



**IMU Board of Trustees of the
Electric, Water and Communications Utilities
August 28, 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 August 21, 2017
 - B. Minutes from August 14, 2017
 - C. Salaries
 - D. June 2017 Treasurer and Financial Reports
5. Electric Utility Action Items
 - A. \$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C
 1. Resolution appointing paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement
 2. Approval of Tax Exemption Certificate
 3. Approval of Continuing Disclosure Certificate
 4. Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes

- B. Change Order #1 for the Electric SCADA System and Relay Replacement Project
- 6. Electric Utility Informational Items
- 7. Water Utility Action Items
 - A. Authorization for Warren Water to serve IMU customer
- 8. Water Utility Informational Items
- 9. Communications Utility Action Items
 - A. Fiber Project Infrastructure
 - 1. Resolution approving contract and bond with Excel Utility Contractors in an amount of \$3,754,298
 - B. 2017 Norwalk to Indianola Fiber Optic Link Project (Construction)
 - 1. Public hearing on the matter of adoption of plans, specs, form of contract and estimate of costs
 - 2. Resolution adopting plans, specs, form of contract and estimate of costs
 - 3. Resolution awarding contract
 - C. 2017 Norwalk to Indianola Fiber Optic Link Project (materials)
 - 1. Public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost
 - 2. Resolution adopting plans, specs, form of contract and estimate of costs
 - 3. Resolution awarding contract
 - D. Consider change order #2 in an amount of \$79,881.40 for the 2017 Fiber to the Home Project Material Procurement
- 10. Communications Utility Informational Items
- 11. Combined Electric, Water and Communications Utilities Informational Items
- 12. Other Business
 - A. Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property

B. Enter into closed session to discuss labor negotiations pursuant to Iowa Code Section 20.17(3)

13. Adjourn

IMU Regular Downstairs

4.A.

Meeting Date: 08/28/2017

Information

Subject

Claims list for August 21, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
ACCO UNLIMITED CORP.	600-8110-65010	LIQUID CHLORINE	07/27/2017	1,295.08
CHEMTREAT INC	600-8110-65010	CHEMICALS	07/27/2017	2,742.94
IA COMMUNITIES ASSURANCE	600-8180-64082	LIABILITY	07/01/2017	.72
IA COMMUNITIES ASSURANCE	600-8180-64083	PROPERTY	07/01/2017	.52
IA COMMUNITIES ASSURANCE	600-8180-64081	AUTO	07/01/2017	1,603.69
IOWA ASSOC OF MUN UTILITIE	600-8192-64990	SAFETY CONSULTING - JULY 2017	07/31/2017	149.14
IOWA ONE CALL	600-8190-63730	WA-LOCATING NOTIFICATION/440 TICKETS	08/09/2017	396.00
RECORD-HERALD & INDIANOL	600-8190-64020	BT MIN-06	07/31/2017	31.19
RECORD-HERALD & INDIANOL	600-8190-64020	BT MIN-07	07/31/2017	18.85
STATE HYGENIC LABORATORY	600-8110-64990	BACTEE SAMPLES	07/31/2017	195.00
UNUM LIFE INSURANCE CO OF	600-8180-61550	LIFE, AD&D AND LTD INSURANCE	08/02/2017	136.94
VERIZON WIRELESS	600-8110-63730	WIRELESS FOR LAPTOP	07/26/2017	40.01
WARREN CO. ASSESSOR	600-8150-64900	GIS SERVICES	07/24/2017	2,550.00
WARREN COUNTY ENGINEER	600-8160-65050	FUEL DISTRIBUTION	08/02/2017	607.01
WASTE MANAGEMENT OF IOW	600-8120-64090	TRASH - AUGUST	07/27/2017	74.18
WELLS FARGO CCER	600-8160-63320	DOWNEY TIRESrefund of sales tax	07/17/2017	7.35-
WELLS FARGO CCER	600-8160-65072	OREILLY AUTO #0337windshield wipers for the dodge	07/27/2017	20.78
WELLS FARGO CCER	600-8150-65072	MCCOY TRUE VALUEpaint brushes	07/28/2017	11.35
WELLS FARGO CCER	600-8160-63320	DOWNEY TIRESbackhoe tire repair	07/17/2017	112.30
WELLS FARGO CCER	600-8120-65070	MCCOY TRUE VALUEacid, lubricant, clear sheeting	07/03/2017	42.26
WELLS FARGO CCER	600-8160-63320	MCCOY TRUE VALUEtools to fix tractor	07/25/2017	7.64
WELLS FARGO CCER	600-8160-65072	THEISENS #21glass cleaner for trucks, bolts for vac	07/04/2017	12.88
WELLS FARGO CCER	600-8150-65072	MCCOY TRUE VALUEpipe tape, hose sprayer, batteries for locator	07/03/2017	38.57
WELLS FARGO CCER	600-8150-63453	MCCOY TRUE VALUEparts for hillcrest tower	07/13/2017	17.23
WELLS FARGO CCER	600-8160-65072	VAN WALL EQUIPMENTTo rings for tractor	07/25/2017	1.71
WELLS FARGO CCER	600-8150-65072	MCCOY TRUE VALUEbatteries for locator	07/31/2017	14.39
WELLS FARGO CCER	600-8150-65072	THEISENS #21concrete caulk for sidewalk on iowa repair	07/14/2017	3.79
WELLS FARGO CCER	600-8160-63320	DOWNEY TIRES tire for 2013	07/21/2017	161.93
WELLS FARGO CCER	600-8160-65072	NAPA PARTS 0000514oil for tractor	07/26/2017	49.99
Total WATER OPERATING FUND:				10,328.74
IMU ADMINISTRATION FUND				
BRICK GENTRY P.C.	620-8091-64110	IMU AUDIT CORRESPONDENCE	07/25/2017	105.00
BRICK GENTRY P.C.	620-8091-64110	IMU UNION CONTRACT	07/25/2017	225.00
CAPITAL EXPRESS	620-8090-65080	DELIVERY OF AUGUST 2017 UTILITY BILLS	07/28/2017	42.35
IA COMMUNITIES ASSURANCE	620-8080-64082	LIABILITY	07/01/2017	370.19-
LONGER, CHRIS	620-8090-63730	MOBILE DEVICE ALLOWANCE	08/01/2017	50.00
MAHASKA COMMUNICATION G	620-8091-63730	IMU TELEPHONE/INTERNET SERVICE	08/01/2017	102.18
PITNEY BOWES	620-8090-65070	POSTAGE METER SUPPLIES	08/03/2017	315.69
UNUM LIFE INSURANCE CO OF	620-8090-61550	LIFE, AD&D AND LTD INSURANCE	08/02/2017	108.04
WELLS FARGO CCER	620-8090-65070	INDOFF INCORPORATEDOffice Supplies	07/24/2017	41.02
WELLS FARGO CCER	620-8090-65080	USPS PO 1843650625Postage due.	07/17/2017	.21
WELLS FARGO CCER	620-8091-62100	APPLICATION RENEWAL SERVSystem for Award Management SA	07/20/2017	499.00
Total IMU ADMINISTRATION FUND:				1,118.30
ELECTRIC OPERATING FUND				
BRICK GENTRY P.C.	630-8290-64110	ELECTRIC CONTRACT ISSUE	07/25/2017	375.00
CITY OF INDIANOLA - REBATE	630-8290-67306	HEAT PUMP	06/12/2017	400.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	07/21/2017	100.00
DES PLANQUES, CHRIS	630-8290-65990	MEAN MEETING AT NMPP	08/02/2017	223.63
EDWARDS, NATHAN	630-8280-61440	WELLNESS - JULY & AUG	08/14/2017	50.00
IA COMMUNITIES ASSURANCE	630-8280-64081	AUTO	07/01/2017	4,237.82
IA COMMUNITIES ASSURANCE	630-8280-64083	PROPERTY	07/01/2017	238.84
IA COMMUNITIES ASSURANCE	630-8280-64082	LIABILITY	07/01/2017	2.65
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	SAVIN MP C3004	08/07/2017	34.48

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	SAVIN MP 2554	08/07/2017	182.95
IOWA ASSOC OF MUN UTILITIE	630-8292-64990	SAFETY CONSULTING - JULY 2017	07/31/2017	149.14
IOWA ONE CALL	630-8290-63730	EL-LOCATING NOTIFICATION/428 TICKETS	08/09/2017	385.20
IOWA UTILITIES BOARD	630-8250-64200	FY2017 ELECTRIC SYSTEM INSPECTIONS	08/01/2017	369.94
METCALF, MIKE	630-8240-63730	MOBILE DEVICE ALLOWANCE	08/01/2017	75.00
METHODIST OCCUPATIONAL H	630-8255-65990	PHYSICAL	07/31/2017	420.10
MOMAR	630-8220-65072	ONE STEP SPRAY	08/09/2017	3,023.59
OVERHEAD DOOR COMPANY	630-8220-63100	REPAIR ON DOOR	08/09/2017	170.01
PIERCE BROTHERS REPAIR	630-8260-63320	DUMP TRUCK TIE DOWN BRACKETS	07/06/2017	51.36
PIERCE BROTHERS REPAIR	630-8260-63320	DUMP TRUCK TIE DOWN BRACKETS	07/05/2017	51.36
QUALITY PEST CONTROL	630-8220-63100	GENERAL PEST CONTROL	08/04/2017	76.62
RECORD-HERALD & INDIANOL	630-8190-64020	BT MIN-07	07/31/2017	71.46
RECORD-HERALD & INDIANOL	630-8190-64020	PH	07/31/2017	27.65
RECORD-HERALD & INDIANOL	630-8190-64020	BT MIN-06	07/31/2017	118.18
RECORD-HERALD & INDIANOL	630-8190-64020	PH ELECTRIC RATES	07/31/2017	46.50
SOUTH CENTRAL IOWA LANDFI	630-8250-65072	JUNK WOODEN POLES	08/03/2017	59.00
STEINMETZ CORPORATION	630-8220-63410	RELAY TESTING EAST IOWA SUBSTATION	07/31/2017	3,240.00
UNUM LIFE INSURANCE CO OF	630-8280-61550	LIFE, AD&D AND LTD INSURANCE	08/02/2017	275.76
VANDERPOOL PLUMBING	630-8220-63100	REPAIR AC UNIT AT WEST SIDE SUBSTATION	08/10/2017	381.99
VERIZON WIRELESS	630-8240-63730	WIRELESS FOR SERVICE CREW LAPTOPS	07/26/2017	240.06
VERIZON WIRELESS	630-8240-63730	WIRELESS FOR SPARE LAPTOP	07/26/2017	20.00
VERMEER SALES & SERVICE	630-8260-63320	REPAIR ON VAC MACHINE	08/09/2017	841.40
WARREN CO. ASSESSOR	630-8290-64900	GIS SERVICES	07/24/2017	2,550.00
WARREN COUNTY ENGINEER	630-8260-65050	FUEL DISTRIBUTION	08/02/2017	1,197.64
WELLS FARGO CCER	630-8260-65072	MCCOY TRUE VALUEGray Trailer Parts	07/04/2017	8.18
WELLS FARGO CCER	630-8260-65072	THEISENS #21Material for chipper box brackets on dump truck	07/06/2017	39.72
WELLS FARGO CCER	630-8260-65072	MCCOY TRUE VALUECredit for returned clamps	07/25/2017	8.95-
WELLS FARGO CCER	630-8250-65072	WAL-MART #1491Folders and pens for apprentice	07/10/2017	2.29
WELLS FARGO CCER	630-8260-65072	NAPA PARTS 0000514Spark plugs for chipper	07/20/2017	8.95
WELLS FARGO CCER	630-8260-65072	OREILLY AUTO #0337#29 alternator and core charge	07/25/2017	63.67-
WELLS FARGO CCER	630-8260-65072	CIRCLE B CASHWAY OF INDIABoards for Dump Truck	07/05/2017	25.03
WELLS FARGO CCER	630-8220-65072	THEISENS #21Grinding discs for West Iowa sub AC	07/25/2017	13.32
WELLS FARGO CCER	630-8220-65072	MCCOY TRUE VALUEDrain for drymax filter	07/13/2017	2.00
WELLS FARGO CCER	630-8260-65072	NAPA PARTS 0000514Oil filters #36	07/24/2017	15.75
WELLS FARGO CCER	630-8220-65072	MENARDS DES MOINES IAWindow AC for W Iowa Sub	07/26/2017	515.43
WELLS FARGO CCER	630-8260-65072	OREILLY AUTO #0337Fleet oil #36	07/21/2017	43.41
WELLS FARGO CCER	630-8260-65072	OREILLY AUTO #0337#29 core charge credit	07/25/2017	30.00-
WELLS FARGO CCER	630-8260-65072	NAPA PARTS 0000514Filter for chipper	07/07/2017	7.21
WELLS FARGO CCER	630-8260-65072	MCCOY TRUE VALUESteel cable clamps for #34	07/18/2017	8.06
WELLS FARGO CCER	630-8260-65072	OREILLY AUTO #0337Alternator for #29 and battery charger for the	07/25/2017	410.55
WELLS FARGO CCER	630-8250-65072	MCCOY TRUE VALUESpray foam for wood pecker holes	07/04/2017	11.54
WESCO	630-8240-65500	FR JEANS & SHIRTS - JACOB HARMAN	08/04/2017	555.44
WIEGERT DISPOSAL CO.	630-8250-65072	EMPTY 20-YARD DUMPSTER	07/01/2017	200.00

Total ELECTRIC OPERATING FUND:

21,451.59

FIBER/COMMUNICATIONS FUND

DES PLANQUES, CHRIS	640-8550-66990	TRIP TO CFU - FIBER PROJECT	08/11/2017	150.87
INFOMAX OFFICE SYSTEMS IN	640-8550-64990	SAVIN MP C3004	08/07/2017	34.48
IOWA ONE CALL	640-8590-63730	FIBER-LOCATING NOTIFICATION/268 TICKETS	08/09/2017	241.20
NEWCOM TECHNOLOGIES INC	640-8550-64070	PREPARE RFP PACKAGES & DOCUMENTS	08/04/2017	3,475.00
RECORD-HERALD & INDIANOL	640-8190-64020	BT MIN-07	07/31/2017	8.94
RECORD-HERALD & INDIANOL	640-8590-64020	BT MIN-06	07/31/2017	14.77
UNUM LIFE INSURANCE CO OF	640-8590-61550	LIFE, AD&D AND LTD INSURANCE	08/02/2017	14.25
WARREN CO. ASSESSOR	640-8550-64900	GIS SERVICES	07/24/2017	2,550.00
WELLS FARGO CCER	640-8550-63464	THEISENS #21Velcro fasteners for fiber banners. Balloon parade.	07/31/2017	3.18
WELLS FARGO CCER	640-8550-63464	THEISENS #21New round nose shovel	07/17/2017	19.25
WELLS FARGO CCER	640-8550-65990	PARKING METERSParking for Meeting	07/31/2017	1.25

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WELLS FARGO CCER	640-8550-63464	THEISENS #21Magnetic screw bit holder for cordless drill	07/20/2017	5.34
WELLS FARGO CCER	640-8550-65990	DNH GODADDY.COMFiber Domains	07/03/2017	61.42
WELLS FARGO CCER	640-8550-65990	SP STUDIO FUSCOBanners for FTTH project	07/12/2017	161.57
Total FIBER/COMMUNICATIONS FUND:				6,741.52
WATER CAPITAL PROJECTS FUND				
HD SUPPLY WATERWORKS	700-8100-67906	MATERIALS	07/28/2017	140.00
HD SUPPLY WATERWORKS	700-8100-67906	MATERIALS	07/28/2017	780.00
SNYDER & ASSOCIATES INC	700-8100-67406	2016 STREET IMPROVEMENTS PROJECT	07/21/2017	1,440.00
Total WATER CAPITAL PROJECTS FUND:				2,360.00
ELECTRIC CAPITAL PROJECTS FUND				
BALDWIN POLE & PILING	730-8200-67906	CLASS 2 40' WOOD POLES	08/03/2017	8,416.40
BRICK GENTRY P.C.	730-8200-67905	FTTH PROJECT, MATERIAL BIDS, MCG AGREEMENT	07/25/2017	495.00
CR SERVICES	730-8200-67906	WASP SPRAY - CASE	08/02/2017	78.37
KRIZ-DAVIS COMPANY	730-8200-67906	3" ENCLOSURE LOCKS	07/28/2017	87.31
KRIZ-DAVIS COMPANY	730-8200-67906	15 KV POLY INSULATORS	07/28/2017	27.61
MAHASKA COMMUNICATION G	730-8200-67603	SERVICE DROPS	08/01/2017	2,025.00
POWER & TEL	730-8200-67906	200' FIBER DROPS	08/02/2017	699.33
POWER & TEL	730-8200-67906	200' FIBER DROPS	08/03/2017	188.19
POWER & TEL	730-8200-67906	DROP CLAMPS	08/09/2017	28.31
RESCO	730-8200-67906	GROUND ROD FTTH	08/04/2017	686.59
SPECTRUM ADVANTAGE LLC	730-8200-67601	FIBER SPLICING - HIGH SCHOOL ROUTE	08/08/2017	452.00
STUART C. IRBY CO	730-8200-67906	FIBERGLASS PATCHES	07/28/2017	353.10
TERRY-DURIN CO.	730-8200-67906	INNERDUCT - CONDUIT - CONDUIT FITTINGS	08/11/2017	2,160.12
Total ELECTRIC CAPITAL PROJECTS FUND:				15,697.33
CASH ALLOCATION FUND				
GROUNDBREAKER HOMES	999-0000-11005	REFUND CREDIT - 1301 SOUTH "O"	08/03/2017	136.66
HALLS, KAREN	999-0000-11005	REFUND CREDIT ON ACCT	08/08/2017	74.93
IMPACT COMMUNITY ACTION P	999-0000-11005	REFUND COOLING ASST - R. NORRIS	08/03/2017	50.28
IMPACT COMMUNITY ACTION P	999-0000-11005	REFUND COOLING ASST - W. BARNES	08/03/2017	53.43
JERRY'S HOMES	999-0000-11005	REFUND CREDIT - 1314 N 6TH	08/03/2017	59.46
SHEAN, JOANN	999-0000-11005	REFUND CREDIT ON ACCT	08/03/2017	42.74
Total CASH ALLOCATION FUND:				417.50
Grand Totals:				58,114.98

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
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Board of Trustees: _____

IMU Regular Downstairs

4.B.

Meeting Date: 08/28/2017

Information

Subject

Minutes from August 14, 2017

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – AUGUST 14, 2017

The Board of Trustees met in regular session at 5:30 p.m. on August 14, 2017 in the City Hall Conference Room. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond and Adam Voigts. Absent: Mike Rozga and Deb White.

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

Claims list for August 7, 2017

Minutes from July 24 and August 7, 2017

Salaries:

Mary Zimmerman, Utility Services Rep, from CE 4-10 \$48,331/year (includes longevity) to CE 4-10 \$48,557.60/year (includes longevity) effective July 9, 2017

Cassandra Mosher, Utility Services Rep, from CE 4-1 \$36,971/year to CE 4-1.5 \$37,597/year effective July 9, 2017

Eric Schreier, from Apprentice Line Mechanic Range 23-4 \$27.190/hour to Line Mechanic Range 26-1 \$29.978/hour effective August 6, 2017

Kurt Ripperger, Director of Telecommunications, CE 12-4 \$84,638/year effective August 20, 2017

Jackie Raffety, Utility Services Rep, from CE 4-1 \$36,971/year to CE 4-1.5 \$37,597/year effective September 17, 2017

Electric Utility Action Items

Board Member McClymond introduced the following Resolution entitled "RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL TO PURCHASE NOT TO EXCEED \$9,900,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C" and moved that it be adopted. Board Member Forbush seconded the motion to adopt, and the roll being called thereon, the vote was as follows: AYES: Forbush, Voigts and McClymond. NAYS: None. ABSENT: Rozga and White. Whereupon the Chairperson declared the Resolution duly adopted as follows:

RESOLUTION NO. 2017-200

RESOLUTION DIRECTING THE ACCEPTANCE OF A PROPOSAL
TO PURCHASE NOT TO EXCEED \$9,900,000 ELECTRIC
REVENUE CAPITAL LOAN NOTES, SERIES 2017C

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

Electric Utility Information Items – Electric Superintendent Mike Metcalf presented the electric utility informational items.

Communications Utility Action Items

Change order #1 in an amount of \$16,639.73 for the 2017 Fiber to the Home Project Material Procurement was approved on a motion by McClymond and seconded by Forbush. Question was called for and on voice the Chairperson declared the motion carried unanimously.

Communications Utility Information Items

The Board received an updated report from Curtis Dean, Smart Source Consulting.

Combined Electric, Water and Communications Utility Action Items

It was moved by McClymond and seconded by Forbush to set September 11, 2017 as the date for a public hearing to amend the FY 2018 budget. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

The following resolution entitled, “RESOLUTION APPROVING REVISED 3.3.11.2 FOR REFUNDS OR BACK BILLING” was approved on a motion by McClymond and seconded by Forbush. On roll call the vote was, AYES: Forbush, Voigts and McClymond. NAYS: None. ABSENT: Rozga and White. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-201 RESOLUTION APPROVING REVISED 3.3.11.2 FOR REFUNDS OR BACK BILLING

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

It was moved by McClymond and seconded by Forbush to approved the following resolution entitled, “A RESOLUTION CONCERNING UTILITY BILLING”. On roll call the vote was, AYES: Forbush, Voigts and McClymond. NAYS: None. ABSENT: Rozga and White. Whereupon the Chairperson declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-202 A RESOLUTION CONCERNING UTILITY BILLING

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

Combined Electric, Water and Communications Utility Informational Items – no informational items were presented.

Meeting adjourned on a motion by Forbush and seconded by McClymond.

Adam Voigts, Chair

Diana Bowlin, City Clerk

IMU Regular Downstairs

4.C.

