable, or system without UPN's express consent. Any other use by Customer shall be grounds for termination by UPN. UPN shall issue a Service Commencement Letter promptly upon completing the installation and testing of the Customer Fibers. Customer shall either accept or reject the Customer Fibers within five (5) days of UPN issuing the associated Service Commencement Letter. If Customer rejects the Customer Fibers, Customer shall provide a written description reasonably detailing failure of the Customer Fibers. UPN shall re-test the Customer Fibers and follow the process above issuing another Service Commencement Letter. In the event that Customer fails to accept or properly reject the Customer Fibers within the designated 5 days, Customer shall be deemed to have accepted the Customer Fibers.

3. Dark Fiber Service Orders. From time to time additional Customer Fibers may be incorporated herein by execution of subsequent dark fiber service orders by UPN and Customer. Each dark fiber service order shall identify the route and specify the number of fibers in which Customer is granted a Dark Fiber Lease. Each dark fiber service order shall incorporate the terms and conditions of this Agreement. Notwithstanding anything to the contrary contained herein, UPN shall not be obligated to accept or execute any order forms submitted by Customer or any customer affiliate.

4. Contract Price. The price for the Customer Fibers shall be set forth in the Service Order for said fibers (the "Contract Price"). The Contract Price or any Monthly Recurring Charge in this Service Order shall be increased on the anniversary of the Installation Date, and each subsequent year thereafter, by the greater of (i) three percent (3%) or (ii) the cumulative increase in the U.S. Consumer Price Index, All Urban Consumers (CPI-U), U.S. City Average, published by United States Department of Labor, Bureau of Labor Statistics ("CPI Adjustment") for the preceding 12 month period. In the event the Bureau of Labor Statistics (or any successor organization) no longer publishes the CPI-U, UPN and Customer shall negotiate in good faith to designate a replacement index.

5. Method of Payment. Subject to the provisions of Section 20 ("Disputed Amounts"), Customer shall make payment of undisputed charges pursuant to Section 4 ("Contract Price") above by check or by wire transfer of immediately available funds to the account designated by UPN. Customer shall make payment of all other undisputed charges that may become due under this Agreement by check or by wire transfer of immediately available funds to the account designated by UPN in accordance with Section 6 below, unless otherwise agreed to by the parties.

6. Time of Payment. UPN will invoice Customer for all charges due under this Agreement as noted in the applicable dark fiber service order. Except as provided in Section 4 ("Contract Price") and subject to Section 20 ("Disputed Amounts"), all undisputed amounts shall be paid within thirty (30) calendar days following receipt of the invoice, as determined by Section 25 ("Notice and Delivery").

7. Routine Maintenance. During the term of a dark fiber service order, UPN shall perform all routine and emergency maintenance. UPN shall avoid performing routine maintenance between 0600-2200 local time, Monday through Friday, inclusive, that will have a disruptive impact on the continuity or performance level of the Customer Fibers. However, the preceding sentence does not apply to restoration of continuity to a severed or partially severed fiber optic cable, restoration of dysfunctional power and ancillary support equipment, or correction of any potential jeopardy conditions.

8. Notice. UPN shall provide Customer with telephone, facsimile, or written notice of all non-emergency planned network maintenance (a) no later than three (3) business days prior to performing maintenance that, in its reasonable opinion, has a substantial likelihood of affecting Customer's traffic. If UPN's planned activity is canceled or delayed, UPN shall promptly notify Customer and shall comply with the provisions of the previous sentence to reschedule any delayed activity.

9. Notice of Damage. Customer shall promptly notify UPN of any matters pertaining to any damage or impending damage to or loss of the use of the System that are known to it and that could reasonably be expected to affect the System adversely. UPN shall promptly notify Customer of any matters pertaining to any damage or impending damage to or loss of the Customer Fibers that are known to it and that could reasonably be expected to adversely affect the Customer Fibers.

10. Preventing Interference with Other Fibers. Neither Customer nor UPN shall use equipment, technologies, or methods of operation that interfere in any way with or adversely affect the System or the use of the System by the other party or third parties or their respective fibers, equipment, or facilities associated therewith. Each party shall take all reasonable precautions to prevent damage to the System or to fibers used or owned by the other party or third parties.

11. Liens. UPN shall not cause or permit any of Customer's rights under this Agreement to become subject to any mechanic's, materialmen's, vendor's or any similar lien, or to any tax lien. Customer acknowledges that it has no title to and cannot and shall not in any way encumber the cable or any other property that is the subject of this Agreement that is not owned by Customer.