Meeting Date: 08/28/2017

Information

Subject

Salaries

Information

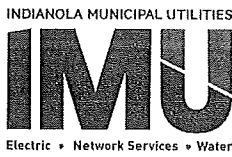
Eric Lane, from Network Services Tech Range 19-4 \$47,808/year (includes longevity) to Lead Field Tech Range 24-1 \$53,130/year (includes longevity) effective August 20, 2017

Jeremy Cross, Generation and Meter Tech, from Range 21-3 \$50,614/year (includes longevity) to Range 21-4 \$53,132/year (includes longevity) effective August 20, 2017

Fiscal Impact

Attachments

PCN's



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Eric Lane

Effective Date (must be at beginning of a pay period, except new hires): 8/20/17

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

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

Promotion: ☒ Transfer: ☒ Other Change: _____

	FROM	TO
JOB TITLE	Network Services Tech	Lead Field Technician
STATUS	FT	FT
PAY RANGE	R19-4	R24-1
PAY RATE W/OUT LONGEVITY	45,950 / 22.091	52,880 / 25.423
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	47,808 / 22.985 (\$250 Long)	53,130 / 25.542 (\$250 Long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Electric	Telecommunications
ACCOUNT NUMBER		640-8590-60165
FTE	1.0	1.0
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☒	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☒

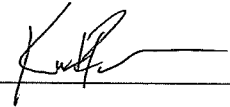
Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

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

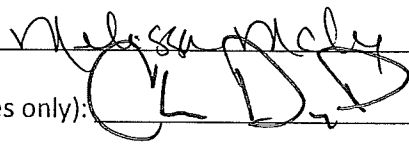
Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: 

Date: 8-18-17

Human Resources: 

Date: 8/18/17

Finance (pay changes only): 

Date: 8/18/17

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: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Jeremy Cross

Effective Date (must be at beginning of a pay period, except new hires): 8/20/2017

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: ☒
Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐
Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE	Generation and Meter Tech	Generation and Meter Tech
STATUS	FT	FT
PAY RANGE	21-3	21-4
PAY RATE W/OUT LONGEVITY	50,364 / 24.13	52,882 / 25.424
PAY RATE W/ LONGEVITY (If not eligible, put N/A)	50,614 / 24.334 (250 long)	53,132 / 25.544 (250 long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Electric	Electric
ACCOUNT NUMBER	630-8250-60150	630-8250-60150
FTE		
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☒	City Non Union ☐ City Union ☐ IMU Non Union ☐ 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: Successfully completed annual review.

APPROVALS:

Dept Head: [Signature]

Date: 8-17-2017

Human Resources: [Signature]

Date: 8/17/17

Finance (pay changes only): [Signature]

Date: 8/17/17

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: 08/28/2017

Information

Subject

June 2017 Treasurer and Financial Reports

Information

Fiscal Impact

Attachments

June 2017 Treasurer Report

Variance Report Capital Funds

Variance Report Operating Funds

FINANCIAL REPORT
MONTH OF JUNE, 2017

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,361,849.27	102,634.51	232,871.01	123,318.85	2,369.33	1,352,562.29	
011 Police	906,043.45	75,921.91	277,050.46	25,619.82	60.00	730,474.72	
015 Fire	649,325.39	8,557.38	176,857.62	1,091.15	4.80	482,111.50	
016 Ambulance	344,210.27	69,728.65	100,404.64	576.11	19,388.84	294,721.55	
041 Library	83,779.75	3,877.28	52,097.40	1,149.17	12.00	36,696.80	
042 Park & Recreation	567,758.66	44,362.47	178,145.55	1,301.85	24.00	435,253.43	
045 Memorial Pool	86,128.16	76,278.19	75,821.81	0.00	0.00	86,584.54	
071 General Fund Debt Service	133,912.56	572.92	77,437.50	0.00	0.00	57,047.98	
099 Franchise Fees-MEC	597,056.09	0.00	0.00	0.00	0.00	597,056.09	
GENERAL FUND SUB-TOTAL	4,730,063.60	381,933.31	1,170,685.99	153,056.95	21,858.97	4,072,508.90	
110 Road Use Tax (Streets)	1,651,841.17	153,244.49	193,111.30	0.00	16,359.67	1,595,614.69	
112 Trust & Agency	556,386.80	10,178.67	0.00	0.00	10,178.67	556,386.80	
115 YMCA Maintenance Obligations	278,856.46	0.00	0.00	0.00	0.00	278,856.46	
121 Local Option Sales Tax	1,436,443.28	253,962.06	0.00	0.00	0.00	1,690,405.34	
125 TIF--Downtown	2,047,098.70	57,133.18	0.00	0.00	1,161,314.36	942,917.52	
141 Library Special Revenue	35,187.29	223.71	5,421.17	0.00	0.00	29,989.83	
142 Park & Rec Special Revenue	147,511.26	5,535.37	6,210.79	0.00	0.00	146,835.84	
160 Downtown Revolving Loan	163,547.57	0.00	0.00	0.00	0.00	163,547.57	
161 Downtown Business Inc Program	13,583.69	28,923.06	1,165.95	0.00	0.00	41,340.80	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	1,068,045.57	0.00	108,776.17	12,333.33	0.00	971,602.73	
199 Police Retirement	79,433.06	116.44	0.00	0.00	1,041.67	78,507.83	
SPECIAL REVENUES SUB-TOTAL	7,497,764.92	509,316.98	314,685.38	12,333.33	1,188,894.37	6,515,835.48	
200 DEBT SERVICE (SUB-TOTAL)	2,514,331.72	9,776.97	2,154,501.25	1,200,389.33	0.00	1,569,996.77	
301 Capital Projects (General)	766,362.08	13,364.85	143,901.87	0.00	0.00	635,825.06	
321 Capital Projects (Streets)	109,926.65	670.00	-8,110.83	0.00	0.00	118,707.48	
344 Community Athletic Facility	114.12	0.00	54.44	0.00	0.00	59.68	
353 Community ReDevelopment (D&D)	-57,470.89	0.00	0.00	0.00	0.00	-57,470.89	
CAPITAL PROJECTS SUB-TOTAL	818,931.96	14,034.85	135,845.48	0.00	0.00	697,121.33	
610 Sewer	798,713.27	0.00	104,650.35	137,800.00	37,040.01	794,822.91	
650 Stormwater Utility	607,470.80	17,243.23	3,441.00	0.00	5,050.00	616,223.03	
670 Recycling	100,425.09	18,561.69	16,070.03	0.00	1,541.67	101,375.08	
710 Sewer Capital Projects	965,218.15	258,542.38	6,567.25	0.00	209,616.66	1,007,576.62	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	390,489.10	0.00	0.00	2,083.33	0.00	392,572.43	
791 Sewer Revenue Bonds	804,203.16	0.00	486,058.99	58,250.00	0.00	376,394.17	
820 Health Insurance	630,068.98	120,414.10	143,303.60	0.00	0.00	607,179.48	
830 Health Reimbursement Account	262,756.50	0.00	11,540.29	0.00	0.00	251,216.21	
840 Flex/STD	218,108.98	5,315.07	8,752.57	267.00	0.00	214,938.48	
850 Liability Insurance Reserve--City	22,208.86	34.51	0.00	0.00	0.00	22,243.37	
CITY UTILITY & IS SUB-TOTAL	4,913,901.59	420,110.98	780,384.08	198,400.33	253,248.34	4,498,780.48	
TOTAL CITY FUNDS	20,474,993.80	1,335,173.09	4,556,102.18	1,564,179.94	1,464,001.68	17,354,242.97	66%
TOTAL IMU FUNDS	8,894,026.59	1,593,975.87	1,324,576.59	223,178.16	323,356.42	9,063,247.61	34%
GRAND TOTAL CITY & IMU	29,369,020.38	2,929,148.96	5,880,678.77	1,787,358.10	1,787,358.10	26,417,490.57	
Cross Check Total						26,417,490.57	
Investments					Clerk's Balance	26,417,490.57	
Bankers Trust	\$ 21,485,523.30	1.83%					
Iowa Public Agency Inv. Trust	\$ 111,376.70	0.444%			Plus Outstanding Checks	498,893.11	
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 248,384.56	Earnings Credit			Oustanding Deposit	-18,052.88	
Sweep Account, City State Bank	\$ 4,013,018.45	0.65%					
Indianola Police Dept, City State Bank	\$ 37,605.53						
Payroll Account, TruBank	\$ (5.35)						
Checking Account, TruBank	\$ 1,000,027.48	0.15%					
Sweep Account, TruBank	\$ -						
Wells Fargo	\$ 2,400.13						
BANK BALANCE	26,898,330.80					26,898,330.80	

600 Water	259,934.51	203,274.39	113,669.49	0.00	101,453.07	248,086.34
620 IMU Administration	-60,540.42	0.00	32,179.40	92,719.82	0.00	0.00
625 Revolving Economic Development	108,242.55	159.57	0.00	0.00	0.00	108,402.12
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	2,434,882.89	1,239,213.94	1,023,043.32	22,566.67	209,557.89	2,464,062.29
640 Fiber/Communications	271,165.19	33,478.45	28,825.98	0.00	12,345.46	263,472.20
700 Water Capital Projects	1,273,264.31	0.00	38,727.17	35,991.67	0.00	1,270,528.81
730 Electric Capital Projects	3,962,066.57	117,827.96	88,131.23	0.00	0.00	3,991,763.30
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	0.00	0.00	0.00	0.00	0.00	0.00
793 Electric Revenue Bonds	181,659.07	0.00	0.00	71,900.00	0.00	253,559.07
855 Liability Insurance Reserve--IMU	13,351.92	21.56	0.00	0.00	0.00	13,373.48
IMU SUB-TOTAL	8,894,026.59	1,593,975.87	1,324,576.59	223,178.16	323,356.42	9,063,247.61

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 10,513.75	24.38%	\$ 61,883.17	\$ 95,425.78
Water Funds	\$ 2,238.17	5.19%	\$ 13,246.19	\$ 20,778.56
Sewer Funds	\$ 3,717.32	8.62%	\$ 19,018.63	\$ 27,420.41
Police Retirement	\$ 116.44	0.27%	\$ 686.85	\$ 1,182.19
Community Redevelopment	\$ -	0.00%	\$ -	\$ -
All other	\$ 26,538.86	61.54%	\$ 126,719.66	\$ 183,543.02
TOTAL	\$ 43,124.54	100.00%	\$ 221,554.50	\$ 328,349.96

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER CAPITAL PROJECTS FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
	<u>WATER CAPITAL PROJECTS</u>					
700-8100-48000	SALE OF LAND/ALLEYS	.00	20,000.00	20,000.00	.00	100.0
700-8100-49000	TRANSFER IN	.00	135,000.00	.00	(135,000.00)	.0
700-8100-49900	TRANSFER IN--WATER IMPROVE	35,991.67	431,900.04	431,900.00	(.04)	100.0
	TOTAL WATER CAPITAL PROJECTS	35,991.67	586,900.04	451,900.00	(135,000.04)	129.9
	TOTAL FUND REVENUE	35,991.67	586,900.04	451,900.00	(135,000.04)	129.9
	<u>WATER CAPITAL PROJECTS</u>					
700-8100-67100	VEHICLES	.00	37,191.97	38,000.00	808.03	97.9
700-8100-67402	WATER TOWERS	.00	75,608.34	375,000.00	299,391.66	20.2
700-8100-67403	WELL MAINTENANCE	31,875.00	143,989.30	9,000.00	(134,989.30)	1599.9
700-8100-67405	VALVES/HYDRANT REPLACEMENT	.00	.00	5,000.00	5,000.00	.0
700-8100-67406	WATER MAINS	960.00	1,050.00	120,000.00	118,950.00	.9
700-8100-67905	METERS (NON-RADIO READ)	4,340.17	45,010.13	45,000.00	(10.13)	100.0
700-8100-67906	MATERIALS--STOCK/INVENTORY	1,552.00	2,403.04	.00	(2,403.04)	.0
	TOTAL WATER CAPITAL PROJECTS	38,727.17	305,252.78	592,000.00	286,747.22	51.6
	TOTAL FUND EXPENDITURES	38,727.17	305,252.78	592,000.00	286,747.22	51.6
	NET REVENUE OVER EXPENDITURES	(2,735.50)	281,647.26	(140,100.00)	(421,747.26)	201.0

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC CAPITAL PROJECTS FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
<u>ELECTRIC CAPITAL PROJECTS</u>					
730-8200-45629 MISO TRANSMISSION REVENUE	30,350.95	452,941.04	521,000.00	68,058.96	86.9
730-8200-45632 PEAK CAPACITY CONTRACT	45,558.22	575,726.22	636,000.00	60,273.78	90.5
730-8200-45633 SUBSTATION CAPACITY	5,928.00	71,136.00	71,100.00	(36.00)	100.1
730-8200-45638 ELECTRIC INSTALL FEE	16,788.49	191,552.61	150,000.00	(41,552.61)	127.7
730-8200-45853 FIBER SERVICE INSTALLATIONS	19,202.30	222,718.28	221,455.00	(1,263.28)	100.6
730-8200-47100 REFUNDS/REIMBURSEMENTS	.00	117,239.47	120,000.00	2,760.53	97.7
TOTAL ELECTRIC CAPITAL PROJECT	117,827.96	1,631,313.62	1,719,555.00	88,241.38	94.9
TOTAL FUND REVENUE	117,827.96	1,631,313.62	1,719,555.00	88,241.38	94.9
<u>ELECTRIC CAPITAL PROJECTS</u>					
730-8200-67100 VEHICLES	11,829.40	45,639.40	90,000.00	44,360.60	50.7
730-8200-67245 SPECIALIZED EQUIPMENT	6,871.54	74,421.31	175,000.00	100,578.69	42.5
730-8200-67303 BORING--CUSTOMER PAID	.00	20,955.00	35,000.00	14,045.00	59.9
730-8200-67304 ELECTRIC MATERIALS--CUSTOMER P	11,637.29	108,169.09	100,000.00	(8,169.09)	108.2
730-8200-67305 TRANSMISSION & WIND INVENTORY	.00	.00	85,000.00	85,000.00	.0
730-8200-67307 PROJECT 700	.00	700.00	3,000.00	2,300.00	23.3
730-8200-67311 LINE CONSTRUCTION	.00	.00	55,000.00	55,000.00	.0
730-8200-67313 STREET LIGHTS	5,422.53	18,290.03	.00	(18,290.03)	.0
730-8200-67601 COMMUNICATION SYSTEM CONSTR	787.38	19,048.58	225,000.00	205,951.42	8.5
730-8200-67603 FIBER DROPS (SERVICE LINES)	9,328.17	65,574.43	.00	(65,574.43)	.0
730-8200-67604 ONTS (EQUIPMENT ON BUILDINGS)	2,574.31	36,489.87	.00	(36,489.87)	.0
730-8200-67605 NETWORK ENGINEERING AND DESIG	15,539.95	424,878.21	.00	(424,878.21)	.0
730-8200-67901 FINANCIAL SYSTEM	46,201.94	88,625.37	100,000.00	11,374.63	88.6
730-8200-67904 RADIO READ METERS	.00	(3,758.43)	20,000.00	23,758.43	(18.8)
730-8200-67905 HWY 92 WEST RELOCATION-IDOT	.00	375.00	.00	(375.00)	.0
730-8200-67906 MATERIALS--STOCK/INVENTORY	(22,061.28)	(17,862.51)	.00	17,862.51	.0
TOTAL ELECTRIC CAPITAL PROJECT	88,131.23	881,545.35	888,000.00	6,454.65	99.3
TOTAL FUND EXPENDITURES	88,131.23	881,545.35	888,000.00	6,454.65	99.3
NET REVENUE OVER EXPENDITURES	29,696.73	749,768.27	831,555.00	81,786.73	90.2

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
<u>WATER</u>					
600-8100-43000 INTEREST	2,238.17	20,778.56	25,000.00	4,221.44	83.1
600-8100-43100 RENT--LAND & FACILITIES	.00	3,150.00	3,100.00	(50.00)	101.6
600-8100-43400 LEASE--UTILITY	3,450.00	40,425.00	38,000.00	(2,425.00)	106.4
600-8100-45001 ADMINISTRATIVE FEE--WATER	1,088.69	562.94	20,000.00	19,437.06	2.8
600-8100-45150 FIRE SERVICE FEES	.00	9,738.45	8,500.00	(1,238.45)	114.6
600-8100-45400 CONNECTION FEE	2,100.00	25,311.28	20,000.00	(5,311.28)	126.6
600-8100-45450 COLLECTION SERVICE RECOVERY	.00	239.35	.00	(239.35)	.0
600-8100-45600 WATER SALES	179,812.93	2,231,451.63	2,139,000.00	(92,451.63)	104.3
600-8100-45601 CONSTRUCTION WATER	175.00	1,785.00	1,000.00	(785.00)	178.5
600-8100-45602 WATER METER FEES	2,300.00	27,870.00	20,000.00	(7,870.00)	139.4
600-8100-45603 OTHER WATER FEES	1,424.98	11,655.78	11,000.00	(655.78)	106.0
600-8100-46600 SPECIAL ASSESSMENT--WATER	.00	2,231.00	1,000.00	(1,231.00)	223.1
600-8100-47100 REFUNDS/REIMBURSEMENTS	.00	101.77	.00	(101.77)	.0
600-8100-47400 MISC SALES (COPIES/SCRAP/ETC)	25.00	4,769.70	.00	(4,769.70)	.0
600-8100-48900 SALES TAX	10,659.62	134,463.38	128,300.00	(6,163.38)	104.8
TOTAL WATER	203,274.39	2,514,533.84	2,414,900.00	(99,633.84)	104.1
TOTAL FUND REVENUE	203,274.39	2,514,533.84	2,414,900.00	(99,633.84)	104.1

PLANT OPERATIONS

600-8110-60170 SALARY/WAGES--OPERATIONAL	22,240.49	190,571.67	159,400.00	(31,171.67)	119.6
600-8110-60180 SALARY/WAGES--SUPERINTENDENT	10,478.56	94,575.09	92,300.00	(2,275.09)	102.5
600-8110-61100 FICA	3,546.79	31,610.87	19,300.00	(12,310.87)	163.8
600-8110-61300 IPERS	4,201.24	36,880.35	22,500.00	(14,380.35)	163.9
600-8110-61420 DEFERRED COMP--457	540.00	6,480.00	6,600.00	120.00	98.2
600-8110-61810 UNIFORMS/CLOTHING ALLOWANCE	.00	1,375.00	1,700.00	325.00	80.9
600-8110-62100 MEMBERSHIP DUES/SUBSCRIPTIONS	1,527.26	3,903.18	3,000.00	(903.18)	130.1
600-8110-62300 EDUCATION/TRAINING	360.00	3,479.79	7,000.00	3,520.21	49.7
600-8110-63710 UTILITIES	10,541.38	143,963.77	160,000.00	16,036.23	90.0
600-8110-63730 TELEPHONE	539.76	2,812.18	3,000.00	187.82	93.7
600-8110-64200 INSPECTIONS/TESTING	.00	133.34	.00	(133.34)	.0
600-8110-64900 MISC CONSULTING	.00	.00	500.00	500.00	.0
600-8110-64990 MISC CONTRACTUAL	1,320.00	9,379.38	12,000.00	2,620.62	78.2
600-8110-65010 CHEMICALS	8,422.23	57,733.19	70,000.00	12,266.81	82.5
600-8110-65012 LAB SUPPLIES/REAGENTS	.00	3,004.53	6,500.00	3,495.47	46.2
600-8110-65070 MATERIALS/SUPPLIES	12.99	238.23	1,000.00	761.77	23.8
600-8110-65082 FREIGHT	.00	.00	5,000.00	5,000.00	.0
600-8110-65500 PERSONAL PROTECTIVE EQUIPMEN	.00	535.18	1,000.00	464.82	53.5
TOTAL PLANT OPERATIONS	63,730.70	586,675.75	570,800.00	(15,875.75)	102.8

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>PLANT MAINTENANCE</u>					
600-8120-63100	REPAIR/MAINT--BLDG/GROUNDS	352.00	1,182.87	2,500.00	1,317.13	47.3
600-8120-63410	REPAIR/MAINT--EQUIPMENT	2,214.49	15,436.99	30,000.00	14,563.01	51.5
600-8120-64090	JANITORIAL SERVICES	429.24	3,374.62	3,500.00	125.38	96.4
600-8120-65070	MATERIALS/SUPPLIES	397.39	1,482.20	3,000.00	1,517.80	49.4
	TOTAL PLANT MAINTENANCE	3,393.12	21,476.68	39,000.00	17,523.32	55.1
	<u>WATER DISTRIBUTION</u>					
600-8150-60150	SALARY/WAGES--MAINTENANCE	14,327.24	130,542.29	159,400.00	28,857.71	81.9
600-8150-61100	FICA	.00	.00	12,200.00	12,200.00	.0
600-8150-61300	IPERS	.00	.00	14,300.00	14,300.00	.0
600-8150-63453	REPAIR/MAINT--SYSTEM	2,053.19	12,409.77	40,000.00	27,590.23	31.0
600-8150-64070	ENGINEERING	.00	.00	1,000.00	1,000.00	.0
600-8150-64900	MISC CONSULTING	.00	2,350.00	3,000.00	650.00	78.3
600-8150-65072	MATERIALS/SUPPLIES--MAINTENANC	2,280.87	11,353.15	25,000.00	13,646.85	45.4
	TOTAL WATER DISTRIBUTION	18,661.30	156,655.21	254,900.00	98,244.79	61.5
	<u>FLEET/VEHICLES</u>					
600-8160-63320	REPAIR/MAINT--VEHICLES	.00	5,822.19	2,500.00	(3,322.19)	232.9
600-8160-65050	VEHICLE OPERATING SUPPLIES	613.30	5,916.38	15,000.00	9,083.62	39.4
600-8160-65072	MATERIALS/SUPPLIES--MAINTENANC	49.17	739.16	1,500.00	760.84	49.3
	TOTAL FLEET/VEHICLES	662.47	12,477.73	19,000.00	6,522.27	65.7
	<u>METER READING</u>					
600-8170-60165	SALARY/WAGES--METER READ/REPA	3,954.61	28,802.70	13,000.00	(15,802.70)	221.6
600-8170-61100	FICA	219.58	1,440.16	1,000.00	(440.16)	144.0
600-8170-61300	IPERS	287.01	1,875.71	1,200.00	(675.71)	156.3
600-8170-64990	MISC CONTRACTUAL (ITRON)	581.30	2,302.84	2,000.00	(302.84)	115.1
	TOTAL METER READING	5,042.50	34,421.41	17,200.00	(17,221.41)	200.1