12. Notice to Attach Electronics. Subject to UPN's consent, which consent shall not be unreasonably withheld, Customer may attach electronics to Customer Fibers. Customer shall provide UPN no less than ten (10) days' written notice of its intent to attach electronics. Customer will notify UPN of the type of electronics, detailing optical wave and bandwidth associated with such electronics. The ability for electronics to interfere with other fibers shall be grounds for withholding consent.

13. Term. The term of this Agreement shall commence on the Installation Date and shall continue in effect for the term delineated in the dark fiber service order ("Initial Term"). Thereafter, the dark fiber service order shall be automatically renewed for successive one (1) year periods (each such period, an "Additional Term" and, together with the Initial Term, the "Term") unless and until terminated pursuant to Section 13 hereof or by either party upon ninety (90) days' written notice to the other party prior to the end of the Initial Term or an Additional Term, as applicable. Notwithstanding the foregoing, the term of the Dark Fiber Lease of a dark fiber service order shall begin on the Installation Date for such dark fiber service order and shall, subject to earlier termination pursuant to Section 19 ("Default and Cure"), expire at the end of the time period set forth in the applicable dark fiber service order as the initial term (the "Dark Fiber Lease Initial Term"). Notwithstanding the above, if a dark fiber service order contains multiple circuits, Customer shall be invoiced for its first monthly recurring charge on the Installation Date of the first circuit. Each subsequent monthly recurring charge shall be pro-rated based on the number of circuits that have been installed until all circuits have been installed, at which time the monthly recurring charge shall be the total monthly recurring charge listed above and this total monthly recurring charge shall continue for the entire Term listed in the dark fiber service order. For clarity, on a multi-circuit dark fiber service order, the Term shall commence upon the installation of all circuits.

14. Effect of Termination. No termination of this Agreement shall affect the rights or obligations of any party hereto:

(a) with respect to any payment hereunder for services rendered or remaining in the contract;

(b) pursuant to the respective obligations of the parties under this Agreement that by their nature would continue beyond the termination, including but not limited to obligations under Section 21 ("Indemnification"), Section 22 ("Limitation of Liability"), Section 23 ("Taxes and Governmental Fees"), Sections 38 to 40 ("Confidentiality"), and Sections 27 to 32 ("Rules of Construction"); or

(c) pursuant to other provisions of this Agreement that, by their sense and context, are intended to survive termination of this Agreement.

15. Service Order Cancellation: In the event that, subsequent to the execution of this Service Order but prior to the Service Commencement Letter, Customer cancels or terminates this Service Order ("Early Cancellation") for any reason other than for UPN Default: (i) UPN may immediately stop work without further notice to Customer; (ii) such services shall terminate and Customer shall not be entitled to a refund of any prior consideration paid; (iii) Customer shall immediately reimburse UPN for any third party termination charges incurred by UPN as a result of such Early Cancellation; (iv) Customer shall pay an amount equal to 50% of all remaining future monthly recurring charges for the full term of this Service Order and shall be immediately due and payable to UPN by Customer; and (v) UPN shall owe Customer no further duties, obligations or consideration with regard to this Service Order.

16. Relocation Procedures. If UPN determines in its reasonable business judgment, or is required by a third party with legal authority to do so, to relocate all or any portion of the System or any of the facilities used in the provision of the Customer Lease, UPN shall provide Customer sixty (60) calendar days' prior written notice of any such relocation, if possible, and shall proceed with such relocation. UPN shall utilize commercially reasonable efforts, in coordination and cooperation with Customer, to accomplish the relocation.

17. Condemnation and Eminent Domain. In the event that any portion of the Customer Fibers of a dark fiber service order becomes the subject of a proceeding by any governmental agency or other party having the power of eminent domain for public purpose or use, both parties to such dark fiber service order shall be entitled, to the extent permitted by law, to participate in such condemnation or eminent domain proceeding for compensation by either joint or separate awards for the economic value of their respective interests in the Customer Fibers of such dark fiber service order that are subject to the condemnation or eminent domain proceeding.

18. Warranties Relating to Agreement Validity. In addition to any other representations and warranties contained in this Agreement, UPN and Customer each represents and warrants to the other party that (a) it has the full right and authority, and has taken all necessary corporate or similar action, to enter into, execute, deliver, and perform its obligations under this Agreement and its dark fiber service order(s); and (b) its execution of and performance under this Agreement and its dark fiber service order(s) shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state, or federal government agency, court, or body.

19. Default and Cure. Except as set forth in Section 20 ("Disputed Amounts"), a party shall be in default under this Agreement if (i) that party fails to make a payment of any undisputed amount required under this Agreement and such failure continues for more than fifteen (15) days after such party receives written notice of such failure from the non-defaulting party; or (ii) such party fails to perform or comply with any other obligation, agreement, term, or provision of this Agreement applicable to it and such failure continues for more than thirty (30) days after such party receives written notice of such failure from the non-defaulting party; provided, however, that if such default cannot reasonably be cured within such thirty-day (30) period and if the first party is proceeding promptly and with due diligence in curing the same, the time for curing such default shall be extended for a period of time, not to exceed ninety (90) days, as may be necessary to complete such curing. Any event of default may be waived at the non-defaulting party's option. Upon the failure of a party to cure any such default after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of this Agreement, terminate the Agreement and/or pursue any legal remedies it may have under applicable law or principles of equity relating to such breach. Notwithstanding the foregoing, default by one party with respect to a dark fiber service order shall not be deemed to be a default as to any other dark fiber service order.

20. Disputed Amounts. Notwithstanding any provision to the contrary in Section 19 ("Default and Cure"), either party shall have the right to dispute any amount due under this Agreement, provided that (i) the disputing party provides written notice of such dispute to the other party by the date that any such amount is due; (ii) the disputing party presents a written statement of any billing discrepancies to the other party in reasonable detail together with supporting documentation and evidence within fifteen (15) days after the date that any such amount is due; and (iii) the disputing party negotiates in good faith with the other party to resolve any such dispute within sixty (60) calendar days of the date any such amount is due. Customer shall pay disputed amounts mutually agreed upon and in favor of UPN within thirty (30) days of the resolution of such dispute. UPN shall credit disputed amounts mutually agreed upon and in favor of Customer on Customer's next invoice.

21. Indemnification. Each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party, its parents, subsidiaries and affiliates, and its and their respective directors, officers, partners, employees, agents, successors and assigns ("Indemnified Parties") from any claims, demands, lawsuits, damages, liabilities, expenses (including, but not limited to, reasonable fees and disbursements of counsel and court costs), judgments, settlements and penalties of every kind ("Claims"), that may be made: by anyone for injuries (including death) to persons or damage to property, including theft, resulting in whole or in part from the negligence or intentional wrongdoing of the Indemnifying Party or those persons furnished by Indemnifying Party, including its subcontractors (if any).

22. Limitation of Liability. EXCEPT AS EXPRESSLY AND SPECIFICALLY PROVIDED IN SECTION 21 (INDEMNIFICATION), OR SECTIONS 38 to 40 WITH RESPECT TO AN INTENTIONAL OR GROSSLY NEGLIGENT DISCLOSURE OF CONFIDENTIAL INFORMATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES, SUBCONTRACTORS, AND/OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR LOST PROFITS FOR ANY CLAIM OR DEMAND OF ANY NATURE OR KIND, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.

23. Taxes and Governmental Fees: Where UPN is assessed taxes, charges, or fees (hereinafter "taxes") related to the construction, installation, and/or services being provided through this Agreement, UPN shall bill such taxes to Customer in the manner and for the amount required by law. These taxes shall include and are not limited to federal, state or local sales, gross receipts, occupation, franchise, governmental assessments, regulatory charges, state and federal USF charges, excise or other similar transfer taxes. UPN shall not bill to or otherwise attempt to collect from Customer any tax with respect to which Customer has provided UPN with a valid exemption certificate. For the sake of clarity, taxes shall not include taxes on UPN's income.

24. Notice Addresses. All notices and communications concerning this Agreement shall be in writing and addressed to the other party according to the contact information listed in the applicable dark fiber service order.

25. Notice and Delivery. Unless otherwise provided herein, notices shall be hand delivered, sent by registered or certified U.S. Mail, postage prepaid, or by commercial overnight delivery service, or transmitted by facsimile, and shall be deemed served or delivered to the addressee or its office when received at the address for notice specified above when hand delivered, upon confirmation of sending when sent by facsimile, or on the day after being sent when sent by overnight delivery service. A notice that is sent by facsimile shall also be sent by one of the other means set out by this Section 25.