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
<u>OVERHEAD</u>					
600-8180-61430 EMPLOYEE ASSISTANCE PROGRAM	.00	126.00	100.00 (	26.00)	126.0
600-8180-61440 WELLNESS PROGRAM	125.00	1,350.00	1,500.00	150.00	90.0
600-8180-61500 HEALTH INSURANCE	8,444.96	101,339.52	100,700.00 (	639.52)	100.6
600-8180-61501 DENTAL INSURANCE	.00	.00	5,800.00	5,800.00	.0
600-8180-61502 VISION INSURANCE	.00	.00	600.00	600.00	.0
600-8180-61550 LIFE INSURANCE/ADD/LTD	308.40	1,976.77	1,500.00 (	476.77)	131.8
600-8180-61599 WORKERS' COMP INSURANCE	.00	9,834.00	10,000.00	166.00	98.3
600-8180-64081 INSURANCE--AUTO	.00	2,226.00	2,400.00	174.00	92.8
600-8180-64082 INSURANCE--GENERAL LIABILITY	.00	3,920.00	5,000.00	1,080.00	78.4
600-8180-64083 INSURANCE--PROPERTY	.00	11,047.00	12,000.00	953.00	92.1
600-8180-64084 INSURANCE--BOILER/MACHINERY	.00	2,909.00	3,000.00	91.00	97.0
600-8180-64110 LEGAL SERVICE FEES	75.00	75.00	.00 (	75.00)	.0
600-8180-64121 DRUG & ALCOHOL TESTING	.00	53.00	500.00	447.00	10.6
600-8180-64180 SALES TAX	8,256.40	134,411.64	128,300.00 (	6,111.64)	104.8
600-8180-69550 TRANSFER OUT--STD	18.00	813.60	1,200.00	386.40	67.8
600-8180-69825 TRANSFER OUT HRA	.00	7,800.00	7,800.00	.00	100.0
TOTAL OVERHEAD	17,227.76	277,881.53	280,400.00	2,518.47	99.1

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>ADMIN/GENERAL</u>					
600-8190-60110	SALARIES--ADMINISTRATION	2,894.58	38,845.66	.00 (	38,845.66)	.0
600-8190-60130	SALARIES--CLERICAL	.00	284.30	.00 (	284.30)	.0
600-8190-60165	SALARY NETWORK ASSOCIATE 1	.00	166.25	.00 (	166.25)	.0
600-8190-61100	FICA	222.39	3,019.89	.00 (	3,019.89)	.0
600-8190-61300	IPERS	247.22	3,467.66	.00 (	3,467.66)	.0
600-8190-61420	DEFERRED COMP--457	33.26	805.35	.00 (	805.35)	.0
600-8190-61440	WELLNESS PROGRAM	.00	656.90	.00 (	656.90)	.0
600-8190-61500	HEALTH INSURANCE	256.11	6,609.81	.00 (	6,609.81)	.0
600-8190-61501	DENTAL INSURANCE	22.69	536.43	.00 (	536.43)	.0
600-8190-61502	VISION INSURANCE	.00	24.31	.00 (	24.31)	.0
600-8190-61599	WORKERS' COMP INSURANCE	.00	218.86	.00 (	218.86)	.0
600-8190-62100	MEMBERSHIP DUES/SUBSCRIPTIONS	.00	2,409.73	.00 (	2,409.73)	.0
600-8190-63730	TELEPHONE	277.90	3,634.81	.00 (	3,634.81)	.0
600-8190-64010	AUDITS	.00	3,060.00	.00 (	3,060.00)	.0
600-8190-64020	ADVERTISING & LEGAL NOTICES	98.40	685.88	.00 (	685.88)	.0
600-8190-64082	INSURANCE--GENERAL LIABILITY	.00	676.28	.00 (	676.28)	.0
600-8190-64110	LEGAL SERVICE FEES	.00	436.05	.00 (	436.05)	.0
600-8190-64500	FINANCIAL MANAGEMENT SERVICES	.00	326.62	.00 (	326.62)	.0
600-8190-64990	MISC CONTRACTUAL	501.63	7,202.99	1,000.00 (	6,202.99)	720.3
600-8190-65070	MATERIALS/SUPPLIES	.00	218.06	.00 (	218.06)	.0
600-8190-65077	MATERIALS/SUPPLIES--PROMOTION	.00	16.06	.00 (	16.06)	.0
600-8190-65080	POSTAGE	.00	96.61	.00 (	96.61)	.0
600-8190-66990	REFUND/REIMBURSEMENT	25.00	8,708.00	500.00 (	8,208.00)	1741.6
600-8190-67240	COMPUTER HARDWARE/SOFTWARE	.00	369.79	.00 (	369.79)	.0
600-8190-69550	TRANSFER OUT--STD	1.71	74.38	.00 (	74.38)	.0
600-8190-69620	TRANSFER OUT CITY CLERK'S OFFI	4,382.16	52,585.92	.00 (	52,585.92)	.0
600-8190-69621	TRANSFER OUT INFO & TECH	979.34	11,752.08	.00 (	11,752.08)	.0
600-8190-69625	TRANSFER OUT HUMAN RESOURCE	442.05	4,862.55	.00 (	4,862.55)	.0
600-8190-69825	TRANSFER OUT HRA	.00	780.00	.00 (	780.00)	.0
600-8190-69880	TRANSFER OUT--IMU ADMINISTRATI	.00	442.05	.00 (	442.05)	.0
	TOTAL ADMIN/GENERAL	10,384.44	152,973.28	1,500.00 (	151,473.28)	10198.
	<u>DEPARTMENT 8192</u>					
600-8192-64990	MISC CONTRACTUAL	390.46	3,795.47	.00 (	3,795.47)	.0
	TOTAL DEPARTMENT 8192	390.46	3,795.47	.00 (	3,795.47)	.0
	<u>IMU TRANSFERS</u>					
600-8197-69880	TRANSFER OUT--IMU ADMINISTRATI	18,543.97	18,543.97	207,800.00	189,256.03	8.9
600-8197-69900	TRANSFER OUT--WATER IMPROVE	71,733.34	860,800.08	860,800.00 (	.08)	100.0
600-8197-69910	TRANSFER OUT--WATER REV BONDS	.00	116,655.32	276,800.00	160,144.68	42.1
	TOTAL IMU TRANSFERS	90,277.31	995,999.37	1,345,400.00	349,400.63	74.0

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

WATER OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>CITY TRANSFERS</u>					
600-8198-69101	TRANSFER OUT PILOT	5,352.50	64,212.50	64,200.00	(12.50)	100.0
	TOTAL CITY TRANSFERS	5,352.50	64,212.50	64,200.00	(12.50)	100.0
	<u>DEPARTMENT 8299</u>					
600-8299-64850	SPONSORSHIP/SUPPORT	.00	7,996.50	.00	(7,996.50)	.0
	TOTAL DEPARTMENT 8299	.00	7,996.50	.00	(7,996.50)	.0
	TOTAL FUND EXPENDITURES	215,122.56	2,314,565.43	2,592,400.00	277,834.57	89.3
	NET REVENUE OVER EXPENDITURES	(11,848.17)	199,968.41	(177,500.00)	(377,468.41)	112.7

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

IMU ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
	<u>IMU ADMINISTRATION</u>					
620-8000-49880	TRANSFER IN--IMU ADMINISTRATIO	92,719.82	92,719.82	1,093,900.00	1,001,180.18	8.5
620-8000-49882	TRANSFER IN--SAFETY	.00	.00	18,000.00	18,000.00	.0
	TOTAL IMU ADMINISTRATION	92,719.82	92,719.82	1,111,900.00	1,019,180.18	8.3
	TOTAL FUND REVENUE	92,719.82	92,719.82	1,111,900.00	1,019,180.18	8.3
	<u>OVERHEAD</u>					
620-8080-61430	EMPLOYEE ASSISTANCE PROGRAM	.00	.00	100.00	100.00	.0
620-8080-61440	WELLNESS PROGRAM	.00	.00	1,500.00	1,500.00	.0
620-8080-61500	HEALTH INSURANCE	4,026.66	12,079.98	67,100.00	55,020.02	18.0
620-8080-61501	DENTAL INSURANCE	58.34	175.02	3,800.00	3,624.98	4.6
620-8080-61502	VISION INSURANCE	7.12	21.36	500.00	478.64	4.3
620-8080-61550	LIFE INSURANCE/ADD/LTD	.00	.00	1,300.00	1,300.00	.0
620-8080-61599	WORKERS' COMP INSURANCE	.00	.00	4,500.00	4,500.00	.0
620-8080-64082	INSURANCE--GENERAL LIABILITY	.00	.00	5,000.00	5,000.00	.0
620-8080-69550	TRANSFER OUT--STD	.00	.00	800.00	800.00	.0
620-8080-69825	TRANSFER OUT HRA	.00	.00	5,500.00	5,500.00	.0
	TOTAL OVERHEAD	4,092.12	12,276.36	90,100.00	77,823.64	13.6

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

IMU ADMINISTRATION FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
<u>ADMIN/GENERAL</u>					
620-8090-60110 SALARIES--ADMINISTRATION	8,006.32	18,506.48	156,200.00	137,693.52	11.9
620-8090-60130 SALARIES--CLERICAL	13,877.84	32,805.39	41,300.00	8,494.61	79.4
620-8090-60165 SALARY-METER READERS	.00	.00	12,400.00	12,400.00	.0
620-8090-60190 SALARIES--TRUSTEES	.00	.00	5,900.00	5,900.00	.0
620-8090-61100 FICA	1,677.94	3,936.76	16,600.00	12,663.24	23.7
620-8090-61300 IPERS	1,954.23	4,582.12	19,300.00	14,717.88	23.7
620-8090-61420 DEFERRED COMP--457	400.00	1,200.00	5,100.00	3,900.00	23.5
620-8090-61440 WELLNESS PROGRAM	50.00	210.00	.00	(210.00)	.0
620-8090-62100 MEMBERSHIP DUES/SUBSCRIPTIONS	.00	.00	50,000.00	50,000.00	.0
620-8090-62300 EDUCATION/TRAINING	.00	.00	2,500.00	2,500.00	.0
620-8090-62700 MILEAGE	.00	31.57	500.00	468.43	6.3
620-8090-63730 TELEPHONE	50.00	352.12	16,000.00	15,647.88	2.2
620-8090-64010 AUDITS	.00	425.00	20,000.00	19,575.00	2.1
620-8090-64020 ADVERTISING & LEGAL NOTICES	50.00	198.00	5,000.00	4,802.00	4.0
620-8090-64110 LEGAL SERVICE FEES	.00	180.00	20,000.00	19,820.00	.9
620-8090-64120 MEDICAL/PHYSICALS/IMMUNIZATION	.00	.00	500.00	500.00	.0
620-8090-64140 PRINTING	.00	119.60	2,500.00	2,380.40	4.8
620-8090-64180 SALES TAX	.00	.00	100.00	100.00	.0
620-8090-64190 COMPUTER/TECHNOLOGY SERVICE	.00	1,792.35	500.00	(1,292.35)	358.5
620-8090-64500 FINANCIAL MANAGEMENT SERVICES	.00	1,730.80	2,500.00	769.20	69.2
620-8090-64900 MISC CONSULTING SERVICES	.00	.00	2,500.00	2,500.00	.0
620-8090-64990 MISC CONTRACTUAL	.00	108.43	40,000.00	39,891.57	.3
620-8090-65070 MATERIALS/SUPPLIES	751.21	2,258.45	7,500.00	5,241.55	30.1
620-8090-65072 MATERIALS/SUPPLIES--MAINTENANC	.00	3.20	.00	(3.20)	.0
620-8090-65077 MATERIALS/SUPPLIES--PROMOTION	.00	.00	1,000.00	1,000.00	.0
620-8090-65080 POSTAGE	89.68	416.04	2,000.00	1,583.96	20.8
620-8090-65990 MISCELLANEOUS	5.31	125.31	800.00	674.69	15.7
620-8090-67240 COMPUTER HARDWARE/SOFTWARE	.00	29.40	10,000.00	9,970.60	.3
TOTAL ADMIN/GENERAL	26,912.53	69,011.02	440,700.00	371,688.98	15.7
<u>IMU ADMIN--GM</u>					
620-8091-60110 SALARY/WAGES--ADMINISTRATION	.00	.00	124,100.00	124,100.00	.0
620-8091-61100 FICA	.00	.00	9,500.00	9,500.00	.0
620-8091-61300 IPERS	.00	.00	11,100.00	11,100.00	.0
620-8091-61420 DEFERRED COMP--457	.00	.00	3,100.00	3,100.00	.0
620-8091-62300 EDUCATION/TRAINING	.00	1,635.00	2,500.00	865.00	65.4
620-8091-62700 MILEAGE	.00	.00	3,000.00	3,000.00	.0
620-8091-63730 TELEPHONE	447.13	1,362.32	.00	(1,362.32)	.0
620-8091-64110 LEGAL SERVICE FEES	.00	7,552.50	.00	(7,552.50)	.0
620-8091-64140 PRINTING	.00	35.00	.00	(35.00)	.0
620-8091-64990 MISC CONTRACTUAL	732.93	852.93	.00	(852.93)	.0
TOTAL IMU ADMIN--GM	1,180.06	11,437.75	153,300.00	141,862.25	7.5

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

IMU ADMINISTRATION FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>IMU ADMIN--SAFETY</u>					
620-8092-64142	MAPS/PRINTS	.00	.00	5,000.00	5,000.00	.0
620-8092-64990	MISC CONTRACTUAL	.00	.00	7,000.00	7,000.00	.0
620-8092-65078	MATERIALS/SUPPLIES--SAFETY	.00	.00	500.00	500.00	.0
620-8092-65990	MISCELLANEOUS	.00	.00	500.00	500.00	.0
620-8092-67245	SPECIALIZED EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
	<u>TOTAL IMU ADMIN--SAFETY</u>	<u>.00</u>	<u>.00</u>	<u>14,000.00</u>	<u>14,000.00</u>	<u>.0</u>
	<u>CITY TRANSFERS</u>					
620-8098-69620	TRANSFER OUT CITY CLERK'S OFFI	.00 (	.01)	308,300.00	308,300.01	.0
620-8098-69621	TRANSFER OUT-INFO & TECH	.00	.00	68,900.00	68,900.00	.0
620-8098-69880	TRANSFER OUT IMU-HR	.00	.01	31,100.00	31,099.99	.0
	<u>TOTAL CITY TRANSFERS</u>	<u>.00</u>	<u>.00</u>	<u>408,300.00</u>	<u>408,300.00</u>	<u>.0</u>
	<u>TOTAL FUND EXPENDITURES</u>	<u>32,184.71</u>	<u>92,725.13</u>	<u>1,106,400.00</u>	<u>1,013,674.87</u>	<u>8.4</u>
	<u>NET REVENUE OVER EXPENDITURES</u>	<u>60,535.11 (</u>	<u>5.31)</u>	<u>5,500.00</u>	<u>5,505.31 (</u>	<u>.1)</u>

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
<u>ELECTRIC</u>					
630-8200-40650 POLE FRANCHISE FEES	.00	10,780.00	20,000.00	9,220.00	53.9
630-8200-43000 INTEREST	9,944.49	90,369.47	100,000.00	9,630.53	90.4
630-8200-44250 FEMA	.00	11,825.90	.00	(11,825.90)	.0
630-8200-45001 ADMINISTRATIVE FEE--ELECTRIC	1,681.41	23,133.60	20,000.00	(3,133.60)	115.7
630-8200-45400 CONNECTION FEE	2,683.95	27,203.95	25,000.00	(2,203.95)	108.8
630-8200-45405 DISCONNECT FEE	4,791.83	54,280.42	45,000.00	(9,280.42)	120.6
630-8200-45450 COLLECTION SERVICE RECOVERY	.00	798.75	300.00	(498.75)	266.3
630-8200-45550 RETURN CHECK FEE	210.00	3,330.00	2,500.00	(830.00)	133.2
630-8200-45629 MISO TRANSMISSION REVENUE	7,587.74	111,572.43	90,000.00	(21,572.43)	124.0
630-8200-45630 ELECTRIC SERVICE FEES	936,552.48	13,324,271.88	13,401,400.00	77,128.12	99.4
630-8200-45631 PEAKING POWER & ENERGY	.00	22,305.49	40,000.00	17,694.51	55.8
630-8200-45632 PEAK CAPACITY CONTRACT	11,389.56	210,202.56	88,800.00	(121,402.56)	236.7
630-8200-45633 SUBSTATION CAPACITY	1,482.00	17,784.00	17,500.00	(284.00)	101.6
630-8200-45634 ELECTRIC SERVICE--CONSTRUCTIO	600.00	5,700.00	3,000.00	(2,700.00)	190.0
630-8200-45635 ELECTRIC SERVICE--TEMPORARY	175.00	3,001.07	1,000.00	(2,001.07)	300.1
630-8200-45636 ELECTRIC METER FEES	500.00	6,100.00	5,000.00	(1,100.00)	122.0
630-8200-45637 CASH ADJUSTMENT	(21.20)	198.39	.00	(198.39)	.0
630-8200-45639 RENEWABLE ENERGY CONTRIBUTIO	1,524.73	16,192.41	15,000.00	(1,192.41)	108.0
630-8200-47100 REFUNDS/REIMBURSEMENTS	240,655.00	596,985.53	.00	(596,985.53)	.0
630-8200-47106 PROJECT SHARE CONTRIBUTIONS	15.00	280.00	.00	(280.00)	.0
630-8200-47400 MISC SALES (COPIES/SCRAP/ETC)	638.60	6,101.94	5,000.00	(1,101.94)	122.0
630-8200-48900 SALES TAX	18,803.35	262,528.34	224,700.00	(37,828.34)	116.8
630-8200-49900 TRANSFER IN--WATER IMPROVE	22,566.67	270,800.04	270,800.00	(.04)	100.0
TOTAL ELECTRIC	1,261,780.61	15,075,746.17	14,375,000.00	(700,746.17)	104.9
TOTAL FUND REVENUE	1,261,780.61	15,075,746.17	14,375,000.00	(700,746.17)	104.9
630-8190-64020 ADVERTISING & LEGAL NOTICES	372.87	863.25	.00	(863.25)	.0
TOTAL DEPARTMENT 8190	372.87	863.25	.00	(863.25)	.0

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
<u>PLANT OPERATIONS</u>					
630-8210-60170 SALARY/WAGES--OPERATIONAL	4,137.13	45,969.27	66,600.00	20,630.73	69.0
630-8210-61100 FICA	2,077.57	15,823.07	10,200.00	(5,623.07)	155.1
630-8210-61300 IPERS	1,144.64	11,114.90	11,900.00	785.10	93.4
630-8210-61420 DEFERRED COMP--457	75.00	900.00	1,800.00	900.00	50.0
630-8210-61810 UNIFORMS/CLOTHING ALLOWANCE	.00	825.00	600.00	(225.00)	137.5
630-8210-62100 MEMBERSHIP DUES/SUBSCRIPTIONS	.00	13,943.00	.00	(13,943.00)	.0
630-8210-62300 EDUCATION/TRAINING	103.86	1,925.58	1,000.00	(925.58)	192.6
630-8210-63710 UTILITIES	2,304.93	33,180.50	42,000.00	8,819.50	79.0
630-8210-64900 MISC CONSULTING	.00	1,280.88	5,000.00	3,719.12	25.6
630-8210-65010 CHEMICALS	2,418.44	2,418.44	.00	(2,418.44)	.0
630-8210-65049 FUEL	24.74	24.74	5,000.00	4,975.26	.5
630-8210-65500 PERSONAL PROTECTIVE EQUIPMEN	.00	2,413.74	2,500.00	86.26	96.6
TOTAL PLANT OPERATIONS	12,286.31	129,819.12	146,600.00	16,780.88	88.6
<u>PLANT MAINTENANCE</u>					
630-8220-60150 SALARY/WAGES--MAINTENANCE	14,114.64	109,568.91	66,600.00	(42,968.91)	164.5
630-8220-61100 FICA	198.37	1,723.70	.00	(1,723.70)	.0
630-8220-61300 IPERS	583.47	4,287.56	.00	(4,287.56)	.0
630-8220-63100 REPAIR/MAINT--BLDG/GROUNDS	708.29	5,276.65	20,000.00	14,723.35	26.4
630-8220-63410 REPAIR/MAINT--EQUIPMENT	40.00	115.00	10,000.00	9,885.00	1.2
630-8220-64090 JANITORIAL SERVICES	1,307.14	20,270.36	22,000.00	1,729.64	92.1
630-8220-64200 INSPECTIONS/TESTING	25.98	3,991.36	4,000.00	8.64	99.8
630-8220-65072 MATERIALS/SUPPLIES--MAINTENANC	844.15	9,500.82	23,000.00	13,499.18	41.3
TOTAL PLANT MAINTENANCE	17,822.04	154,734.36	145,600.00	(9,134.36)	106.3
<u>TURBINES</u>					
630-8225-63410 REPAIR/MAINT--EQUIPMENT	10,775.13	20,279.08	25,000.00	4,720.92	81.1
630-8225-64990 MISC CONTRACTUAL	.00	.00	1,000.00	1,000.00	.0
630-8225-65049 FUEL	.00	.00	50,000.00	50,000.00	.0
TOTAL TURBINES	10,775.13	20,279.08	76,000.00	55,720.92	26.7
<u>PURCHASED ENERGY</u>					
630-8230-63990 RENEWABLE ENERGY PURCHASED	35,904.00	383,264.00	404,000.00	20,736.00	94.9
630-8230-63991 ELECTRIC ENERGY PURCHASED (BU	682,090.15	8,955,434.95	9,476,300.00	520,865.05	94.5
630-8230-63992 TRANSMISSION FEES	44,530.05	689,243.66	705,000.00	15,756.34	97.8
TOTAL PURCHASED ENERGY	762,524.20	10,027,942.61	10,585,300.00	557,357.39	94.7