26. Force Majeure. Neither party shall be in default under this Agreement or a dark fiber service order with respect to any failure or delay in performing its obligations hereunder to the extent that such failure or delay is caused by reason of acts of God, wars, revolution, civil commotion, acts of public enemy, embargo, acts of government in its sovereign capacity, labor difficulties, strikes, slowdowns, picketing or boycotts, delays caused by the inaction of utilities, local exchange carriers, cities, municipalities, or other political subdivisions in granting access to rights of way, poles, or any other required items or any other circumstances beyond the reasonable control and not involving any fault or negligence of the Delayed Party (each a "Force Majeure Event"). If any such Force Majeure Event occurs, the party delayed or unable to perform ("Delayed Party"), upon giving prompt notice to the other party, shall be excused from such performance or non-performance, as the case may be, under the Agreement or the impacted dark fiber service order on a day-to-day basis during the continuance of such Force Majeure Event (and the other party shall likewise be excused from performance of its obligations on a day-to-day basis during the same period); provided, however, that the party so affected shall use its best reasonable efforts to avoid or remove such Force Majeure Event, and both parties shall proceed immediately with the performance of their obligations under this Agreement or the impacted dark fiber service order whenever such causes are removed or cease.

27. Agreement Fully Negotiated. This Agreement has been fully negotiated between and jointly drafted by UPN and Customer.

28. Document Precedence. In the event of a conflict between the provisions of this Agreement and those of any dark fiber service order, the provisions of the dark fiber service order, shall prevail and the Agreement shall be corrected accordingly.

29. Industry Standards. Except as otherwise set forth herein, for the purpose of this Agreement, construction, testing, acceptance, and maintenance practices shall be consistent with industry standards and as provided in this Agreement or the dark fiber service order.

30. Limited Effect of Waiver. The failure of either UPN or Customer to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall nevertheless be and remain in full force and effect.

31. Applicable Law. The domestic laws of the State of Missouri, without reference to its choice of law principles, shall govern this Agreement and all dark fiber service orders.

32. Severability. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, then (i) both parties shall be relieved of all obligations arising under such provision and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it valid and enforceable while preserving its intent, and (ii) the remainder of this Agreement shall be valid and enforceable.

33. Right to Assign. Neither party shall assign any right or interest under this Agreement without the prior written consent of the other party, except as provided hereinafter. Such consent may not be unreasonably withheld, conditioned or delayed. Any attempted assignment in contravention of this provision shall be void and ineffective. This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns. The foregoing notwithstanding, UPN shall have the right at any time, without the prior consent of Customer, to mortgage, pledge, grant a security interest in its interest in this Agreement and/or any of UPN's System in connection with any borrowing or financing activity of UPN. Notwithstanding the prohibitions set forth above, either party may, with prior written notice to the other party, assign this Agreement or

any of its dark fiber service orders to an affiliate or to an entity acquiring substantially all of the party's assets, provided, however, that in such event UPN will make commercially reasonable efforts to ensure that Customer's rights under this Agreement and the dark fiber Service orders to use the Customer Fibers will not be materially impeded.

34. Integration; Exhibits. This Agreement constitutes the entire and final agreement and understanding between UPN and Customer with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.

35. Amendment. This Agreement may only be amended, modified, or supplemented by an instrument in writing executed by duly authorized representatives of UPN and Customer, and any such amendment shall be effective with respect to all dark fiber service orders, unless otherwise provided by such amendment. No such amendment, modification, or supplement shall result in any modification of any indemnity benefiting any facility owners, lenders or their respective affiliates.

36. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

37. Facsimile Delivery. This Agreement may be duly executed and delivered by a party by execution and facsimile delivery of the signature page of a counterpart to the other party, provided that, if delivery is made by facsimile, the executing party shall promptly deliver a complete counterpart that it has executed to the other party.

38. Confidential Information: For the purposes hereof, "Confidential Information" shall include any and all information that either Party holds as confidential or proprietary, including, without limitation, (i) any and all technical information, including, without limitation, product data and specifications, know-how, formulae, software, source codes and other software information, processes, inventions, research projects, derivative works and product development; (ii) any and all business information of or relating to either Party, including, without limitation, accounting and financial information, sales and marketing information, research, investment analyses, investment strategies and techniques, investment transactions and holdings, plans or strategies, processing, or equipment designs, clients, personnel, shareholders and information concerning funds and clients advised by either Party, "know-how", data and material used or licensed by either party, including, but not limited, to, computer software, programming, research, financial information and analyses and the like, and documentation relating thereto; (iii) any and all employee or customer information of either Party; (iv) confidential information of a Party disclosed to the other Party by third parties; (v) rates, terms or any other information regarding this Agreement, and (vi) any other information which a reasonable person would deem to be confidential. Neither Party shall disclose any of the other Party's Confidential Information to any third party, or use any of the other Party's Confidential Information for any purpose other than the performance of or receipt of Services hereunder. Notwithstanding the foregoing, the Parties may disclose Confidential Information (a) to its attorneys, accountants, consultants or professional advisors on a "need to know basis", provided that the agreement of such third party to hold such information confidential is first obtained, and (b) as required in connection with any litigation or arbitration matters arising out of this Agreement. In addition, neither Party will use the other Party's name, or the name(s) of any of the other Party's product(s) or service(s) in publicity or press releases without that Party's prior written consent. Each Party's Confidential Information shall remain its property and shall be either returned to such Party or destroyed promptly upon the termination of this Agreement or at such Party's earlier request. If Confidential Information is destroyed, the destroying Party must certify to the destruction. The recipient of Confidential Information shall not appropriate for its benefit or the benefit of any third party any of the other Party's Confidential Information.

39. Obligation to Disclose: The recipient of the other Party's Confidential Information ("Recipient") will promptly notify the disclosing Party ("Discloser") if Recipient receives a demand from a third party for Confidential Information and, except as required by law, the Recipient shall not disclose the same to such third party without the prior written consent of the Discloser, except as otherwise permitted herein. If Recipient believes that it is legally required to disclose any of the Discloser's Confidential Information, Recipient will not disclose such Confidential Information until Recipient has notified Discloser and Discloser shall be entitled to seek a protective order or other appropriate remedy relating to the Confidential Information sought. In the event that Recipient is required by law to disclose any such Confidential Information, Recipient will furnish only that portion of the Confidential Information that is legally required and will exercise commercially reasonable efforts to obtain a protective order or other reliable assurance that the Confidential Information will be treated as confidential upon terms substantially the same as contained in this Service Order.

40. Exclusions: Confidential Information shall not include information that is (i) proven to be previously known or in the possession of the Recipient, free of any confidentiality obligation, at the time of receipt from the Discloser; (ii) publicly available or otherwise in the public domain by means other than unauthorized disclosure; (iii) proven to be independently developed by or on behalf of Recipient without use of the Discloser's Confidential Information; (iv) is rightfully obtained by the Recipient from a third party without restriction and without breach of a similar agreement; or (v) released by the Discloser to any third party without restrictions.

IMU Regular Downstairs **8.C.**

Meeting Date: 07/10/2017

Information

Subject

Discussion regarding fiber web site

Information

The Board will need to discuss the Indianolafiber.com web site as to whether it should be a stand alone web site or a link from the existing IMU web site. There also could be a link from the City of Indianola's web site.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **9.A.**

Meeting Date: 07/10/2017

Information

Subject

Receive report from Smart Source Consulting - Curtis Dean

Information

In your packet are the reports from Curtis Dean, Smart Source Consulting. Curtis will be at the meeting to answer any questions.

Fiscal Impact

Attachments

Telecom Utility Report

July Board Report

Tasks Report

Indianola Telecom Utility — Indianola Municipal Utilities

Generated: Jul 07 2017 10:20AM

Implementation of the telecom utility and oversight of the FTTP project

Project Coordination and Oversight

Active Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Develop "Telecom 101" Staff Training	07/01/2017	08/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Work reports to Board	05/29/2017	12/01/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• July 10, 2017 Board report	07/06/2017	07/07/2017	Curtis D.	Curtis D.		0%	Due today (Not started)
	• July 24, 2017 Board report	07/17/2017	07/21/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• August 28, 2017 Board report	08/21/2017	08/25/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	MCG agreement Finalize an agreement with MCG for transfer of drops and dissolution of the IMU Partners Program		07/07/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		0%	Due today (Not started)
	• Create Exhibit A with formulas for buyout of customers/assets		07/14/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		0%	Upcoming (within 7 days) (Not started)
	• Present to IMU Board for approval		07/10/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		0%	Upcoming (within 7 days) (Not started)
	Hire communications director Advertise for position and hire communications director. Goal to have this person on-board in August before OSP construction begins.	06/14/2017	07/31/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		30%	Upcoming (Started)