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
<u>DISTRIBUTION OPERATIONS</u>					
630-8240-60180 SALARY/WAGES--SUPERINTENDENT	11,119.77	91,138.65	87,600.00	(3,538.65)	104.0
630-8240-61100 FICA	855.56	7,043.29	6,700.00	(343.29)	105.1
630-8240-61300 IPERS	993.00	8,153.31	7,900.00	(253.31)	103.2
630-8240-61420 DEFERRED COMP--457	175.00	2,362.50	2,100.00	(262.50)	112.5
630-8240-61501 DENTAL INSURANCE	88.88	888.80	.00	(888.80)	.0
630-8240-61502 VISION INSURANCE	7.12	78.32	.00	(78.32)	.0
630-8240-61810 UNIFORMS/CLOTHING ALLOWANCE	.00	3,025.00	3,300.00	275.00	91.7
630-8240-62300 EDUCATION/TRAINING	42.67	10,695.67	10,000.00	(695.67)	107.0
630-8240-63710 UTILITIES	.00	2,033.53	5,000.00	2,966.47	40.7
630-8240-63730 TELEPHONE	1,536.42	8,871.14	6,000.00	(2,871.14)	147.9
630-8240-64900 MISC CONSULTING SERVICES	.00	.00	5,000.00	5,000.00	.0
630-8240-65500 PERSONAL PROTECTIVE EQUIPMEN	14.85	11,210.17	15,000.00	3,789.83	74.7
630-8240-65990 MISCELLANEOUS	.00	.00	1,500.00	1,500.00	.0
TOTAL DISTRIBUTION OPERATIONS	14,833.27	145,500.38	150,100.00	4,599.62	96.9
<u>DISTRIBUTION MAINTENANCE</u>					
630-8250-60150 SALARY/WAGES--MAINTENANCE	69,327.43	598,099.90	710,700.00	112,600.10	84.2
630-8250-61100 FICA	4,626.94	42,234.40	5,440.00	(36,794.40)	776.4
630-8250-61300 IPERS	6,432.48	55,086.34	63,500.00	8,413.66	86.8
630-8250-61420 DEFERRED COMP--457	505.00	6,060.00	10,800.00	4,740.00	56.1
630-8250-63423 REPAIR/MAINT--STREET LIGHTS	625.88	35,106.88	25,000.00	(10,106.88)	140.4
630-8250-63453 REPAIR/MAINT--SYSTEM	.00	4,974.76	30,000.00	25,025.24	16.6
630-8250-64120 MEDICAL/PHYSICALS	.00	172.00	.00	(172.00)	.0
630-8250-64200 INSPECTIONS/TESTING	639.98	25,020.73	25,000.00	(20.73)	100.1
630-8250-64750 BORING	.00	31,600.00	30,000.00	(1,600.00)	105.3
630-8250-64990 MISC CONTRACTUAL	947.00	18,823.00	30,000.00	11,177.00	62.7
630-8250-65072 MATERIALS/SUPPLIES--MAINTENANC	15,016.34	100,964.53	130,000.00	29,035.47	77.7
TOTAL DISTRIBUTION MAINTENANCE	98,121.05	918,142.54	1,060,440.00	142,297.46	86.6
<u>TRANSMISSION</u>					
630-8255-60150 SALARY/WAGES--MAINTENANCE	230.24	3,086.87	11,500.00	8,413.13	26.8
630-8255-61100 FICA	3.76	18.90	900.00	881.10	2.1
630-8255-61300 IPERS	41.21	260.01	1,000.00	739.99	26.0
630-8255-62100 MEMBERSHIP DUES/SUBSCRIPTIONS	.00	1,788.17	.00	(1,788.17)	.0
630-8255-63100 REPAIR/MAINT--BLDG/GROUNDS	26,509.71	55,615.26	.00	(55,615.26)	.0
630-8255-65072 MATERIALS/SUPPLIES-MAINTENANC	.00	943.40	.00	(943.40)	.0
630-8255-65990 MISCELLANEOUS	.00	874.85	500.00	(374.85)	175.0
TOTAL TRANSMISSION	26,784.92	62,587.46	13,900.00	(48,687.46)	450.3

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>FLEET/VEHICLES</u>					
630-8260-63320	REPAIR/MAINT--VEHICLES	4,323.01	34,233.43	40,000.00	5,766.57	85.6
630-8260-65050	VEHICLE OPERATING SUPPLIES	1,560.94	15,129.88	30,000.00	14,870.12	50.4
630-8260-65072	MATERIALS/SUPPLIES--MAINTENANC	182.91	5,341.99	8,000.00	2,658.01	66.8
	<u>TOTAL FLEET/VEHICLES</u>	<u>6,066.86</u>	<u>54,705.30</u>	<u>78,000.00</u>	<u>23,294.70</u>	<u>70.1</u>
	<u>METER READING</u>					
630-8270-60165	SALARY/WAGES--METER READ/REPA	3,954.37	32,534.32	36,000.00	3,465.68	90.4
630-8270-61100	FICA	219.58	1,709.49	2,800.00	1,090.51	61.1
630-8270-61300	IPERS	286.99	2,183.15	3,300.00	1,116.85	66.2
630-8270-64990	MISC CONTRACTUAL	581.30	2,302.83	3,000.00	697.17	76.8
	<u>TOTAL METER READING</u>	<u>5,042.24</u>	<u>38,729.79</u>	<u>45,100.00</u>	<u>6,370.21</u>	<u>85.9</u>
	<u>OVERHEAD</u>					
630-8280-61430	EMPLOYEE ASSISTANCE PROGRAM	.00	288.00	400.00	112.00	72.0
630-8280-61440	WELLNESS PROGRAM	125.00	1,173.00	1,200.00	27.00	97.8
630-8280-61500	HEALTH INSURANCE	20,406.26	225,402.42	242,000.00	16,597.58	93.1
630-8280-61550	LIFE INSURANCE/ADD/LTD	710.84	4,129.79	3,000.00	(1,129.79)	137.7
630-8280-61599	WORKERS' COMP INSURANCE	.00	18,303.00	28,000.00	9,697.00	65.4
630-8280-62100	MEMBERSHIP DUES/SUBSCRIPTIONS	.00	6,266.07	.00	(6,266.07)	.0
630-8280-62300	EDUCATION/TRAINING	.00	586.92	.00	(586.92)	.0
630-8280-64081	INSURANCE--AUTO	.00	7,528.00	8,000.00	472.00	94.1
630-8280-64082	INSURANCE--GENERAL LIABILITY	.00	10,130.00	10,500.00	370.00	96.5
630-8280-64083	INSURANCE--PROPERTY	.00	43,908.00	45,000.00	1,092.00	97.6
630-8280-64084	INSURANCE--BOILER/MACHINERY	.00	43,307.00	45,000.00	1,693.00	96.2
630-8280-64110	LEGAL SERVICE FEES	.00	315.00	.00	(315.00)	.0
630-8280-64121	DRUG & ALCOHOL TESTING	.00	741.00	1,000.00	259.00	74.1
630-8280-64180	SALES TAX	18,552.22	263,034.57	277,300.00	14,265.43	94.9
630-8280-64181	USE TAX	.00	1,954.00	3,000.00	1,046.00	65.1
630-8280-69550	TRANSFER OUT--STD	48.00	1,999.65	2,800.00	800.35	71.4
630-8280-69825	TRANSFER OUT HRA	.00	18,200.00	19,500.00	1,300.00	93.3
	<u>TOTAL OVERHEAD</u>	<u>39,842.32</u>	<u>647,266.42</u>	<u>686,700.00</u>	<u>39,433.58</u>	<u>94.3</u>

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

	PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
<u>ADMIN/GENERAL</u>					
630-8290-60110 SALARIES--ADMINISTRATION	10,968.92	147,204.14	.00 (	147,204.14)	.0
630-8290-60130 SALARIES--CLERICAL	.00	1,077.35	.00 (	1,077.35)	.0
630-8290-60165 SALARY NETWORK ASSOCIATE 1	.00	629.98	.00 (	629.98)	.0
630-8290-61100 FICA	842.66	11,446.18	.00 (	11,446.18)	.0
630-8290-61300 IPERS	936.89	13,140.32	.00 (	13,140.32)	.0
630-8290-61420 DEFERRED COMP-457	125.98	3,050.62	.00 (	3,050.62)	.0
630-8290-61440 WELLNESS PROGRAM	.00	1,332.26	.00 (	1,332.26)	.0
630-8290-61500 HEALTH INSURANCE	970.53	25,047.79	.00 (	25,047.79)	.0
630-8290-61501 DENTAL INSURANCE	85.98	2,032.84	.00 (	2,032.84)	.0
630-8290-61502 VISION INSURANCE	.00	92.33	.00 (	92.33)	.0
630-8290-61599 WORKERS' COMP INSURANCE	.00	829.36	.00 (	829.36)	.0
630-8290-62100 MEMBERSHIP DUES/SUBSCRIPTIONS	3,960.00	30,727.24	.00 (	30,727.24)	.0
630-8290-62300 EDUCATION/TRAINING	227.40	3,853.38	.00 (	3,853.38)	.0
630-8290-62700 MILEAGE	356.31	2,703.86	.00 (	2,703.86)	.0
630-8290-63730 TELEPHONE	404.10	6,701.86	.00 (	6,701.86)	.0
630-8290-64010 AUDITS	.00	10,080.00	.00 (	10,080.00)	.0
630-8290-64020 ADVERTISING & LEGAL NOTICES	.00	3,068.82	.00 (	3,068.82)	.0
630-8290-64082 INSURANCE--GENERAL LIABILITY	.00	2,535.66	.00 (	2,535.66)	.0
630-8290-64110 LEGAL SERVICE FEES	.00	1,371.96	.00 (	1,371.96)	.0
630-8290-64180 SALES TAX	.00	1.80	.00 (	1.80)	.0
630-8290-64500 FINANCIAL MANAGEMENT SERVICES	.00	1,143.18	.00 (	1,143.18)	.0
630-8290-64900 MISC CONSULTING SERVICES	.00	9,733.88	6,800.00 (	2,933.88)	143.2
630-8290-64990 MISC CONTRACTUAL	1,900.93	28,315.97	29,800.00	1,484.03	95.0
630-8290-65070 MATERIALS/SUPPLIES	.00	1,536.15	.00 (	1,536.15)	.0
630-8290-65077 MATERIALS/SUPPLIES--PROMOTION	.00	152.20	.00 (	152.20)	.0
630-8290-65080 POSTAGE	54.46	436.19	.00 (	436.19)	.0
630-8290-65990 MISCELLANEOUS	.00	172.00	.00 (	172.00)	.0
630-8290-66990 REFUND/REIMBURSEMENT	.00	313.95	500.00	186.05	62.8
630-8290-67240 COMPUTER HARDWARE/SOFTWARE	.00	3,680.03	.00 (	3,680.03)	.0
630-8290-67306 ENERGY EFFICIENCY PROGRAM	7,395.52	65,787.86	50,000.00 (	15,787.86)	131.6
630-8290-69550 TRANSFER OUT--STD	6.48	281.76	.00 (	281.76)	.0
630-8290-69620 TRANSFER OUT--CITY CLERK'S OFF	18,989.39	227,872.69	.00 (	227,872.69)	.0
630-8290-69621 TRANSFER OUT INFO & TECH	4,243.82	50,925.84	.00 (	50,925.84)	.0
630-8290-69625 TRANSFER OUT HUMAN RESOURCE	1,915.58	21,071.38	.00 (	21,071.38)	.0
630-8290-69825 TRANSFER OUT HRA	.00	2,730.00	.00 (	2,730.00)	.0
630-8290-69880 TRANSFER OUT--IMU ADMINISTRATI	.00	1,915.57	.00 (	1,915.57)	.0
TOTAL ADMIN/GENERAL	53,384.95	682,996.40	87,100.00 (	595,896.40)	784.2
<u>DEPARTMENT 8291</u>					
630-8291-62700 MILEAGE	.00	462.24	.00 (	462.24)	.0
TOTAL DEPARTMENT 8291	.00	462.24	.00 (	462.24)	.0

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

ELECTRIC OPERATING FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
	<u>DEPARTMENT 8292</u>					
630-8292-64990	MISC CONTRACTUAL	390.43	4,829.60	.00	(4,829.60)	.0
	TOTAL DEPARTMENT 8292	390.43	4,829.60	.00	(4,829.60)	.0
	<u>IMU TRANSFER</u>					
630-8297-69713	TRANSFER OUT--ELECTRIC REVENUE	71,900.00	862,800.00	862,800.00	.00	100.0
630-8297-69880	TRANSFER OUT--IMU ADMINISTRATIVE	64,903.87	64,903.87	706,626.00	641,722.13	9.2
	TOTAL IMU TRANSFER	136,803.87	927,703.87	1,569,426.00	641,722.13	59.1
	<u>CITY TRANSFERS & PILOT</u>					
630-8298-69101	TRANSFER OUT PILOT	47,550.75	670,100.00	670,100.00	.00	100.0
	TOTAL CITY TRANSFERS & PILOT	47,550.75	670,100.00	670,100.00	.00	100.0
	<u>ECONOMIC DEVELOPMENT TRANSFERS</u>					
630-8299-64850	SPONSORSHIP/SUPPORT	.00	.00	35,000.00	35,000.00	.0
	TOTAL ECONOMIC DEVELOPMENT TRANSFERS	.00	.00	35,000.00	35,000.00	.0
	TOTAL FUND EXPENDITURES	1,232,601.21	14,486,662.42	15,349,366.00	862,703.58	94.4
	NET REVENUE OVER EXPENDITURES	29,179.40	589,083.75	(974,366.00)	(1,563,449.75)	60.5

CITY OF INDIANOLA IA
REVENUES/EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

FIBER/COMMUNICATIONS FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEARNED	PCNT
	<u>FIBER/COMMUNICATIONS</u>					
640-8550-40650	COMMUNICATIONS FRANCHISE FEES	.00	7,410.31	10,000.00	2,589.69	74.1
640-8550-43000	INTEREST	388.13	3,598.05	2,500.00	(1,098.05)	143.9
640-8550-43400	LEASE--UTILITY	33,090.32	377,300.97	315,000.00	(62,300.97)	119.8
	<u>TOTAL FIBER/COMMUNICATIONS</u>	<u>33,478.45</u>	<u>388,309.33</u>	<u>327,500.00</u>	<u>(60,809.33)</u>	<u>118.6</u>
	 <u>TOTAL FUND REVENUE</u>	 <u>33,478.45</u>	 <u>388,309.33</u>	 <u>327,500.00</u>	 <u>(60,809.33)</u>	 <u>118.6</u>

	<u>FIBER/COMMUNICATIONS</u>					
640-8550-60165	SALARY METER READERS	.00	874.98	46,471.00	45,596.02	1.9
640-8550-61100	FICA	.00	65.23	3,555.00	3,489.77	1.8
640-8550-61300	IPERS CONTRIBUTION	.00	78.13	4,150.00	4,071.87	1.9
640-8550-61420	DEFERRED COMP--457	.00	.00	900.00	900.00	.0
640-8550-61810	UNIFORMS/CLOTHING ALLOWANCE	.00	275.00	275.00	.00	100.0
640-8550-62100	MEMBERSHIP DUES/SUBSCRIPTIONS	.00	309.00	.00	(309.00)	.0
640-8550-62300	EDUCATION/TRAINING	.00	622.10	.00	(622.10)	.0
640-8550-63464	REPAIR/MAINT--FIBER	757.19	19,547.57	27,600.00	8,052.43	70.8
640-8550-63730	TELEPHONE	75.49	230.83	.00	(230.83)	.0
640-8550-64010	AUDITS	.00	360.00	.00	(360.00)	.0
640-8550-64110	LEGAL SERVICE FEES	.00	364.05	35,000.00	34,635.95	1.0
640-8550-64150	EXPENSES-LEASES	19,202.30	217,580.58	221,455.00	3,874.42	98.3
640-8550-64900	MISC CONSULTING	75.00	15,665.00	15,000.00	(665.00)	104.4
640-8550-64990	MISC CONTRACTUAL	.00	(11,835.90)	3,000.00	14,835.90	(394.5)
640-8550-65990	MISCELLANEOUS	250.00	250.00	.00	(250.00)	.0
	<u>TOTAL FIBER/COMMUNICATIONS</u>	<u>20,359.98</u>	<u>244,386.57</u>	<u>357,406.00</u>	<u>113,019.43</u>	<u>68.4</u>

CITY OF INDIANOLA IA
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 12 MONTHS ENDING JUNE 30, 2017

FIBER/COMMUNICATIONS FUND

		PERIOD ACTUAL	YTD ACTUAL	AMENDED BUDGET	UNEXPENDED	PCNT
DEPARTMENT 8590						
640-8590-60110	SALARIES--ADMINISTRATION	1,371.10	18,400.50	.00 (	18,400.50)	.0
640-8590-60130	SALARIES--CLERICAL	.00	134.67	.00 (	134.67)	.0
640-8590-60165	SALARY NETWORK ASSOCIATE 1	5,301.85	44,293.93	.00 (	44,293.93)	.0
640-8590-61100	FICA	504.12	4,758.82	.00 (	4,758.82)	.0
640-8590-61300	IPERS	590.57	5,615.40	.00 (	5,615.40)	.0
640-8590-61420	DEFERRED COMP--457	15.76	381.53	.00 (	381.53)	.0
640-8590-61430	EMPLOYEE ASSISTANCE PROGRAM	.00	18.00	.00 (	18.00)	.0
640-8590-61440	WELLNESS PROGRAM	.00	95.84	.00 (	95.84)	.0
640-8590-61500	HEALTH INSURANCE	121.32	3,131.06	.00 (	3,131.06)	.0
640-8590-61501	DENTAL INSURANCE	10.75	254.23	.00 (	254.23)	.0
640-8590-61502	VISION INSURANCE	.00	11.52	.00 (	11.52)	.0
640-8590-61550	LIFE INSURANCE/ADD/LTD	16.40	101.50	.00 (	101.50)	.0
640-8590-61599	WORKERS' COMP INSURANCE	.00	362.67	.00 (	362.67)	.0
640-8590-62100	MEMBERSHIP DUES/SUBSCRIPTIONS	.00	1,068.03	.00 (	1,068.03)	.0
640-8590-63730	TELEPHONE	159.30	2,363.04	.00 (	2,363.04)	.0
640-8590-64020	ADVERTISING & LEGAL NOTICES	137.21	775.43	.00 (	775.43)	.0
640-8590-64082	INSURANCE--GENERAL LIABILITY	.00	322.80	.00 (	322.80)	.0
640-8590-64110	LEGAL SERVICE FEES	.00	1,396.50	.00 (	1,396.50)	.0
640-8590-64500	FINANCIAL MANAGEMENT SERVICES	.00	163.31	.00 (	163.31)	.0
640-8590-64900	MISC CONSULTING SERVICES	.00	108.64	.00 (	108.64)	.0
640-8590-64990	MISC CONTRACTUAL	237.62	2,857.77	.00 (	2,857.77)	.0
640-8590-65070	MATERIALS/SUPPLIES	.00	111.57	.00 (	111.57)	.0
640-8590-65077	MATERIALS/SUPPLIES--PROMOTION	.00	1.36	.00 (	1.36)	.0
640-8590-65080	POSTAGE	.00	40.29	.00 (	40.29)	.0
640-8590-67240	COMPUTER HARDWARE/SOFTWARE	.00	12.78	.00 (	12.78)	.0
640-8590-69550	TRANSFER OUT--STD	.81	35.21	.00 (	35.21)	.0
640-8590-69620	TRANSFER OUT--CITY CLERK'S OFF	2,320.12	27,841.44	.00 (	27,841.44)	.0
640-8590-69621	TRANSFER OUT INFO & TECH	518.51	6,222.12	.00 (	6,222.12)	.0
640-8590-69625	TRANSFER OUT HUMAN RESOURCE	234.04	2,574.44	.00 (	2,574.44)	.0
640-8590-69825	TRANSFER OUT HRA	.00	390.00	.00 (	390.00)	.0
640-8590-69880	TRANSFER OUT--IMU ADMINISTRATI	.00	234.04	.00 (	234.04)	.0
	TOTAL DEPARTMENT 8590	11,539.48	124,078.44	.00 (	124,078.44)	.0
IMU TRANSFER						
640-8597-69650	TRANSFER OUT FRANCHISE FEES	.00	7,410.31	10,000.00	2,589.69	74.1
640-8597-69880	TRANSFER OUT--IMU ADMINISTRATI	9,271.98	9,271.98	85,941.00	76,669.02	10.8
	TOTAL IMU TRANSFER	9,271.98	16,682.29	95,941.00	79,258.71	17.4
	TOTAL FUND EXPENDITURES	41,171.44	385,147.30	453,347.00	68,199.70	85.0
	NET REVENUE OVER EXPENDITURES	(7,692.99)	3,162.03	(125,847.00)	(129,009.03)	2.5

Meeting Date: 08/28/2017

Information

Subject

\$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C

Information

Ahlers and Cooney have prepared the following resolutions (packet) for the \$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C, for the Board of Trustee's approval.

- Resolution appointing paying agent, note registrar and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement
- Approval of the tax exemption certificate
- Approval of the continuing disclosure certificate
- Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes

Fiscal Impact

Attachments

Resolutions

Board Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BANKERS TRUST COMPANY OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION APPOINTING BANKERS TRUST COMPANY
OF DES MOINES, IOWA, TO SERVE AS PAYING AGENT,
NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING
THE PAYING AGENT AND NOTE REGISTRAR AND
TRANSFER AGENT AGREEMENT AND AUTHORIZING
THE EXECUTION OF THE AGREEMENT

WHEREAS, \$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C, dated September 13, 2017, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the notes; and

WHEREAS, this Board has deemed that the services offered by Bankers Trust Company of Des Moines, Iowa, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Note Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and Bankers Trust Company.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, STATE OF IOWA:

Section 1. That Bankers Trust Company of Des Moines, Iowa, is hereby appointed to serve as Paying Agent, Note Registrar and Transfer Agent in connection with the issuance of \$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C, dated September 13, 2017.

Section 2. That the Agreement with Bankers Trust Company of Des Moines, Iowa, is hereby approved and that the Chairperson and Secretary are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this _____ day of _____, 2017.