	• Hold interviews	06/14/2017	07/31/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	Pre-Construction Meeting	07/26/2017	07/26/2017	Mike M.|Curtis D.|Chris D.	Mike M.		0%	Upcoming (Not started)
•	Indianola-Norwalk fiber build Possible partners on Indianola-Norwalk build Identify possible partners to participate in the Indianola-Norwalk fiber link. Possibilities include OmniTel, which has purchased I-35 Telephone (Truro) and has an interest in reaching the western DSM suburbs; Grand River Mutual, which has announced a limited FTTP build in Waukee; BroadNet; possibly others.	06/05/2017	07/01/2017	Curtis D.	Curtis D.		40%	Late (Started)

Completed Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Review telecom manager job description	05/29/2017	06/01/2017	Curtis D.	Curtis D.		100%	Completed 06/05/2017 by Curtis D.
	Review Magellan business plan	05/29/2017	06/02/2017	Curtis D.	Curtis D.		100%	Completed 06/04/2017 by Curtis D.
	Review construction plan with NewCom OSP: $3,754,298.00 Excel Utility Contractors Materials (total): $1,283,254.67	06/03/2017	06/30/2017	Mike M.|Curtis D.	Curtis D.		100%	Completed 06/22/2017 by Curtis D.
	• Capital projection review-1pm and 2pm	06/12/2017	06/12/2017	Mike M.|Curtis D.|Chris D.	Curtis D.		100%	Completed 06/12/2017 by Curtis D.
•	Work reports to Board June 12, 2017	05/04/2017	06/09/2017	Curtis D.	Curtis D.		100%	Completed 06/09/2017 by Curtis D.
•	Hire communications director Advertise for position	06/14/2017	07/31/2017	Mike M.|Curtis D.|Chris D.|Chis L.	Curtis D.		100%	Completed 07/03/2017 by Curtis D.

Marketing & Community Relations

Active Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Develop charter customer campaign The charter customer campaign will be a comprehensive effort to have Indianola residents "commit" to switching their services to IMU fiber when services are available in 2018. This should be completed before the Fall newsletter is published in late September.	07/17/2017	08/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Website Remodel the website to include information about broadband services. Consider a joint website with the City.	06/05/2017	08/01/2017	Jon Anne W.|Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	• Project website - indianolafiber.com Launch website to use as a hub of information about the fiber project. Content can be folded into a new IMU (or joint IMU-City) website once it is completed.	06/05/2017	08/01/2017	Jon Anne W.|Curtis D.|Chis L.	Curtis D.		30%	Upcoming (Started)
	Chamber "Lunch and Learn"-July 19, 2017 Location: Indianola Country Club Hold a "Lunch and Learn" for Chamber members to inform them about the progress of the FTTH project.	07/01/2017	07/19/2017	Curtis D.	Curtis D.		50%	Upcoming (Started)
	• Send invitations to Chamber members Work with Brenda Easter to design an invitation and distribute to Chamber membership	06/16/2017	06/30/2017	Curtis D.|Chis L.	Curtis D.		50%	Late (Started)
	• Develop presentation and program	06/07/2017	07/14/2017	Curtis D.	Curtis D.		0%	Upcoming (within 7 days) (Not started)
	Community events	06/12/2017	11/30/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	• Balloon Classic (7/28-8/5)	06/12/2017	08/05/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	• Indianola Chamber Golf Classic-7/12/17 Consider a presence at the Chamber Golf tournament to discuss the fiber project. Hand out "Fiber One" bars.	06/12/2017	07/12/2017	Curtis D.|Chis L.	Curtis D.		80%	Upcoming (within 7 days) (Started)
	• Giveaways Fiber One bars for everyone (need 144) Nice prize for hole winner (need 36)	06/12/2017	07/12/2017	Curtis D.|Chis L.	Curtis D.		60%	Upcoming (within 7 days) (Started)
	• Warren County Fair Have a booth or other presence at the Fair to provide information about the fiber project. Possibly a fiber trailer used as our "booth"?	07/26/2017	07/31/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)