Chairperson of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

Board Member _____ moved that the form of Tax Exemption Certificate be placed on file and approved. Board Member _____ seconded the motion and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Board Member _____ moved that the form of Continuing Disclosure Certificate be placed on file and approved. Board Member _____ seconded the motion and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Board Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$6,680,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C, OF THE CITY OF INDIANOLA, STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF THE NOTES", and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Chairperson declared the following Resolution duly adopted:

A RESOLUTION APPROVING AND AUTHORIZING A FORM
OF LOAN AGREEMENT AND AUTHORIZING AND
PROVIDING FOR THE ISSUANCE AND SECURING THE
PAYMENT OF \$6,680,000 ELECTRIC REVENUE CAPITAL
LOAN NOTES, SERIES 2017C, OF THE CITY OF INDIANOLA,
STATE OF IOWA, UNDER THE PROVISIONS OF THE CITY
CODE OF IOWA, AND PROVIDING FOR A METHOD OF
PAYMENT OF THE NOTES

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities of the City of Indianola, State of Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the Municipal Electric Utility, sometimes hereinafter referred to as the "System", and the revenues have not been pledged and are available for the payment of Electric Revenue Capital Loan Notes, Series 2017C, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Electric Revenue Capital Loan Notes, Series 2017C, to the extent of \$6,680,000, for the purpose of defraying the costs of the project as set forth in Section 3 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan Agreement be approved and authorized; and

WHEREAS, there have been heretofore issued certain electric revenue bonds, notes or other obligations, part of which remain outstanding and are a lien on the net revenues of the System (defined herein as the "Outstanding Obligations"); and

WHEREAS, in the Resolution authorizing the issuance of the Outstanding Obligations it is provided that additional Revenue Notes or Bonds may be issued on a parity with the Outstanding Obligations, for the costs of future improvements and extensions to the System or refunding outstanding obligations, provided that there has been procured and placed on file with the Secretary, a statement complying with the conditions and limitations therein imposed upon the issuance of Parity Obligations; and

WHEREAS, a statement of Ted Wiegand, CPA, an Independent Auditor not in the regular employ of Issuer, has been placed on file in the office of the Secretary, showing the conditions and limitations of the Resolution, dated March 9, 2015, with regard to the sufficiency of the revenues of the System to permit the issuance of additional Revenue Notes or Bonds ranking on a parity with the Outstanding Obligations to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of \$6,680,000 Electric Revenue Notes, Series 2017C, has heretofore been duly published and no objections to such proposed action have been filed:

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES OF THE CITY OF INDIANOLA, IN THE COUNTY OF WARREN, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Additional Obligations" shall mean any electric revenue notes or bonds issued on a parity with the Notes in accordance with the provisions of this Resolution.
- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "BAM" shall mean Build America Mutual Assurance Company, or any successor thereto.
- "Beneficial Owner" shall mean the person in whose name such Note is recorded as the beneficial owner of a Note by a Participant on the records of such Participant or such person's subrogee.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Debt Service Reserve Agreement" shall mean a Debt Service Reserve Agreement between the Issuer and BAM in substantially the form attached to and approved by this Resolution.
- "Depository Notes" shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company, or any successor book-entry securities depository appointed for the Notes.
- "Fiscal Year" shall mean the twelve-month period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System. Requirements of a Fiscal Year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the Fiscal Year and include any payment of principal or interest falling due on the first day of the

succeeding Fiscal Year, except to the extent of any conflict with the terms of the Outstanding Bonds while the same remain outstanding.

- "Governing Body" shall mean the Board of Trustees of the Indianola Municipal Utilities of the City, or its successor in function with respect to the operation and control of the System.
- "Independent Auditor" shall mean an independent firm of Certified Public Accountants or the Auditor of State.
- "Insured Obligations" shall mean the Notes.
- "Issuer" and "City" shall mean the City of Indianola, by and through the Board of Trustees of the Indianola Municipal Utilities, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Net Revenues" shall mean gross earnings of the System after deduction of current expenses; "Current Expenses" shall mean and include the reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.
- "Notes" shall mean \$6,680,000 Electric Revenue Capital Loan Notes, Series 2017C, authorized to be issued by this Resolution.
- "Original Purchaser" shall mean the purchaser of the Notes from Issuer at the time of their original issuance.
- "Outstanding Obligations" shall mean the Electric Revenue Refunding Capital Loan Notes, Series 2015, dated March 26, 2015, issued in accordance with a Resolution adopted March 9, 2015, \$5,558,000 of which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System.
- "Parity Obligations" shall mean electric revenue notes, bonds or other obligations payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued, and shall include Additional Obligations as authorized to be issued under the terms of this Resolution and the Outstanding Obligations. The Outstanding Obligations and Parity Obligations are not secured by the Reserve Fund.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.

- "Paying Agent" shall mean Bankers Trust Company, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Permitted Investments" shall mean:
 - direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
 - obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:
 - Export - Import Bank
 - Farm Credit System Financial Assistance Corporation
 - USDA Rural Development
 - General Services Administration
 - U.S. Maritime Administration
 - Small Business Administration
 - Government National Mortgage Association (GNMA)
 - U.S. Department of Housing & Urban Development (FHA's)
 - Federal Housing Administration
 - repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
 - senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
 - U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
 - commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
 - investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P, or "AAA" or "AA" by Moody's Investors Services, Inc.;

■ pre-refunded municipal obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

■ tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;

■ an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and

■ Iowa Public Agency Investment Trust.

• "Policy" shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

• "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.

• "Registrar" shall mean Bankers Trust Company of Des Moines, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

- "Representation Letter" shall mean the Blanket Issuer Letter of Representations executed and delivered by the Issuer to DTC on file with DTC.
- "Reserve Fund Requirement" shall mean an amount equal to the lesser of (a) the maximum annual amount of the principal and interest coming due on the Notes; (b) 10% of the stated principal amount of the Notes; or (c) 125% of the average annual principal and interest coming due on the Notes. For purposes of this definition: (1) "issue price" shall be substituted for "stated principal amount" for issues with original issue discount or original issue premium of more than a de minimus amount; and (2) stated principal amount shall not include any portion of an issue refunded or advance refunded by a subsequent issue. In lieu of maintaining and depositing moneys in the Debt Service Reserve Fund, the Issuer may hold in deposit in the Reserve Fund a letter of credit issued by a domestic or foreign bank or an irrevocable debt service reserve fund insurance policy issued by a bond insurance company, in an amount equal to the Reserve Fund Requirement, such bank or bond insurance company, as the case may be, having a credit rating at the time of such delivery in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by Moody's or S&P. Only the Notes are secured by the Reserve Fund; the Outstanding Obligations and Parity Obligations are not secured by the Reserve Fund.
- "Resolution" shall mean this resolution authorizing the issuance of the Notes.
- "Secretary" shall mean the Secretary of the Board of Trustees of the Indianola Municipal Utilities, or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.
- "Security Documents" shall mean the resolution, loan agreement, note and/or any additional or supplemental document executed in connection with the Insured Obligations.
- "System" shall mean the Municipal Electric Utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the Secretary or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.
- "Yield Restricted" shall mean required to be invested at a yield that is not materially higher than the yield on the Notes under section 148 (a) of the Internal Revenue Code or regulations issued thereunder.

Section 2. Authority. The Loan Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83, of the City Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Loan Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the Secretary of the Board of Trustees. The Debt Service Reserve Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Chairperson and attested by the Secretary of the Board of Trustees. The Chairperson and Secretary are further authorized and directed to execute, attest, seal and deliver for and on behalf of the Issuer any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Electric Revenue Capital Loan Notes of the City of Indianola, in the County of Warren, State of Iowa, in the aggregate amount of \$6,680,000, for the purpose of paying costs of improvements and extensions to the Municipal Electric Utility, including the construction of an expansion of the existing fiber optic communications system to serve the Municipal Electric Utility, including the acquisition of equipment and installation of conduit, overhead and underground fiber, vaults, pedestals and splitter cabinets, and building and other improvements to the electric line shop.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the net revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Electric Revenue Capital Loan Notes, Series 2017C, of the City in the amount of \$6,680,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "\$6,680,000 ELECTRIC REVENUE CAPITAL LOAN NOTES, SERIES 2017C", be dated September 13, 2017, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, such interest payable on May 1, 2018, and semiannually thereafter on the 1st day of November and May in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Chairperson and attested by the manual or facsimile signature of the Secretary of the Board of Trustees, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be

payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity May 1st
\$335,000	5.000%	2025
\$425,000	4.000%	2026
\$440,000	4.000%	2027
\$455,000	4.000%	2028
\$475,000	4.000%	2029
\$490,000	4.000%	2030
\$520,000	4.000%	2031
\$535,000	4.000%	2032
\$560,000	4.000%	2033
\$575,000	4.000%	2034
\$600,000	4.000%	2035
\$625,000	4.000%	2036
\$645,000	4.000%	2037

Section 6. Redemption. Notes maturing on and after May 1, 2026, are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on May 1, 2025, or on any date thereafter at a redemption price equal to the principal amount of the Notes, together with accrued interest to the date fixed for redemption, without premium.

Thirty days' notice of redemption shall be given to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Section 6. Issuance of Notes in Book-Entry Form; Replacement Notes.

(a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in the Authorized Denominations, the Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of the principal amount is prepaid, the principal amount less the prepaid amount); and such Depository Notes shall be registered in the name of Cede & Co., as nominee of DTC. Payment of semi-annual interest for any Depository Note shall be made by wire transfer

or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated in or pursuant to the Representation Letter.

(b) With respect to Depository Notes, neither the Issuer nor the Paying Agent shall have any responsibility or obligation to any Participant or to any Beneficial Owner. Without limiting the immediately preceding sentence, neither the Issuer nor the Paying Agent shall have any responsibility or obligation with respect to (i) the accuracy of the records of DTC or its nominee or of any Participant with respect to any ownership interest in the Notes, (ii) the delivery to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any notice with respect to the Notes, (iii) the payment to any Participant, any Beneficial Owner or any other person, other than DTC or its nominee, of any amount with respect to the principal of, premium, if any, or interest on the Notes, or (iv) the failure of DTC to provide any information or notification on behalf of any Participant or Beneficial Owner.

The Issuer and the Paying Agent may treat DTC or its nominee as, and deem DTC or its nominee to be, the absolute owner of each Note for the purpose of payment of the principal of, premium, if any, and interest on such Note, for the purpose of all other matters with respect to such Note, for the purpose of registering transfers with respect to such Notes, and for all other purposes whatsoever (except for the giving of certain Noteholder consents, in accordance with the practices and procedures of DTC as may be applicable thereto). The Paying Agent shall pay all principal of, premium, if any, and interest on the Notes only to or upon the order of the noteholders as shown on the Registration Books, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of, premium, if any, and interest on the Notes to the extent so paid. Notwithstanding the provisions of this Resolution to the contrary (including without limitation those provisions relating to the surrender of Notes, registration thereof, and issuance in Authorized Denominations), as long as the Notes are Depository Notes, full effect shall be given to the Representation Letter and the procedures and practices of DTC thereunder, and the Paying Agent shall comply therewith.

(c) Upon (i) a determination by the Issuer that DTC is no longer able to carry out its functions or is otherwise determined unsatisfactory, or (ii) a determination by DTC that the Notes are no longer eligible for its depository services or (iii) a determination by the Paying Agent that DTC has resigned or discontinued its services for the Notes, if such substitution is authorized by law, the Issuer shall (A) designate a satisfactory substitute depository as set forth below or, if a satisfactory substitute is not found, (B) provide for the exchange of Depository Notes for replacement Notes in Authorized Denominations.

(d) To the extent authorized by law, if the Issuer determines to provide for the exchange of Depository Notes for Notes in Authorized Denominations, the Issuer shall so notify the Paying Agent and shall provide the Registrar with a supply of executed unauthenticated Notes to be so exchanged. The Registrar shall thereupon notify the owners of the Notes and provide for such exchange, and to the extent that the Beneficial Owners are designated as the transferee by the owners, the Notes will be delivered in appropriate form, content and Authorized Denominations to the Beneficial Owners, as their interests appear.

(e) Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. Bankers Trust Company is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be

made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one Note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Notes, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the

month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Payment of principal shall only be made upon surrender of the Notes to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Chairperson and Secretary shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar, unless and until there shall have been provided the following:

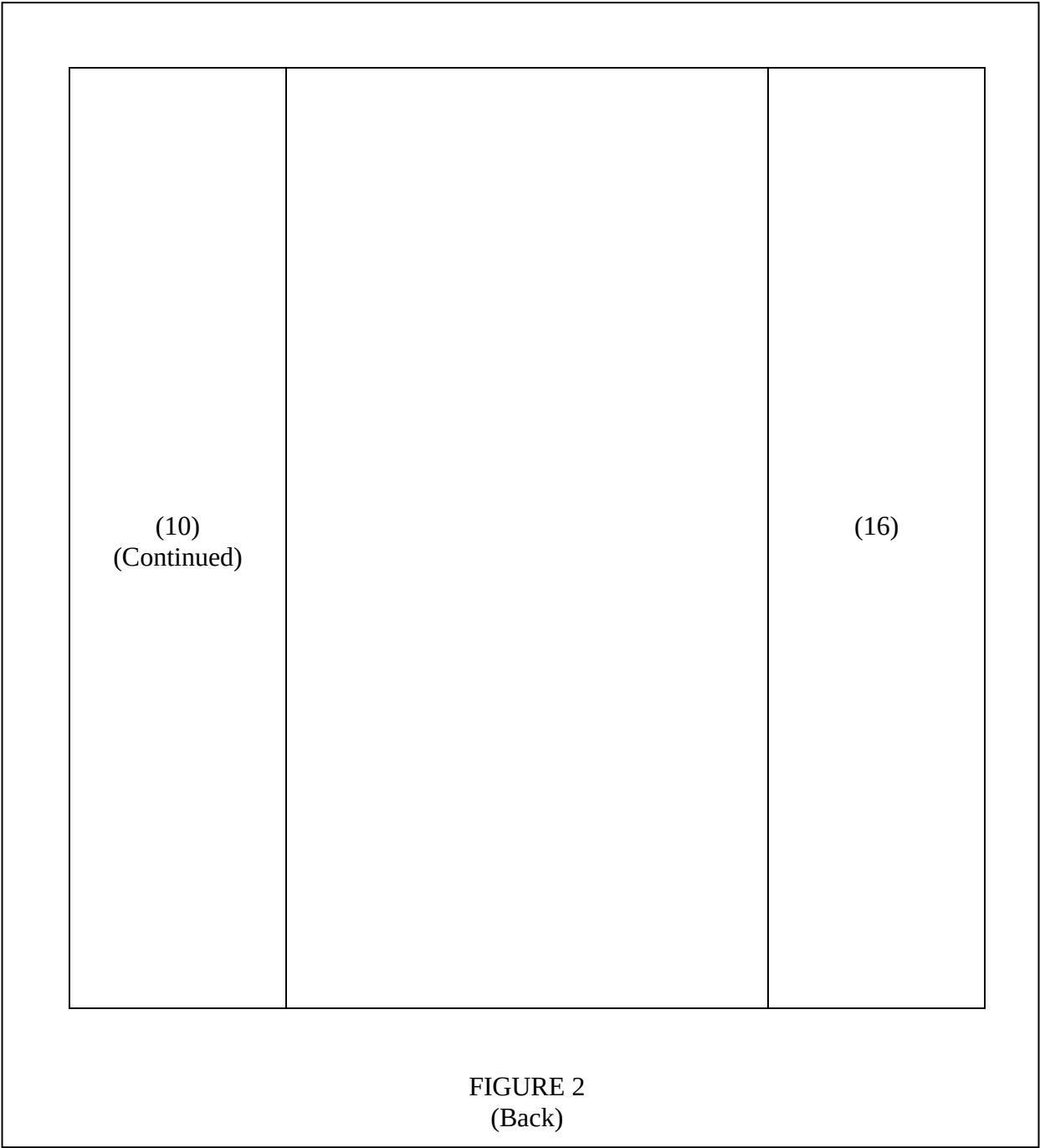
- ◆ A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
- ◆ A written order of Issuer signed by the Treasurer directing the authentication and delivery of the Notes to or upon the order of the Original Purchaser upon payment of the purchase price as set forth therein;
- ◆ The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered Noteholder.

Section 12. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)		(6)	
(7)		(8)	
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Note)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)



The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1= "STATE OF IOWA"
"COUNTY OF WARREN"
"CITY OF INDIANOLA"
"ELECTRIC REVENUE CAPITAL LOAN NOTE"
"SERIES 2017C"

Item 2, figure 1 = Rate: _____
Item 3, figure 1 = Maturity: _____
Item 4, figure 1 = Note Date: September 13, 2017
Item 5, figure 1 = CUSIP No.: _____
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Note No. _____
Item 8, figure 1 = Principal Amount: \$_____

Item 9, figure 1= The City of Indianola, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Item 9A, figure 1 = (Registration panel to be completed by Registrar or Printer with name of Registered Owner).

Item 10, figure 1 = or registered assigns, the principal sum of _____ THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of Bankers Trust Company, Paying Agent of this issue, or its successor, with interest on such sum from the date hereof until paid at the rate per annum specified above, payable on May 1, 2018, and semiannually thereafter on the 1st day of November and May in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa, for the purpose of paying costs of improvements and extensions to the Municipal Electric Utility, including the construction of an expansion of the existing fiber optic communications system to serve the Municipal Electric Utility, including the acquisition of equipment and installation of conduit, overhead and underground fiber, vaults, pedestals and splitter cabinets, and building and other improvements to the electric line shop, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated September 13, 2017, in conformity to a Resolution of the Board of Trustees of the Indianola Municipal Utilities of the City duly passed and approved. For a complete statement of the revenues and funds from

which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes or Bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing on and after May 1, 2026, are subject to redemption at the option of the Issuer, as a whole or in part, from any source of available funds, on May 1, 2025, or on any date thereafter at a redemption price equal to the principal amount of the Notes, together with accrued interest to the date fixed for redemption, without premium.

Thirty days' notice of redemption shall be given to the registered owner of the Note. Failure to give such notice by mail to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by Bankers Trust Company, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other obligations ranking on a parity therewith, and any Additional Obligations which may be hereafter issued and outstanding from time to time on a parity with the Notes, as provided in the Note Resolution and Loan Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the Net Revenues of the Municipal Electric Utility (the "System"), as defined and provided in the Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by the System in each year for the payment of the proper and reasonable

expenses of operation and maintenance of the System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other Obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of the Net Revenues to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, the City by its Board of Trustees of the Indianola Municipal Utilities has caused this Note to be signed by the manual or facsimile signature of its Chairperson and attested by the manual or facsimile signature of its Secretary, with the seal of the Board printed or impressed hereon, and authenticated by the manual signature of an authorized representative of the Registrar, Bankers Trust Company, Des Moines, Iowa.

Item 11, figure 1 = Date of Authentication:
Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by Bankers Trust Company
BANKERS TRUST COMPANY, Registrar

By: _____
Authorized Signature

Item 13, figure 1 = Registrar and Transfer Agent: Bankers Trust Company
Paying Agent: Bankers Trust Company

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)
Item 15, figure 1 = (Signature Block)

CITY OF INDIANOLA, BY AND THROUGH ITS BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES, STATE OF IOWA

By: _____ (manual or facsimile signature)
Chairperson of the Board of Trustees

ATTEST:

By: _____ (manual or facsimile signature)
Secretary of the Board of Trustees

Item 17, figure 1 = (Assignment Block)
(Information Required for Registration)

STATEMENT OF INSURANCE

Build America Mutual Assurance Company (“BAM”), New York, New York, has delivered its municipal bond insurance policy (the “Policy”) with respect to the scheduled payments due of principal of and interest on this Note to Bankers Trust Company, Des Moines, Iowa, or its successor, as paying agent for the Notes (the “Paying Agent”). Said Policy is on file and available for inspection at the principal office of the Paying Agent and a copy thereof may be obtained from BAM or the Paying Agent. All payments required to be made under the Policy shall be made in accordance with the provisions thereof. By its purchase of these Notes, the owner acknowledges and consents to the subrogation and all other rights of BAM as more fully set forth in the Policy.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated this _____ day of _____, _____.

SIGNATURE)
GUARANTEED) _____

(Person(s) executing this Assignment sign(s)
here)

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

* If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED
THOUGH NOT IN THE ABOVE LIST

Section 13. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the Net Revenues of the System without priority by reason of number or time of sale or delivery; and the revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 14. Application of Note Proceeds – Project Fund. Proceeds of the Notes shall be applied as follows:

- ◆ An amount equal to accrued interest shall be deposited in the Sinking Fund for application to the first payment of interest on the Notes.
- ◆ An amount, or a letter of credit or debt service reserve fund insurance policy, sufficient to meet the Reserve Fund Requirement shall be deposited in the Reserve Fund.
- ◆ The balance of the proceeds shall be deposited to the Project Fund and expended therefrom for the purposes of issuance.

The Project Fund shall be invested in accordance with Section 18 of this Resolution. Earnings on investments of the Project Fund shall be deposited in and expended from the Project Fund. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 15. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. The rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System. So long as the Notes are outstanding and unpaid the rates or charges to consumers of services of the System shall be sufficient in each year for the payment of the proper and reasonable expenses of operation and maintenance of the System and for the payment of principal and interest on the Notes and Parity Notes and obligations as the same fall due, and to provide for the creation of reserves as hereinafter provided.

Any revenues paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 16. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Electric Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

(a) Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Electric Revenue Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.

(b) Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay the principal and interest requirements of the Fiscal Year on the Notes and Parity Obligations. The fund shall be known as the Electric Revenue Note and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be the equal monthly amount necessary to pay in full the installment of interest coming due on the

next interest payment date on the then outstanding Notes and Parity Obligations, plus the equal monthly amount necessary to pay in full the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

(c) Reserve Fund. Money in the Revenue Fund shall be disbursed to maintain a debt service reserve in an amount equal to the Reserve Fund Requirement. Such fund shall be known as the Electric Revenue Debt Service Reserve Fund (the "Reserve Fund"). In each month there shall be deposited in the Reserve Fund an amount equal to 25 percent of the amount required by this Resolution to be deposited in such month in the Sinking Fund; provided, however, that when the amount on deposit in the Reserve Fund shall be not less than the Reserve Fund Requirement, no further deposits shall be made into the Reserve Fund except to maintain such level, and when the amount on deposit in the Reserve Fund is greater than the balance required above, such additional amounts shall be withdrawn and paid into the Revenue Fund. Money in the Reserve Fund shall be used solely for the purpose of paying principal at maturity of or interest on the Notes for the payment of which insufficient money shall be available in the Sinking Fund. Whenever it shall become necessary to so use money in the Reserve Fund, the payments required above shall be continued or resumed until it shall have been restored to the required minimum amount. Notwithstanding the foregoing provisions of this paragraph, in lieu of maintaining and depositing moneys in the Reserve Fund, the Issuer may hold in deposit in the Reserve Fund a letter of credit issued by a domestic or foreign bank or an irrevocable debt service reserve fund insurance policy issued by a bond insurance company, in an amount equal to the Reserve Fund Requirement, such bank or bond insurance company, as the case may be, having a credit rating at the time of such delivery in one of the two highest rating categories (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) by Moody's or S&P. Only the Notes are secured by the Reserve Fund; the Outstanding Obligations and Parity Obligations are not secured by the Reserve Fund.

(d) Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.

(e) Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which the funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of the funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full. The provisions of this Section shall not be construed to require the Issuer to maintain separate bank accounts for the funds created by this Section; except the Sinking Fund and the Reserve Fund shall be maintained in a separate account but may be invested in conjunction with other funds of the City but designated as a trust fund on the books and records of the City.

Section 17. Outstanding Obligations. Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Resolution shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the resolution or resolutions referred to in Section 1 of this Resolution and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the Notes authorized by the resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

Section 18. Investments. All of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation or its equivalent successor, and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2017, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided but in no event maturing in more than three years in the case of the Reserve Fund.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

(a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.

(b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year adequate to pay principal and interest requirements and create reserves as provided in this Resolution but not less than 110 percent of the principal and interest requirements of the Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and charges otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.

(c) Insurance. That the Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in the Revenue Fund.

(d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices, and will diligently act to cause the books and accounts to be audited annually and reported upon not later than 180 days after the end of each Fiscal Year by an Independent Auditor and will provide copies of the audit report to the holders of any of the Notes and Parity Obligations upon request. The holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

(e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply the revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, that this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes or Parity Obligations or for payments into the Sinking or Reserve Fund.

(g) Fidelity Bond. The Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Year. Copies of such budget and any amendments thereto shall be provided to the holders of any of the Notes upon request.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Obligations may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such Additional Obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

(a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;

(b) For the purpose of refunding any outstanding Notes, Parity Obligations or general obligation notes or making extensions, additions, improvements or replacements to the System, if all of the following conditions shall have been met:

(i) before any such Additional Obligations ranking on a parity are issued, there will have been procured and filed with the Secretary of the Board of Trustees, a statement of an Independent Auditor, independent financial consultant or a consulting engineer, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the

longest maturity of any of the Notes or Parity Obligations for both principal of and interest on all Notes and Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Obligations then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an Independent Auditor, independent financial consultant or a consulting engineer, not a regular employee of the Issuer, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Obligations been in effect during all of such preceding Fiscal Year.

The amount of the revenues may be further adjusted for such purpose by a Consulting Engineer as follows: (a) to the extent of any demand charges (as opposed to charges for the purchase of electric energy) paid under any interconnection agreement or contract with another utility system for the interchange of electric service during the preceding Fiscal Year to the extent that such Engineer estimates that such demand charges would have been eliminated or reduced by reason of the improvements and extensions then to be constructed, (b) to the extent that the Engineer estimates that reduction in base load energy costs or savings in the cost of purchased power would have been affected if the improvements and extensions then to be constructed had been in operation during the preceding year, and (c) to the extent of the estimated Net Revenues of the first full Fiscal Year of operation of the improvements and extensions then to be constructed from the sale of surplus power resulting from the addition to the System of the improvements and extensions, provided, however, that such sale or sales may be considered only to the extent the same are supported by firm contracts requiring the purchaser to pay for available surplus power or capacity whether or not it is in fact accepted by the purchaser.

(ii) the Additional Obligations must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of Additional Obligations.

Section 22. Disposition of Proceeds; Arbitrage Not Permitted. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage bonds within the meaning of Section 148(a) and (b) of the Internal Revenue Code of the United States, and that throughout the term of the Notes it will comply with the requirements of such statute and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes. Without limiting the generality of the foregoing, the Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate in all respects and to execute and deliver the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

The Issuer covenants that it will treat as Yield Restricted any proceeds of the Notes remaining unexpended after three years from the issuance and any other funds required by the Tax Exemption Certificate to be so treated. If any investments are held with respect to the Notes and Parity Obligations, the Issuer shall treat the same for the purpose of restricted yield as held in proportion to the original principal amounts of each issue.

The Issuer covenants that it will exceed any investment yield restriction provided in this Resolution only in the event that it shall first obtain an opinion of recognized bond counsel that the proposed investment action will not cause the Notes to be classified as arbitrage bonds under Section 148(a) and (b) the Internal Revenue Code or regulations issued thereunder.

The Issuer covenants that it will proceed with due diligence to spend the proceeds of the Notes for the purpose set forth in this Resolution. The Issuer further covenants that it will make no change in the use of the proceeds available for the construction of facilities or change in the use of any portion of the facilities constructed therefrom by persons other than the Issuer or the general public unless it has obtained an opinion of bond counsel or a revenue ruling that the proposed project or use will not be of such character as to cause interest on any of the Notes not to be exempt from federal income taxes in the hands of holders other than substantial users of the project, under the provisions of Section 142(a) of the Internal Revenue Code of the United States, related statutes and regulations.

Section 23. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with bond counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 24. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

- (a) By paying the Notes or Parity Obligations when the same shall become due and payable; and
- (b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body for the payment of the obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which the obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any, that may be payable on the redemption of the same; provided that proper notice of redemption of all such obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Parity Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 25. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 26. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Notes and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

- (a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any application provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;
- (b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;
- (c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;
- (d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or
- (e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 27. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such refunding obligations as may have been issued for the purpose of refunding any of such Notes if such refunding obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity of interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser

and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the Secretary of the Board of Trustees.

Whenever at any time within one year from the date of the mailing of the notice there shall be filed with the Secretary of the Board of Trustees an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in the notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the Secretary of the Board of Trustees.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Section 28. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 29. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby approved and incorporated by reference as part of this Resolution and made a part hereof and the Chairperson and Secretary of the Board of Trustees are hereby authorized to execute and deliver the same at issuance of the Notes. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the

Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this Section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 30. Insurer Provisions. Notwithstanding anything in this Resolution to the contrary, so long as BAM is not in default under the Policy, the following provisions shall be controlling.

- 1) Notice and Other Information to be given to BAM. The Issuer will provide BAM with all notices and other information it is obligated to provide (i) under its Continuing Disclosure Agreement and (ii) to the holders of Insured Obligations under the Security Documents.

The notice address of BAM is: Build America Mutual Assurance Company, 200 Liberty Street, 27th Floor, New York, NY 10281, Attention: Surveillance, Re: Policy No. _____, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com. In each case in which notice or other communication refers to an event of default or a claim on the Policy, then a copy of such notice or other communication shall also be sent to the attention of the General Counsel at the same address and at claims@buildamerica.com or at Telecopier: (212) 235-5214 and shall be marked to indicate "URGENT MATERIAL ENCLOSED."

- 2) Defeasance. The investments in the defeasance escrow relating to Insured Obligation shall be limited to non-callable, direct obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, or as otherwise maybe authorized under State law and approved by BAM.

At least (three) 3 Business Days prior to any defeasance with respect to the Insured Obligations, the Issuer shall deliver to BAM draft copies of an escrow agreement, an opinion of bond counsel regarding the validity and enforceability of the escrow agreement and the defeasance of the Insured Obligations, a verification report (a "Verification Report") prepared by a nationally recognized independent financial analyst or firm of certified public accountants regarding the sufficiency of the escrow fund. Such opinion and Verification Report shall be addressed to BAM and shall be in form and substance satisfactory to BAM. In addition, the escrow agreement shall provide that:

- a) Any substitution of securities following the execution and delivery of the escrow agreement shall require the delivery of a Verification Report, an opinion of bond counsel that such substitution will not adversely affect the exclusion (if interest on the Insured Obligations is excludable) from gross income of the holders of the

Insured Obligations of the interest on the Insured Obligations for federal income tax purposes and the prior written consent of BAM, which consent will not be unreasonably withheld.

- b) The Issuer will not exercise any prior optional redemption of Insured Obligations secured by the escrow agreement or any other redemption other than mandatory sinking fund redemptions unless (i) the right to make any such redemption has been expressly reserved in the escrow agreement and such reservation has been disclosed in detail in the official statement for the refunding bonds, and (ii) as a condition to any such redemption there shall be provided to BAM a Verification Report as to the sufficiency of escrow receipts without reinvestment to meet the escrow requirements remaining following any such redemption.
- c) The Issuer shall not amend the escrow agreement or enter into a forward purchase agreement or other agreement with respect to rights in the escrow without the prior written consent of BAM.

3) Paying Agent.

- a) BAM shall receive prior written notice of any name change of the paying agent (the “Paying Agent”) for the Insured Obligations or the resignation or removal of the Paying Agent. Any Paying Agent must be (A) a national banking association that is supervised by the Office of the Comptroller of the Currency and has at least \$250 million of assets, (B) a state-chartered commercial bank that is a member of the Federal Reserve System and has at least \$1 billion of assets, or (C) otherwise approved by BAM in writing.
- b) No removal, resignation or termination of the Paying Agent shall take effect until a successor, acceptable to BAM, shall be qualified and appointed.

4) Amendments, Supplements and Consents. BAM’s prior written consent is required for all amendments and supplements to the Security Documents, with the exceptions noted below. The Issuer shall send copies of any such amendments or supplements to BAM and the rating agencies which have assigned a rating to the Insured Obligations.

- a) *Consent of BAM.* Any amendments or supplements to the Security Documents shall require the prior written consent of BAM with the exception of amendments or supplements:
 - i. To cure any ambiguity or formal defect or omissions or to correct any inconsistent provisions in the transaction documents or in any supplement thereto, or
 - ii. To grant or confer upon the holders of the Insured Obligations any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the holders of the Insured Obligations, or

- iii. To add to the conditions, limitations and restrictions on the issuance of bonds or other obligations under the provisions of the Security Documents other conditions, limitations and restrictions thereafter to be observed, or
 - iv. To add to the covenants and agreements of the Issuer in the Security Documents other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power therein reserved to or conferred upon the Issuer.
 - v. To issue additional parity debt in accordance with the requirements set forth in the Security Documents.
- b) *Consent of BAM in Addition to Bondholder Consent.* Any amendment, supplement, modification to, or waiver of, any of the Security Documents that requires the consent of holders of the Insured Obligations or adversely affects the rights or interests of BAM shall be subject to the prior written consent of BAM.
- c) *Insolvency.* Any reorganization or liquidation plan with respect to the Issuer must be acceptable to BAM. The Trustee and each owner of the Insured Obligations hereby appoint BAM as their agent and attorney-in-fact with respect to the Insured Obligations and agree that BAM may at any time during the continuation of any proceeding by or against the Issuer under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an “Insolvency Proceeding”) direct all matters relating to such Insolvency Proceeding, including without limitation, (A) all matters relating to any claim or enforcement proceeding in connection with an Insolvency Proceeding (a “Claim”), (B) the direction of any appeal of any order relating to any Claim, (C) the posting of any surety, supersedeas or performance bond pending any such appeal, and (D) the right to vote to accept or reject any plan of adjustment. In addition, the Trustee and each owner of the Insured Obligations delegate and assign to BAM, to the fullest extent permitted by law, the rights of the Trustee and each owner of the Insured Obligations with respect to the Insured Obligations in the conduct of any Insolvency Proceeding, including, without limitation, all rights of any party to an adversary proceeding or action with respect to any court order issued in connection with any such Insolvency Proceeding.
- d) *Control by BAM Upon Default.* Anything in the Security Documents to the contrary notwithstanding, upon the occurrence and continuance of a default or an event of default, BAM shall be entitled to control and direct the enforcement of all rights and remedies granted to the holders of the Insured Obligations or the Paying Agent for the benefit of the holders of the Insured Obligations under any Security Document. No default or event of default may be waived without BAM’s written consent.
- e) *BAM as Owner.* Upon the occurrence and continuance of a default or an event of default, BAM shall be deemed to be the sole owner of the Insured Obligations for all purposes under the Security Documents, including, without limitations, for purposes of exercising remedies and approving amendments.

- f) *Consent of BAM for acceleration.* BAM's prior written consent is required as a condition precedent to and in all instances of acceleration.
 - g) *Grace Period for Payment Defaults.* No grace period shall be permitted for payment defaults on the Insured Obligations. No grace period for a covenant default shall exceed 30 days without the prior written consent of BAM.
 - h) *Special Provisions for Insurer Default.* If an Insurer Default shall occur and be continuing, then, notwithstanding anything in paragraphs 4(a)-(e) above to the contrary, (1) if at any time prior to or following an Insurer Default, BAM has made payment under the Policy, to the extent of such payment BAM shall be treated like any other holder of the Insured Obligations for all purposes, including giving of consents, and (2) if BAM has not made any payment under the Policy, BAM shall have no further consent rights until the particular Insurer Default is no longer continuing or BAM makes a payment under the Policy, in which event, the foregoing clause (1) shall control. For purposes of this paragraph, "Insurer Default" means: (A) BAM has failed to make any payment under the Policy when due and owing in accordance with its terms; or (B) BAM shall (i) voluntarily commence any proceeding or file any petition seeking relief under the United States Bankruptcy Code or any other Federal, state or foreign bankruptcy, insolvency or similar law, (ii) consent to the institution of or fail to controvert in a timely and appropriate manner, any such proceeding or the filing of any such petition, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator or similar official for such party or for a substantial part of its property, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors, or (vi) take action for the purpose of effecting any of the foregoing; or (C) any state or federal agency or instrumentality shall order the suspension of payments on the Policy or shall obtain an order or grant approval for the rehabilitation, liquidation, conservation or dissolution of BAM (including without limitation under the New York Insurance Law).
- 5) [Intentionally Deleted].
- 6) BAM as Third Party Beneficiary. BAM is recognized as and shall be deemed to be a third party beneficiary of the Security Documents and may enforce the provisions of the Security Documents as if it were a party thereto.
 - 7) Payment Procedure Under the Policy. In the event that principal and/or interest due on the Insured Obligations shall be paid by BAM pursuant to the Policy, the Insured Obligations shall remain outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Issuer, the assignment and pledge of the trust estate and all covenants, agreements and other obligations of the Issuer to the registered owners shall continue to exist and shall run to the benefit of BAM, and BAM shall be subrogated to the rights of such registered owners.

In the event that on the second (2nd) business day prior to any payment date on the Insured Obligations, the Paying Agent has not received sufficient moneys to pay all principal of and interest on the Insured Obligations due on such payment date, the Paying Agent shall immediately notify BAM or its designee on the same business day by telephone or electronic mail, of the amount of the deficiency. If any deficiency is made up in whole or in part prior to or on the payment date, the Paying Agent shall so notify BAM or its designee.

In addition, if the Paying Agent has notice that any holder of the Insured Obligations has been required to disgorge payments of principal of or interest on the Insured Obligations pursuant to a final, non-appealable order by a court of competent jurisdiction that such payment constitutes an avoidable preference to such holder within the meaning of any applicable bankruptcy law, then the Paying Agent shall notify BAM or its designee of such fact by telephone or electronic mail, or by overnight or other delivery service as to which a delivery receipt is signed by a person authorized to accept delivery on behalf of BAM.

The Paying Agent shall irrevocably be designated, appointed, directed and authorized to act as attorney-in-fact for holders of the Insured Obligations as follows:

- a) If there is a deficiency in amounts required to pay interest and/or principal on the Insured Obligations, the Paying Agent shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holders of the Insured Obligations in any legal proceeding related to the payment and assignment to BAM of the claims for interest on the Insured Obligations, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment from BAM with respect to the claims for interest so assigned, (iii) segregate all such payments in a separate account (the "BAM Policy Payment Account") to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such respective holders; and
- b) If there is a deficiency in amounts required to pay principal of the Insured Obligations, the Paying Agent shall (i) execute and deliver to BAM, in form satisfactory to BAM, an instrument appointing BAM as agent and attorney-in-fact for such holder of the Insured Obligations in any legal proceeding related to the payment of such principal and an assignment to BAM of the Insured Obligations surrendered to BAM, (ii) receive as designee of the respective holders (and not as Paying Agent) in accordance with the tenor of the Policy payment therefore from BAM, (iii) segregate all such payments in the BAM Policy Payment Account to only be used to make scheduled payments of principal of and interest on the Insured Obligation, and (iv) disburse the same to such holders.

The Paying Agent shall designate any portion of payment of principal on Insured Obligations paid by BAM, whether by virtue of mandatory sinking fund

redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of Insured Obligations registered to the then current holder, whether DTC or its nominee or otherwise, and shall issue a replacement Insured Obligation to BAM, registered in the name directed by BAM, in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Paying Agent's failure to so designate any payment or issue any replacement Insured Obligation shall have no effect on the amount of principal or interest payable by the Issuer on any Insured Obligation or the subrogation or assignment rights of BAM.

Payments with respect to claims for interest on and principal of Insured Obligations disbursed by the Paying Agent from proceeds of the Policy shall not be considered to discharge the obligation of the Issuer with respect to such Insured Obligations, and BAM shall become the owner of such unpaid Insured Obligations and claims for the interest in accordance with the tenor of the assignment made to it under the provisions of the preceding paragraphs or otherwise. The Security Documents shall not be discharged or terminated unless all amounts due or to become due to BAM have been paid in full or duly provided for.

Irrespective of whether any such assignment is executed and delivered, the Issuer and the Paying Agent agree for the benefit of BAM that:

- a) They recognize that to the extent BAM makes payments directly or indirectly (e.g., by paying through the Paying Agent), on account of principal of or interest on the Insured Obligations, BAM will be subrogated to the rights of such holders to receive the amount of such principal and interest from the Issuer, with interest thereon, as provided and solely from the sources stated in the Security Documents and the Insured Obligations; and
 - b) They will accordingly pay to BAM the amount of such principal and interest, with interest thereon as provided in the transaction documents and the Insured Obligations, but only from the sources and in the manner provided therein for the payment of principal of and interest on the Insured Obligations to holders, and will otherwise treat BAM as the owner of such rights to the amount of such principal and interest.
- 8) Additional Payments. The Issuer agrees unconditionally that it will pay or reimburse BAM on demand any and all reasonable charges, fees, costs, losses, liabilities and expenses that BAM may pay or incur, including, but not limited to, fees and expenses of BAM's agents, attorneys, accountants, consultants, appraisers and auditors and reasonable costs of investigations, in connection with the administration (including waivers and consents, if any), enforcement, defense, exercise or preservation of any rights and remedies in respect of the Security Documents ("Administrative Costs"). For purposes of the foregoing, costs and expenses shall include a reasonable allocation of compensation and overhead attributable to the time of employees of BAM spent in connection with the actions described in the preceding sentence. The

Issuer agrees that failure to pay any Administrative Costs on a timely basis will result in the accrual of interest on the unpaid amount at the Late Payment Rate, compounded semi-annually, from the date that payment is first due to BAM until the date BAM is paid in full.

Notwithstanding anything herein to the contrary, the Issuer agrees to pay to BAM (i) a sum equal to the total of all amounts paid by BAM under the Policy (“BAM Policy Payment”); and (ii) interest on such BAM Policy Payments from the date paid by BAM until payment thereof in full by the Issuer, payable to BAM at the Late Payment Rate per annum (collectively, “BAM Reimbursement Amounts”) compounded semi-annually. Notwithstanding anything to the contrary, including without limitation the post default application of revenue provisions, BAM Reimbursement Amounts shall be, and the Issuer hereby covenants and agrees that the BAM Reimbursement Amounts are, payable from and secured by a lien on and pledge of the same revenues and other collateral pledged to the Insured Obligations on a parity with debt service due on the Insured Obligations.

- 9) Debt Service Reserve Fund. The prior written consent of BAM shall be a condition precedent to the deposit of any credit instrument provided in lieu of a cash deposit into the Debt Service Reserve Fund, if any. Amounts on deposit in the Debt Service Reserve Fund shall be applied solely to the payment of debt service due on the Insured Obligations.
- 10) Exercise of Rights by BAM. The rights granted to BAM under the Security Documents to request, consent to or direct any action are rights granted to BAM in consideration of its issuance of the Policy. Any exercise by BAM of such rights is merely an exercise of the BAM’s contractual rights and shall not be construed or deemed to be taken for the benefit, or on behalf, of the holders of the Insured Obligations and such action does not evidence any position of BAM, affirmative or negative, as to whether the consent of the holders of the Insured Obligations or any other person is required in addition to the consent of BAM.
- 11) BAM shall be entitled to pay principal or interest on the Insured Obligations that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer (as such terms are defined in the Policy) and any amounts due on the Insured Obligations as a result of acceleration of the maturity thereof in accordance with the Security Documents, whether or not BAM has received a claim upon the Policy.
- 12) [Intentionally Deleted].
- 13) No contract shall be entered into or any action taken by which the rights of BAM or security for or source of payment of the Insured Obligations may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of BAM.

14) If an event of default occurs under any agreement pursuant to which any Obligation of the Issuer has been incurred or issued and that permits the holder of such Obligation or trustee to accelerate the Obligation or otherwise exercise rights or remedies that are adverse to the interest of the holders of the Insured Obligations or BAM, as BAM may determine in its sole discretion, then an event of default shall be deemed to have occurred under this Resolution and the related Security Documents for which BAM shall be entitled to exercise all available remedies under the Security Documents, at law and in equity. For purposes of the foregoing "Obligation" shall mean any bonds, loans, certificates, installment or lease payments or similar obligations that are payable and/or secured on a parity or subordinate basis to the Insured Obligations.

15) Definitions.

“BAM” shall mean Build America Mutual Assurance Company, or any successor thereto.

“Insured Obligations” shall mean the Notes.

“Issuer” shall mean the City of Indianola, by and through the Board of Trustees of the Indianola Municipal Utilities, State of Iowa.

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank, N.A., at its principal office in The City of New York, New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such change is announced by JPMorgan Chase Bank, N.A.) plus 3%, and (ii) the then applicable highest rate of interest on the Insured Obligations and (b) the maximum rate permissible under applicable usury or similar laws limiting interest rates. In the event JPMorgan Chase Bank, N.A., ceases to announce its Prime Rate, the Prime Rate shall be the prime or base lending rate of such other bank, banking association or trust company as BAM, in its sole and absolute discretion, shall designate. Interest at the Late Payment Rate on any amount owing to BAM shall be computed on the basis of the actual number of days elapsed in a year of 360 days.