	• Determine location for booth or exhibit Indoor space is 8x10' Outdoor space if we get a fiber trailer	06/12/2017	07/07/2017	Curtis D.|Chis L.	Curtis D.		0%	Due today (Not started)
	• Develop display materials for Fair	06/15/2017	07/21/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	• Studio Fusco	06/15/2017	07/21/2017	Curtis D.	Curtis D.		40%	Upcoming (Started)
	• Pledge card	06/15/2017	07/21/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	Fall IMU Newsletter Should include a general update on the fiber project and announcement of Charter Customer campaign.	08/01/2017	08/31/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)

Completed Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Review article for city magazine	06/06/2017	06/07/2017	Curtis D.	Curtis D.		100%	Completed 06/07/2017 by Curtis D.
•	Indianola Chamber Golf Classic-7/12/17 Canopy for hole sitters Curtis-I will take care of this. I need to buy one for my DJ business anyway	06/12/2017	07/12/2017	Curtis D.|Chis L.	Curtis D.		100%	Completed 07/03/2017 by Curtis D.
•	Chamber "Lunch and Learn"-July 19, 2017 Email Brenda Easter about format and possible dates in July	06/07/2017	06/09/2017	Curtis D.	Curtis D.		100%	Completed 06/07/2017 by Curtis D.
•	Indianola Chamber Golf Classic-7/12/17 Hole contest We will be hosting a "Marshmallow Long Drive" with one winner in each 4-some.	06/12/2017	07/12/2017	Curtis D.|Chis L.	Curtis D.		100%	Completed 07/07/2017 by Curtis D.
•	Chamber "Lunch and Learn"-July 19, 2017 Determine venue for Lunch and Learn	06/04/2017	06/04/2017	Curtis D.	Curtis D.		100%	Completed 06/15/2017 by Curtis D.

Cable TV Development

Active Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Develop pay TV package options	05/29/2017	10/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Conduct citizen survey	08/01/2017	08/31/2017	Curtis D.|Chis L.	Curtis D.		0%	Upcoming (Not started)
	• Conduct citizen focus groups	08/01/2017	08/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Create citizens advisory group for CATV development	06/09/2017	07/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Evaluate MobiTV MobiTV is an OTT platform designed for cable operators. They are currently working on a deal with NCTC.	05/29/2017	10/31/2017	Curtis D.	Curtis D.		40%	Upcoming (Started)
	NCTC membership Complete membership application to National Cable Television Cooperative (NCTC). https://www.nctconline.org /index.php/join-us/become-a-member/m embership-application	07/01/2017	07/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• NCTC launch paperwork	11/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Retransmission Consent Agreements Negotiate retransmission consent agreements with Des Moines DMA broadcasters.	10/01/2017	12/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Send notice of operation to Des Moines DMA broadcasters	07/01/2017	07/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Ad insertion	06/01/2017	07/31/2017	Curtis D.	Curtis D.		50%	Upcoming (Started)
	Local Programming	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Purpose	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Programming	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Production Process	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Platform	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)

	• TeleVue This is the platform used by MCG for the two Indianola local channels now.	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Leightronix Nexus Ultra This is the platform that is used by Spencer and several other municipals	07/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	FCC requirements https://www.ecfr.gov/cgi-b in/text-idx?SID=ed37380775c85ce623f7_ af8860c3cf4d&mc=true&node=pt 47.4.76&rgn=div5	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• FCC Form 322-Cable Community Registration https://apps.fcc.gov/coals< /a> § 76.1801 Registration statement. (a) A system community unit shall be authorized to commence operation only after filing with the Commission the following information on FCC Form 322. (1) The legal name of the operator, entity identification or social security number, and whether the operator is an individual, private association, partnership, or corporation. If the operator is a partnership, the legal name of the partner responsible for communications with the Commission shall be supplied; (2) The assumed name (if any) used for doing business in the community; (3) The mailing address, including zip code; e-mail address, if applicable; and telephone number to which communications are to be directed; (4) The month and year the system began service to subscribers; (5) The name of the community or area served and the county in which it is located; (6) The television broadcast signals to be carried which previously have not been certified or registered; and (7) The FCC Registration Number (FRN). (b) Registration statements, FCC Form 322, shall be signed by the operator; by one of the partners, if the operator is a partnership; by an officer, if the operator is a corporation; by a member who is an officer, if the operator is an unincorporated association; or by any duly authorized employee of the operator. (c) Registration statements, FCC Form 322, may be signed by the operator's attorney in case of the operator's physical disability or of his absence from the United States. The attorney shall in that event separately set forth the reasons why the registration statement was not signed by the operator. In addition, if any matter is stated on the basis of the attorney's belief only (rather than the attorney's knowledge), the attorney shall separately set forth the reasons for believing that such statements are true.	12/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	• Public files	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
	Determine source for IPTV signals	06/12/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)
	• Cedar Falls Utilities	06/02/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)