“Policy” shall mean the Municipal Bond Insurance Policy issued by BAM that guarantees the scheduled payment of principal of and interest on the Insured Obligations when due.

“Security Documents” shall mean the resolution, loan agreement, note and/or any additional or supplemental document executed in connection with the Insured Obligations.

Section 31. Insurer Provisions – Debt Service Reserve. With respect to the Municipal Bond Debt Service Reserve Insurance Policy, notwithstanding anything to the contrary set forth in the Authorizing Documents the Issuer and the Paying Agent agree to comply with the following provisions:

- (a) The Issuer shall repay any draws under the Municipal Bond Debt Service Reserve Insurance Policy (the “Reserve Policy”) and pay all related reasonable expenses incurred by BAM (the “Bond Insurer”). Interest shall accrue and be payable on such draws and expenses from the date of payment by the Bond Insurer at the Late Payment Rate. “Late Payment Rate” means the lesser of (A) the greater of (i) the per annum rate of interest, publicly announced from time to time by JPMorgan Chase Bank at its principal office in the City of New York, as its prime or base lending rate (“Prime Rate”) (any change in such Prime Rate to be effective on the date such changes are announced by JPMorgan Chase Bank) plus 3%, and (ii) the then applicable highest rate of interest on the Notes, and (B) the maximum rate permissible under applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days. In the event JPMorgan Chase Bank ceases to announce its Prime Rate publicly, Prime Rate shall be the publicly announced prime or base lending rate of such bank, banking association or trust company bank as the Bond Insurer in its sole and absolute discretion shall specify.

Repayment of draws and payment of expenses and accrued interest thereon at the Late Payment Rate (collectively, the “Policy Costs”) shall commence in the first month following each draw, and each such monthly payment shall be in an amount at least equal to 1/12 of the aggregate of Policy Costs related to such draw.

Amounts in respect of Policy Costs paid to the Bond Insurer shall be credited first to interest due, then to the expenses due and then to principal due. As and to the extent that payments are made to the Bond Insurer on account of principal due, the coverage under the Reserve Policy will be increased by a like amount, subject to the terms of the Reserve Policy.

All cash and investments in the Debt Service Reserve Fund established for the Notes shall be transferred to the Debt Service Fund for payment of the debt service on the Notes before any drawing may be made on the Reserve Policy or any other Reserve Fund Credit Instrument in lieu of cash.

Payment of any Policy Cost shall be made prior to replenishment of any cash amounts. Draws on all Reserve Fund Credit Instruments (including the Reserve Policy) on which there is available coverage shall be made on a pro-rata basis (calculated by reference to the coverage then available thereunder) after applying all available cash and investments in the Debt Service Reserve Fund. Payment of Policy Costs and reimbursement of amounts with respect to other Reserve Fund Credit Instruments shall be made on a prorata basis prior to replenishment of any cash drawn from the Debt Service Reserve Fund. For the avoidance of doubt, “available

coverage” means the coverage then available for disbursement pursuant to the terms of the applicable alternative credit instrument without regard to the legal or financial ability or willingness of the provider of such instrument to honor a claim or draw thereon or the failure of such provider to honor any such claim or draw.

- (b) Draws under the Reserve Policy may only be used to make payments on Notes insured by the Bond Insurer.
- (c) If the Issuer shall fail to pay any Policy Costs in accordance with the requirements of paragraph (a) above, the Bond Insurer shall be entitled to exercise any and all legal and equitable remedies available to it, including those provided under this Regulation other than (i) acceleration of the maturity of the Notes, or (ii) remedies which would adversely affect owners of the Notes.
- (d) This Regulation shall not be discharged until all Policy Costs owing to the Bond Insurer shall have been paid in full. The Issuer’s obligation to pay such amount shall expressly survive payment in full of the Notes.
- (e) The Paying Agent shall ascertain the necessity for a claim upon the Reserve Policy in accordance with the provisions of paragraph (a) hereof and provide notice to the Bond Insurer at least three business days prior to each date upon which interest or principal is due on the Notes.
- (f) The Reserve Policy shall expire on the earlier of the date the Notes are no longer outstanding and the final maturity date of the Notes.

Section 32. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other ordinances, resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

ADOPTED AND APPROVED this _____ day of _____, 2017.

Chairperson of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

I, the undersigned Secretary of the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the corporate records of the Board of Trustees showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board (a copy of the face sheet of such agenda being attached hereto) pursuant to the local rules of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required such law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2017.

Secretary of the Board of Trustees of the
Indianola Municipal Utilities

(SEAL)

IMU Regular Downstairs

5.A.1.

Meeting Date: 08/28/2017

Information

Subject

Resolution appointing paying agent, note registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement

Information

This resolution appoints Bankers Trust Company to serve as Registrar and Paying Agent. It also incorporates by reference the form of the Tax Exemption Certificate and the Continuing Disclosure Certificate.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

5.A.2.

Meeting Date: 08/28/2017

Information

Subject

Approval of Tax Exemption Certificate

Information

The next step is to approve the tax exemption certificate which sets out in detail a number of facts, promises and obligations which must be met and agreed to by the City in order to maintain these Notes as tax exempt.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

5.A.3.

Meeting Date: 08/28/2017

Information

Subject

Approval of Continuing Disclosure Certificate

Information

The next step is to approve the Continuing Disclosure Certificate which requires the City to provide annual financial information and operating data to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system (EMMA) so long as the Notes are outstanding, and also to provide notice to EMMA if certain events occur.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 08/28/2017

Information

Subject

Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the Notes

Information

The final item is to approve the resolution authorizing a form of Loan Agreement and authorizing and providing for the issuance of Capital Loan Notes and providing for a method of payment of the notes.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 08/28/2017

Information**Subject**

Change Order #1 for the Electric SCADA System and Relay Replacement Project

Information

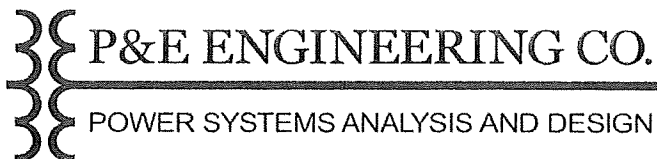
In your packet is change order #1 for the Electric SCADA System and Relay Replacement Project. The contract amount remains the same at \$163,219.44. The change order includes Option #1 on the attached OSI Quotation and includes the following two items.

Description	Amount
Open FEP ILEX Protocol License - ILEX Protocol will allow existing RTU's to remain in service, delaying the expenditure to replace the existing equipment.	-0-
Display and Database Implementation-convert existing displays and database to new master station.	-0-

Approval of Option #2 on the attached quotation is not requested at this time, pending further discussion between IMU and OSI to determine the most economical method to commission operation of the new master station with the existing RTU's.

Simple motion is in order.

Fiscal Impact**Attachments**Change Order #1



Allan R. Powers, P.E. Richard D. Kline, P.E.
Timothy G. Ernst, P.E.

245 S. 5th St., PO Box 620, Carlisle, IA 50047
p. 515-989-3083 f. 515-989-3138 pe@peengr.com

CHANGE ORDER NO. 1

Owner: Indianola Municipal Utilities
Contractor: OSI, Inc.
Project: IMU SCADA Master Station Replacement
P&E Project No. 9393

Date 8/17/2017
Change Order No. 1/1/1900
Quotation No. 3/26/1959

Original Contract Amount	\$	163,219.44
Previous Change Order Adjustments	\$	-
Amount of this Change Order	\$	-
Current Value of Contract	\$	163,219.44

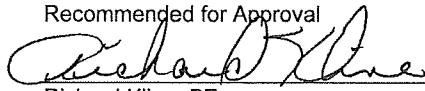
Items included in this Change Order

Item	Description	Amount
1	OpenFEP ILEX Protocol License. ILEX Protocol will allow existing RTUs to remain in service, delaying the expenditure to replace the existing equipment.	\$ -
2	Display and Database Implementation. Convert existing displays and database to new master station.	\$ -
Total Value of Change Order		\$ -

This change order includes Option #1 on the attached OSI Quotation. The change documents the project scope of work and provides OSI with the approval necessary to revise the contract to include the two items described above.

Approval of Option #2 on the attached quotation is not requested at this time, pending further discussions between IMU and OSI to determine the most economical method to commission operation of the new master station with the existing RTUs.

Recommended for Approval


Richard Kline, PE
P & E Engineering Co.

Date 08/18/2017

Indianola Municipal Utilities Approval

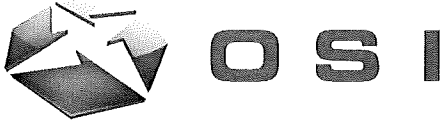
For Indianola Municipal Utilities

Date _____

OSI, Inc Acceptance

For OSI, Inc.

Date _____



QUOTATION

Quote Number: 21635
Reference: IMU2017-Q02

Date:
8/17/2017

Valid Until:
9/16/2017

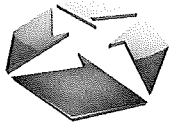
Quote To:
Indianola Municipal Utilities
111 S. Buxton
Indianola IA 50125

OSI Sales Contact:
Name: Nick Masters
Phone: (763) 404-4435
Email: Nick.Masters@osii.com

Attention:
Mike Metcalf
(515) 962-5305
mmetcalf@indianolaiowa.gov

Quote Description:
ILEX Protocol License Addition and Field Device Commissioning

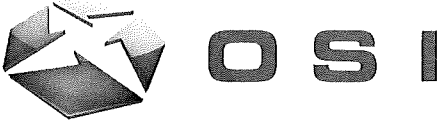
Description	Qty	Unit Cost	Unit	Extended Cost	
Option #1: ILEX Protocol License Addition					
OSI Software					
OpenFEP ILEX Protocol License	1	15,000.00	EA	US\$	15,000.00
Includes 100% Discount for Temporary Licensing					
Discount:				US\$	-15,000.00
OSI Software Subtotal:				US\$	0.00
Project Implementation					
Additional Substation Implementation	6	3,580.00	EA	US\$	21,480.00
Price per Substation					
Assumes C2 ILEX or DNP Protocols					
At OSI:					
- Database and Display Conversion and Integration					
- Initial Conversion and 3 Subsequent Iterations					
- Implementation of Databases and Displays					
- PE Implementation and Fine-Tuning					
At IMU:					
- Verification of Conversion with Fully Functioning RTU					
Includes 100% Customer Appreciation Discount					
Discount:				US\$	-21,480.00
ILEX RTU Testing	1	0.00	EA	US\$	0.00
Up to 5 Days					
Free-of-Charge					
Project Implementation Subtotal:				US\$	0.00
monarch™ Support Adders					
monarch™ Support Adder - Gold	1	0.00	EA	US\$	0.00
monarch™ Support Adders Subtotal:				US\$	0.00
Option #1 Total:				US\$	0.00

**OSI****QUOTATION**

Quote Number: 21635

Reference: IMU2017-Q02

Description	Qty	Unit Cost	Unit	Extended Cost	
<u>Option #2: Commissioning of Additional Field Devices</u>					
Project Implementation					
Onsite Commissioning of Field Devices	6	7,150.00	EA	US\$	42,900.00
Price per Substation					
Assumes C2 ILEX or DNP Protocols					
Project Implementation Subtotal:				US\$	42,900.00
Option #2 Total:				US\$	42,900.00



QUOTATION

Quote Number: 21635
Reference: IMU2017-Q02

Customer Address Info:**Bill To:**

Indianola Municipal Utilities
PO Box 620
Carlisle IA 50047
USA

Ship To:

Indianola Municipal Utilities
111 S. Buxton
Indianola IA 50125

Payment Terms:

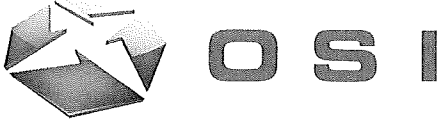
Net 30 Days

Milestone Payment Details:

100% Upon Quote Acceptance

Special Terms and Conditions:

1. Quote assumes all work is done in conjunction with existing IMU1 project.
2. Quote assumes IMU will have dedicated personnel assigned to assist in the implementation effort.
3. Quote assumes IMU shall provide all relevant system information required for the work as needed (i.e. databases, displays, networking information, etc.).
4. Quote assumes IMU will handle any custom display and database work post OSI conversion, and will test and verify all external links and interfaces.
5. Project Schedule to be updated after quote acceptance.
6. The Westside substation commissioning is included in current contract. All ILEX protocol devices will be commissioned solely by IMU. Commissioning work or support can be quote separately.
7. In agreement with this quote IMU is validating that ILEX protocol testing is representative of all IMU RTUs and use cases. No further ILEX development is provided in the scope of this quote. Any custom ILEX development will need to be reviewed by OSI on a separate quote.
8. Quote assumes PROT15 (OSI ILEX protocol) license will expire 2 years from cutover for this project. This will provide IMU significant time to convert the remaining RTUs to DNP or Modbus protocols.



QUOTATION

Quote Number: 21635
Reference: IMU2017-Q02

Standard Terms and Conditions

1. Travel costs are not included in this quote. All travel and associated administrative costs will be billed as incurred.
2. All quoted prices are in US Dollars (\$), unless otherwise noted.
3. OSI will schedule all work upon receipt of the purchase order subject to OSI's resource availability.
4. Unless otherwise stated, Customer shall pay all applicable shipping.
5. Training, if applicable, will be provided at OSI's facility, unless otherwise agreed.
6. Quoted price does not include applicable taxes.
7. Customer shall provide all relevant system information required for the work as needed (i.e. databases, displays, reports, IP addresses, networking information, RTU channel information, etc.) and shall be responsible for all delays caused by Customer's failure to do so in a timely manner.
8. Unless otherwise stated, Customer will have dedicated personnel available to assist OSI in the work.
9. OSI does not guarantee that third-party goods will be available at time of quote acceptance. If third party goods are not available, upon Customer's authorization, OSI will provide suitable replacements and bill any resulting cost differences to the Customer. Failure to timely authorize replacements may result in delays and/or need to re-quote.
10. When applicable, Customers subscribing to Gold or above Support Plans may be entitled to new software version updates without charge. With the exception of Diamond Plan subscribers, the Customer will be responsible to pay for any engineering services required to implement the software upgrades.
11. Unless otherwise agreed and quoted, Customer is responsible for all preparations for OSI's installation of software, hardware or services and any post-installation compatibility testing and compliance issues.
12. Customer will provide adequate environmental and power conditions onsite, unless otherwise stated.
13. Cutover is defined as the quoted functionality being operational with no outstanding critical incidents.
14. Any Quote(s) for system upgrade services require(s) that at the time of actual implementation Customer has a valid premium monarch™ Support plan which includes software upgrade privileges and that the system size or scope does not change dramatically between the issuance of the quote and implementation of the service.
15. Customer Furnished Hardware and Software: Customer shall provide all required third-party equipment and software ("CFE") for the Project except for the OSI-provided equipment identified in this quote. Customer shall be responsible to timely deliver all CFE to OSI in compliance with the mutually agreed upon Project Schedule for integration with the OSI software. Customer shall pay all shipping and insurance costs both to and from OSI and shall be responsible for all CFE warranties.
16. Export Controls:
 - 16.1. Customer represents: It is not a citizen, national, or resident of, and is not under control of, the government of Cuba, Iran, Sudan, Libya, North Korea, Syria, nor any country to which the United States has prohibited export and that it is not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor are you listed on the United States Department of Commerce Table of Denial Orders.
 - 16.2. Customer agrees that it will not export or re-export the Product(s), directly or indirectly, to the above mentioned countries nor to citizens, nationals or residents of those countries nor to any entity so listed on any of the above mentioned lists.
 - 16.3. Customer agrees that it will not use the Product(s) for, and will not allow the Product(s) to be used for the development, design, manufacture or production of nuclear, chemical or biological weapons of mass destruction.
 - 16.4. The requirements of (b) and (c) above apply to all Product(s) purchased or licensed to Customer from OSI whether included in this quote or purchased or licensed previous

Notice: OSI's quote is based upon Customer's acceptance of all applicable Terms and Conditions. Requests for additions to, deletions of, or different Terms and Conditions, may require a revised quote and/or additional costs or schedule delays.

IMU Regular Downstairs

7.A.

Meeting Date: 08/28/2017

Information

Subject

Authorization for Warren Water to serve IMU customer

Information

IMU has received a request from a residential to be served by Warren Water District (WWD) although the property is technically within the IMU service territory. Due to geographic barriers and a 1.4 mile main extension required to serve this customer, Superintendent Lou Elbert is recommending that the Board approve a waiver for WWD to serve the property located at 15949 Johnson Street. A map is included to show the location of the property, WWD's main locations and IMU's main location.

Simple motion is in order.

Fiscal Impact

Attachments

Information

Warren Water District Pit Installation reequest for 15949 Johnson St. Indianola, Iowa.





IMU Regular Downstairs

9.A.

Meeting Date: 08/28/2017

Information

Subject

Fiber Project Infrastructure

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 08/28/2017

Information

Subject

Resolution approving contract and bond with Excel Utility Contractors in an amount of \$3,754,298

Information

In your packet is the resolution approving the contract and bond (packet) with Excel Utility Contractors for the construction of the fiber project infrastructure. The Board awarded the contract to Excel Utility on May 22, 2017. We now need to approve the contract and bond.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Bond

Contract

RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1. The construction contract and bond executed by Excel Utility _____ dated the _____ day of _____, 2017, for the 2017 Fiber To The Home Network (Construction) for Indianola Municipal Utilities, Indianola, Iowa, described in the Plans and Specifications previously adopted by the Board of Trustees, and which have been signed by the IMU General Manager and City Clerk on behalf of the Board of Trustees, be approved.

PASSED AND APPROVED this _____ day of _____, 2017.

Adam Voigts, Chair

ATTEST:

DIANA BOWLIN, City Clerk

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Notice of Award

Excel Utility Contractors, LLC

2 Industrial Drive • PO Box 129

St. James, MO 65559

OFFICE OF CITY CLERK

AUG 22 2017

INDIANOLA, IOWA

Contract: 2017 Fiber To The Home Project Build

Resolution: 2017-185

Owner: Indianola Municipal Utilities ("IMU")

You are notified that your proposal dated April 12, 2017 for the above contract has been received and that you are the successful bidder. You are hereby notified that your Bid has been accepted for items in the amount of three million seven hundred fifty-four thousand two hundred ninety-eight dollars \$3,754,298.00. ("Contract Sum") The IMU Board of Trustees voted on May 22, 2017 to award the contract to you, subject to financing.

You are required by the IFB and contract documents to execute the Construction Contract and furnish the required Contractor's Performance, Payment, Maintenance and Warranty Bond and provide the required Certificates of Insurance and other insurance documentation as required by the General Conditions on or before August 22, 2017.

If you fail to execute said Contract, to furnish said Bond, or to file with required insurance documentation on or before the above stated date, said Municipal Utility will be entitled to consider your Bid as abandoned. IMU will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to IMU.

Once the documents are approved, IMU will return one fully executed copy of the contract for your files.

IMU looks forward to working with you and your team on this project. Please let us know if you have any questions.

Sincerely,

Mike Metcalf

Electric Superintendent

Indianola Municipal Utilities

111 S. Buxton Ave • PO Box 356

Indianola, IA 50125-0299

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged:

CONTRACTOR: Keith Record
Date: 8-9-17

BOND

KNOW ALL PEOPLE: That we, Excel Utility Contractors LLC
of St. James, MO, hereinafter called the Principal, and
Great American Insurance Company
hereinafter called the Surety, are held and firmly bound unto the Indianola Municipal Utilities,
Indianola, Iowa, hereinafter called the Owner, in the sum of
three million seven hundred fifty four thousand two hundred ninety eight and NO/100ths Dollars
Dollars (\$3,754,298.00), for the payment whereof the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated August 9, 2017
20¹⁷, entered into a Contract with the Owner for the Fiber to the Home Project, which
Agreement includes a guarantee of all work against defective workmanship and materials for
a period of two (2) years from the date of final acceptance of the work by the Owner, a copy
of which Agreement is by reference made a part hereof;

Now Therefore, the condition of this Obligation is such that, if the Principal shall faithfully
perform the Contract on his part and shall fully indemnify and save harmless the Owner
from all cost and damage which he may suffer by reason of failure so to do and shall fully
reimburse and repay the Owner all outlay and expense which the Owner may incur in
making good any such default,

And Further, that if the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of action
against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after three (3) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the
work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or either
of them, their heirs, executors, administrators, successors or assigns from their liability
hereunder, notice to the Surety of any such alteration, extension or forbearance being
hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are not
satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said
persons, firms, or corporations unless the claims of said claimants against said portions of
the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 9th day of August, 20 17.

EXCEL UTILITY CONTRACTORS LLC

PRINCIPAL

Contractor

Signature

Title

SURETY:

GREAT AMERICAN INSURANCE COMPANY

Surety Company

Signature, Attorney-in-Fact

LAVONNE SHERROD

Name of Attorney-in-Fact

TIS INSURANCE SERVICES INC.

Company Name

1900 WINSTON ROAD, SUITE 100, KNOXVILLE, TN 37919

Company Address (Including Zip Code)

865-691-4847

Company Telephone Number

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20088

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WILLIAM M. THOMAS	ALL OF	ALL
R.L. OAKES, III	KNOXVILLE, TENNESSEE	\$100,000,000
JAMES F. OAKES		
CHARLES C. MARTIN		
LAVONNE SHERROD		
KAREN BAKER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of MARCH, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY



Assistant Secretary

Stephen C. Beraha

David C. Kitchen

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of MARCH, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

August

, 2017.