	Determine middleware platform	06/12/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)
	• Minerva (through CFU)	06/12/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)
	• Innovative Systems (through Bellevue)	06/12/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)
	• Innovative Systems (stand alone)	06/12/2017	08/01/2017	Curtis D.|Chris D.	Curtis D.		0%	Upcoming (Not started)
	Determine source for off-air TV stations Options include Aureon, direct feed at 666 Walnut, antennas, or another cable provider in DSM market	06/13/2017	08/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)

Completed Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
•	Ad insertion Get quote from ICAN for equipment	06/01/2017	06/30/2017	Curtis D.	Curtis D.		100%	Completed 06/27/2017 by Curtis D.
•	Develop pay TV package options Conference call with NCTC to discuss options	05/29/2017	06/30/2017	Curtis D.	Curtis D.		100%	Completed 06/06/2017 by Curtis D.
•	Develop pay TV package options Evaluate NCTC master agreements for skinny bundle possibilities	06/07/2017	07/01/2017	Curtis D.	Curtis D.		100%	Completed 07/07/2017 by Curtis D.

Internet Product Development

Active Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
•	Product options (tiers and prices) Research prices from other municipals	06/21/2017	07/31/2017	Curtis D.	Curtis D.		50%	Upcoming (Started)

Generated for Curtis Dean at 10:20AM 07/07/2017

FTTP Project Implementation Report
July 10, 2017

Here is an update on progress achieved in June 2017

Project Coordination and Oversight

I have been holding one or two “work days” each week in Indianola as well as working on other tasks from my home office.

The Director of Telecommunications job ad was posted and several promising candidates presented their names for consideration. We have applicants with both technical and management experience and skills. Four first-round interviews are scheduled for July 10, 2017 and others may be scheduled after that. The goal would be to be able to make an offer in the next couple of weeks and have the director on staff in time for the launch of the construction project in August.

One of the early tasks for the new Director of Telecommunications will be to schedule testing of several fiber service platforms. The City of Bellevue went through a similar evaluation process two years ago and their contract engineer says he would be available to assist in the evaluation.

We also had an initial conversation with the City of Bellevue about the possibility of sharing their OSS/BSS software platform, Innovative Systems. They are planning to reach out to Innovative to see if sharing is a possibility. In addition to Innovative, there are several other OSS/BSS platforms that we will want to evaluate once the Director of Telecommunications is on staff.

NewCom Technologies has been hired to conduct final engineering on the middle-mile fiber link from Indianola to Norwalk and that engineering is underway.

An agreement with MCG has been negotiated and is ready for Board consideration.

An agreement with Unite Private Networks for the dark fiber lease from Norwalk to Des Moines is also ready for Board consideration.

A pre-construction meeting with Excel Utility Contractors has been scheduled for July 26, 2017.

Product Development

On the cable TV side, we have been working on options for various TV packages and costs. That includes reviewing contracts and considering how those agreements impact placement of particular channels. The goal is to design channel lineups that best meet the needs of customers while keeping costs to a minimum.

Staff participated in a webinar with a provider called MobiTV that is a possible solution for TV that uses consumer devices such as Roku or Amazon TV to deliver content rather than proprietary IP set top boxes.

We are evaluating options for equipment to provide local programming (community, government, and educational access), with the first demo scheduled for July 10th.

We have communicated with MCG about a possible partnership for telephone switching and initial proposals are being developed for review and refinement.

Marketing and Community Relations

The month of July will be a busy one on the marketing & community relations side as we begin to ramp up an awareness campaign. IMU is sponsoring a hole at the Chamber Golf Classic on July 12th. On July 19th, we are hosting a "Lunch and Learn" for Chamber members that will include a presentation about the fiber project. We are still evaluating options for having a presence at the Warren County Fair at the end of the month.

As IMU and city staff begin to field citizen questions about the project, we feel the development of a website specific to the fiber project is in order. There are a couple of different options we have looked at that we will present to the Board at the July 10th meeting.

Contact Information

If anyone has questions, please feel free to reach me any time.

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