Stephen C. Beraha

Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328		CONTACT NAME: Stacy Douglas PHONE (A/C, No, Ext): (865) 691-4847 FAX (A/C, No): (865) 694-4847 E-MAIL ADDRESS: sdouglas@tisins.com															
INSURED Excel Utility Contractors, LLC P O Box 129 St. James MO 65559		<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Valley Forge Insurance Co/CNA</td><td>20508</td></tr><tr><td>INSURER B: Continental Insurance Co./CNA</td><td>35289</td></tr><tr><td>INSURER C: Travelers Property Casualty Company</td><td>25674</td></tr><tr><td>INSURER D: Natl Fire Ins Hartford/CNA</td><td>20478</td></tr><tr><td>INSURER E: Columbia Casualty Company</td><td>31127A</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co/CNA	20508	INSURER B: Continental Insurance Co./CNA	35289	INSURER C: Travelers Property Casualty Company	25674	INSURER D: Natl Fire Ins Hartford/CNA	20478	INSURER E: Columbia Casualty Company	31127A	INSURER F:	
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INSURER E: Columbia Casualty Company	31127A																
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 17/18 GEN w/ Prof & Poll

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			6024074941	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 15,000
							MED EXP (Any one person) \$ 100,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Employee Benefits \$ 1,000,000
B	AUTOMOBILE LIABILITY			6024074924	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$ 2,000
C	☒ UMBRELLA LIAB ☒ OCCUR			ZUP21N8956917NF	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 9,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 9,000,000
	DED ☒ RETENTIONS \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			624074938	4/1/2017	4/1/2018	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☐	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			C6046461806	4/5/2017	4/5/2018	Limit/Aggregate: \$1M/\$2M
	Pollution Liability						Deductible: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2017 Fiber to the Home. Indianola Municipal Utilites, Indianola, Iowa. NewCom Technologies, Inc. & Indianola Municipal Utilities are additional insureds with respects to General Liability when required by written contract per policy# CNA63359XX.

CERTIFICATE HOLDER**CANCELLATION**

NewCom Technologies, Inc. 6000 Grand Avenue Des Moines, IA 50312	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bunny Oakes/STADOU <i>R.L. Oakes</i>

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CONTRACT

2017 Fiber To The Home Network Build

THIS CONTRACT, made and entered into this 28th day of August, 2017, by and between Indianola Municipal Utilities, by its Electrical Superintendent, upon order of its Board of Trustees hereinafter called the "Jurisdiction", and Excel Utility Contractors, hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction in the office of the City Clerk and are specifically identified below. This contract includes all contract documents. The Contractor agrees to complete the work in strict accordance with said contract documents, and guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction. This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items, Quantities and Prices which were proposed by the Contractor in its proposal submitted in accordance with Notice to Bidders and Notice of Public Hearing for the following described improvements:

Construct GPON Fiber to the home including all bid specified labor, materials and equipment necessary for approximately 70 miles of new network serving single family homes, multiple dwelling units and businesses. The build consists of 90% underground and 10% aerial with 19 new splitter cabinets to be installed and 7 existing splitter cabinets upgraded.

NOW, THEREFORE, IT IS AGREED:

1. That the Jurisdiction hereby accepts the proposal of the Contractor for the work set forth above.
2. That this contract consists of the following component parts which are made a part of this agreement and contract as fully and absolutely as if they were set out in detail in this contract:

2.1 Contract Documents, including:

- 2.1.1 Invitation for Bid
- 2.1.2 Bid Form
- 2.1.3 Bond
- 2.1.4 General Conditions
- 2.1.5 Special Conditions
- 2.1.6 General Requirements
- 2.1.7 Drawings and Specifications
- 2.1.8 Numbered addenda issued to the foregoing

- 2.2 The above components are complementary and what is called for by one shall be as binding as if called for by all.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Three Million Seven Hundred Fifty-Four Thousand Two Hundred Ninety-Eight dollars (\$3,754,298.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed. Notice to Proceed shall be no later than September 1, 2017 and work shall be fully completed on or before September 5, 2018. The Contractor agrees to pay liquidated damages for noncompliance with said completion provisions at a rate of Two Hundred Fifty & 00/100 Dollars (\$250.00) dollars for each calendar day that the work remains incomplete, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: Indianola Municipal Utilities

CONTRACTOR: Excel Utility Contractors, LLC

By _____
Mike Metcalf, Electric Superintendent

By _____
Contractor's Authorized Agent Name

(Seal)
ATTEST:

Contractor's Authorized Agent Title

#2 Industrial Drive, PO Box 129
St. James, MO 65559

Diana Bowlin, City Clerk

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

PROJECT PLANS AND SPECIFICATIONS:

2017 Fiber To The Home Network Build

PREPARED FOR

Indianola Municipal Utilities

Indianola, Iowa

Attention: Rob Stangel, General Manager

111 S Buxton Street

Indianola, Iowa 50125

515/961-9444

FEBRUARY 27, 2017

BY

NewCom Technologies, Inc.

6000 Grand Avenue

Des Moines, Iowa 50312

800/626-6234

515/274-9622 (FAX)



Telecommunications Engineering

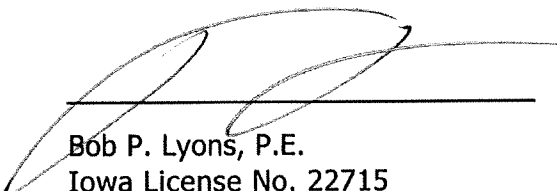
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SPECIFICATIONS
FOR
INDIANOLA FIBER TO THE HOME PROJECT
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

I hereby certify that this engineering document was prepared by me
or under my direct personal supervision and that I am a duly licensed
Professional Engineer under the laws of the State of Iowa.

Signed:

Date:

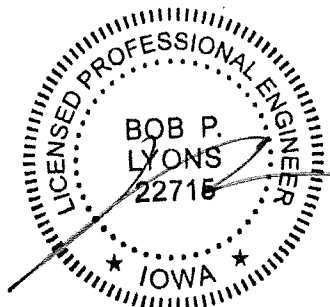

Bob P. Lyons, P.E.
Iowa License No. 22715
My license renewal date is December 31, 2018

2/24/2017

Detailed parts covered by this seal:

All IMU FTTH Specification

Prepared by
NewCom Technologies, INC.
Des Moines,
Iowa



2/24/2017

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INDIANOLA, IOWA

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NOTICE OF HEARING AND LETTING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST FOR THE INDIANOLA FIBER TO THE HOME NETWORK PROJECT, INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA, AND FOR THE TAKING OF BIDS THEREFOR

Sealed proposals will be received by the Clerk of the Indianola Municipal Utilities in the Council Chambers of the Indianola Municipal Building, 110 N. 1st Street, Indianola, Iowa until 2:00 P.M. local time on April 13, 2017 for the Indianola Fiber To The Home Project, as described in the plans and specifications therefor, now on file in the office of the Clerk. Proposals will be opened and the amount of the bids announced in said Indianola Municipal Utilities by the Clerk at the time and date specified above.

At 5:30 P.M. on the 8th day of May, 2017, the Board of Trustees of Indianola Municipal Utilities will hold a hearing and said Board of Trustees proposes to adopt plans, specifications, form of contract and estimate of cost and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into a contract for the construction of said improvements.

The location of the work to be done and the kinds and sizes of materials proposed to be used are as follows:

INDIANOLA FIBER TO THE HOME

Construct GPON Fiber to the home including all labor, materials (Conduit and Fittings, Tracer Wire, Muletape, backfill, peagravel, hydroseeding, and all aerial components (Everything else furnished by IMU) and equipment necessary for approximately 70 miles of new network. The network will serve single family homes, multiple dwelling units, and businesses. The build consists of 90% of underground and 10% of aerial. Part of the 70 miles will be 2.5 miles of aerial self-supporting fiber and strand-supported fiber to be replaced. There are 19 New Splitter Cabinets and 7 Existing Splitter Cabinets to be upgraded. The Point of Presence (POP)/Head End is located at the IMU facility building of 110 South B St., Indianola, IA 50125. Anticipated completion will be 12 months after work commences.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the office of the Clerk of said Utilities and by this reference made a part thereof as though fully set out and incorporated herein.

All proposals and bids in connection therewith shall be submitted to the Clerk of said Utilities on or before the time herein set for said hearing. All proposals shall be made on official bidding blanks furnished by the Board, and any alterations in the official form of proposal will entitle the Board, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

The bid security should be made payable to the INDIANOLA MUNICIPAL UTILITIES. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the Board as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within 15 days after the award of contract and post bond satisfactory to the Board insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and the other contract documents. Bidders will use the bid bond form included in the specifications.

At said hearing, the Board of Trustees will consider the proposed plans, specifications, form of contract and estimate of cost for the project, the same now being on file in the office of the Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Board of Trustees will also receive and consider any objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

The Board of Trustees reserves the right to reject any or all bids, to waive informalities or technicalities in any bid and to accept the bid which it deems to be to the best interest of the Board.

The successful bidder will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price, said bonds to be issued by responsible surety approved by the Board and shall guarantee the faithful performance of the contract and the terms and conditions therein contained, and shall guarantee the prompt payment for all materials and labor and protect and save harmless the Board from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the Board of Trustees.

The work will commence within ten (20) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed 12 months from commence date.

Payment to the Contractor will be on the basis of monthly estimates equivalent to ninety-five percent (95%) of the contract value of the work completed and materials delivered to the site during the preceding calendar month. Estimates will be prepared on the first day of each month by the Contractor, subject to the approval of the Engineer, who will certify to the Board for payment each approved estimate on or before the tenth (10th) day of the following month. Such monthly payments shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Partial lien waivers are not required with the first payment application if payment is less than fifty (50%) of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all assigned subcontractor(s), vendor(s), and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflects on the payment application form.

Partial lien waivers from the Contractor and all assigned subcontractor(s), vendor(s), and suppliers shall accompany the first payment application when the amount of payment exceeds fifty percent (50%) of the total contract amount. Lien waivers are to be in the amount reflected on the payment application form.

Upon completion of the work and its acceptance by the Board, the Contractor will be paid an amount which, together with previous payments, will equal ninety-five percent (95%) of the contract price of the contract. Final payment of the remaining five percent (5%) will be made not less than thirty-one (31) days after completion and acceptance by resolution of the Board of Trustees of the completed contract, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa. No such partial or final payments will be due until the Contractor has certified to the Clerk that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.

The Contractor's request for final payment shall include final lien waivers, on Owner forms, from all assigned subcontractor(s), subcontractor(s), vendor(s), and suppliers in the full amount of their contracts as reflected on the payment application form. The Contractor shall also furnish its own final waiver of lien as reflected on the payment application form.

Liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per consecutive calendar day will be assessed for each day that the work remains uncompleted after the end of the contract period, with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

Plans and specifications governing the construction of the proposed improvements, and also the prior proceedings of the Board of Trustees referring to and defining said proposed improvements are hereby made a part of this notice and the proposed contract by reference and the proposed contract shall be executed in compliance therewith.

Copies of said plans and specifications and form of contract are now on file in the office of the Clerk. Copies may be obtained from NewCom Technologies, Inc., 6000 Grand Ave., Des Moines, Iowa 50312, at no charge.

This notice is given by order of the Board of Trustees of the Indianola Municipal Utilities, Indianola, Iowa.

Board of Trustees
Indianola Municipal Utilities
Indianola, Iowa

Adam Voigts, Chairperson

ATTEST:
Diana Bowlin, City Clerk

INVITATION FOR BID

INVITATION FOR BID FOR 2017 FIBER TO THE HOME PROJECT, INDIANOLA MUNICIPAL UTILITIES, INDIANOLA, IOWA

Contractors are allowed and encouraged to drive-out the project and inspect all areas to aid in an accurate bid and generate questions anytime from February 27, 2017 to March 13, 2017.

Bids will be received by the Indianola Municipal Utilities hereinafter referred to as the "Owner" in the Council Chambers at The Indianola Municipal Building, 110 N. 1st Street, Indianola, Iowa until 2:00 P.M. local time on April 13, 2017. It is expected the Board of Trustees of the Indianola Municipal Utilities will accept a bid or reject all bids at the public meeting on May 8, 2017 at 5:30 P.M.

IMU will hold a **mandatory** pre-Bid conference for all interested parties at **2:00 P.M. on March 13, 2017**. The conference will be held in the Council Chambers at The Indianola Municipal Building, 110 N 1st Street, Indianola, IA 50125.

Please notify Engineer of your intent to bid by March 13, 2017. IMU will accept written bidders questions from March 13, 2017 to March 27, 2017 and will post written responses to all bidders by or before April 3, 2017.

A pre-construction conference will be held on May 15th with the winning bidder, during which a Notice to Proceed will officially be given.

The work to be done at the location shown on the plans includes construction of the Fiber to the Home Project for the Iowa Municipal Utilities, including all labor, materials and equipment necessary to construct the network, including cleanup.

Before submitting a bid, each Bidder should (a) examine the Contract Documents thoroughly; (b) visit the sites to familiarize him/herself with local conditions that may, in any manner, affect cost, progress or performance of the Work; (c) familiarize him/herself with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

All questions regarding the meaning or intent of the Contract Documents shall be submitted in writing to Rob Stangel, General Manager, Indianola Municipal Utilities, 110 N. 1st Street, Indianola, IA 50125. Any inquiry received seven (7) or more days prior to the date fixed for the opening of bids will be given consideration. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications shall be without legal effect. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda which, if issued, will be posted at www.mbionline.com Prior to the date fixed for the opening of Bids, however, it will be the Bidder's responsibility to verify with the Project

Engineer that all Addenda have been received. All Addenda so issued shall become part of the Contract Documents, and all Bidders shall be bound by such addenda, whether or not received by the Bidder.

In addition to the Bidder's ability to perform the services or furnish the materials, equipment or supplies promptly, or within the time period specified, without delay or interference, the following weighted criteria will be considered in the evaluation and award of the Bid:

No.	Criteria	Weight
1	Successful completion of recent (3-6 years) FTTH builds	20%
2	Profiles of Contractor leadership and team members assigned to this project identifying their professional and technical competence as it relates to a similar project.	25%
3	Past performance in terms of quality of work and schedule	20%
4	Contractor proximity to Indianola	5%
5	Bid Amount	30%

Indianola Municipal Utilities reserves the right to reject all bids when it determines that such action is in the public interest.

Bids submitted early may be modified or withdrawn by notice to the party receiving bids at the place and prior to the time designated for receipt of bids. Such notice shall be in writing and signed by the Bidder or by email, if permitted by the Project Manager. If by email, signed written confirmation of the change by the Bidder must have been mailed and postmarked on or before the date and time set for receipt of bids. Modifications or changes shall be so worded as not to reveal the amount of the original bid. Bids may also be modified or withdrawn in person by the Bidder or an authorized representative provided he can prove his identity and authority. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders and the Bid Security is in an amount sufficient for the bid as modified or resubmitted.

The person, firm or corporation submitting the successful bid, hereinafter referred to as the "Contractor", will be notified on or before the 8th day of May, 2017 that their bid has been accepted. Work on the project shall commence within ten (10) calendar days after the date set forth in written Notice to Proceed. All work on the project shall be completed one year after the start date.

Liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per consecutive calendar day will be assessed for each day that the work on the fiber network remains uncompleted one year after the start date. Liquidated damages in the amount of Two Hundred Fifty Dollars (\$250.00) per calendar day will be assessed for each day the work shall remain uncompleted after the end of the contract period.

Separate damage assessments may be made for each of the two completion dates with due allowance for extensions of the contract period due to conditions beyond the control of the Contractor.

In accordance with the requirements of the Iowa Department of Labor all bidders must submit a fully completed Bidder Status Form. The Bidder Status Form must be included with and is considered an essential attachment to the Bid. Any bid that does not include a fully completed Bidder Status Form may result in the bid being determined non-responsive.

The Contractor submitting the successful bid will be required to furnish bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the Board of Trustees and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the Owner from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of two (2) years after its completion and acceptance by the Board of Trustees.

The Contractor will be paid ninety-five percent (95%) of the Owner's final estimate of the value of acceptable work completed. Final payment will be made not earlier than thirty-one (31) days after completion of the work and acceptance by the Owner.

No such final payment will be due until the Contractor has certified to the Owner that the materials, labor and services involved in the final estimate have been paid for in full. The Contractor's final request shall include final lien waivers.

BID

FIBER TO THE HOME NETWORK
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

Name of Firm Excel Utility Contractors, LLC

Address of Firm #2 Industrial Drive, PO Box 129
St. James, Missouri 65559

To: Board of Trustees
Indianola Municipal Utilities
110 N 1st St.
Indianola, Iowa 50125

The undersigned, having examined the plans and having become familiar with the nature and location of the work to be done and the conditions under which the work will be performed, hereby proposes to provide the required labor, services and materials and to perform the work described on the plans, within the time and for the sums stated hereinafter on attached Bid Schedule; which Bid Schedule is hereby made a part of this Bid.

The undersigned certifies that this Bid is offered in good faith, without collusion or connection with any other persons quoting on the work.

The undersigned states that this Bid is offered in conformity with the plans and scope of work and agrees that in the event of any discrepancies or differences between any conditions of his quotation and the scope of work prepared by NewCom Technologies, Inc. that the provisions of the latter shall prevail.

Name of Firm Excel Utility Contractors, LLC

By Keith Record

Title Managing Member

Signature Keith Record

Date 4.11.17

BID SCHEDULE

FIBER TO THE HOME NETWORK

1. Construct Fiber to the home network for the following unit and lump sum prices.
For items supplied by IMU, please bid on labor, transport, etc.:

Item No.	Description	Unit	Estimated Quantity	EACH	Total Price
1.1	Aerial New*- Strand, Anchors, Risers, Grounds and Bonds, and All Consumables to Install Fiber	LF	29,452	\$ 5.00	\$ 147,260.00
1.2	Aerial New*- Overlash to Existing Aerial Cable/Strand, Anchors, Risers, Grounds and Bonds, and All Consumables to Install Fiber	LF	13,592	\$ 3.50	\$ 47,572.00
1.3	Aerial Demolition	LF	29,452	\$.50	\$ 14,726.00
1.4	Underground* – New Build, Directional Drilling, Tracer Wire, Conduit, and Muletape. 286,300 Represents the total Underground construction Running line. (Conduit and Muletape footage is 384,593 FT due to Multiple conduit runs)	LF	286,300	\$ 8.10	\$ 2,319,030.00
1.5	Conduit (1-3 Ducts/Run), Tracer Wire, And Muletape	LF	384,593	\$	\$
1.5	Fiber Cable Installation,	LF	740,000	\$.52	\$ 384,800.00

1.6	Fiber Tail Installation for Multiport Terminals (for 566 MST Devices	LF	194,000	\$	<u>.45</u>	\$	<u>87,300.00</u>
1.7	30x48x36 Vault Installation	EA	19	\$	<u>475.00</u>	\$	<u>9,025.00</u>
1.8	24x36x24 Vault Installation	EA	706	\$	<u>250.00</u>	\$	<u>176,500.00</u>
1.9	13x24x12 Hand Hole Installation	EA	1823	\$	<u>95.00</u>	\$	<u>173,185.00</u>
1.10	FDH Cabinets Installation	EA	19	\$	<u>1,200.00</u>	\$	<u>22,800.00</u>
1.11	Existing FDH Cabinet Upgrades: Adding Rack-Mounted Splitter Cassette per Detail Drawing	EA	7	\$	<u>300.00</u>	\$	<u>2,100.00</u>
1.12	Splice Case Installation	EA	232	\$	<u>250.00</u>	\$	<u>58,000.00</u>
1.13	Splicing and Testing by Range	EA	10,000- 13,000	\$	<u>24.00</u>	\$	<u>312,000.00</u>
			13,000- 16,000	\$	<u>24.00</u>	\$	<u>384,000.00</u>
			16,000- 19,000	\$	<u>24.00</u>	\$	<u>456,000.00</u>

*Contractor to provide Conduit, Tracer Wire, Muletape, and all consumables required to install aerial fiber, including strand, pole hardware, anchors, bonds, riser guards, etc. IMU will provide all other project materials.

TOTAL BID
(Items 1.1 - 1.13) \$ 4,594,298.00

Note: This total bid price includes all ranges in Section 1.13, please deduct ranges not decided upon.

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- ☒ Yes ☐ No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- ☐ Yes ☒ No My company has an office to transact business in Iowa. *Office and yard will be acquired if awarded project*
- ☐ Yes ☒ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- ☐ Yes ☒ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- ☐ Yes ☒ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

Dates: _____ / _____ / _____ to _____ / _____ / _____ Address: _____
City, State, Zip: _____

You may attach additional sheet(s) if needed

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

Missouri

2. Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☒ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

Note: If awarded project, Excel Utility Contractors, LLC will hire Iowa residents as needed for open positions.

You may attach additional sheet(s) if needed.

To be completed by all bidders

I certify that the statements made on this document are true and complete to the best of my knowledge and ; know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: *Excel Utility Contractors, LLC*

Signature: *Keith Record*

Date: *April 11, 2017*

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

☒ Yes ☐ No

My business is currently registered as a contractor with the Iowa Division of Labor.

☐ Yes ☒ No

My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.

☐ Yes ☒ No

My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.

☐ Yes ☒ No

My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.

☐ Yes ☒ No

My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.

☐ Yes ☒ No

My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.

☐ Yes ☒ No

My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.

☐ Yes ☒ No

My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.

☐ Yes ☒ No

My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.

☒ Yes ☐ No

My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

BOND

KNOW ALL PEOPLE: That we, Excel Utility Contractors LLC
of St. James, MO, hereinafter called the Principal, and
Great American Insurance Company
hereinafter called the Surety, are held and firmly bound unto the Indianola Municipal Utilities,
Indianola, Iowa, hereinafter called the Owner, in the sum of
three million seven hundred fifty four thousand two hundred ninety eight and NO/100ths Dollars
Dollars (\$ 3,754,298.00), for the payment whereof the Principal and the Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly, by these presents.

WHEREAS, the Principal has, by means of a written Agreement dated August 9, 2017
20¹⁷, entered into a Contract with the Owner for the Fiber to the Home Project, which
Agreement includes a guarantee of all work against defective workmanship and materials for
a period of two (2) years from the date of final acceptance of the work by the Owner, a copy
of which Agreement is by reference made a part hereof;

Now Therefore, the condition of this Obligation is such that, If the Principal shall faithfully
perform the Contract on his part and shall fully indemnify and save harmless the Owner
from all cost and damage which he may suffer by reason of failure so to do and shall fully
reimburse and repay the Owner all outlay and expense which the Owner may incur in
making good any such default,

And Further, that If the Principal shall pay all persons who have contracts directly with the
Principal for labor or materials, failing which such persons shall have a direct right of action
against the Principal and Surety under this Obligation, subject to the Owner's priority,

Then this Obligation shall be null and void, otherwise it shall remain in full force and
effect.

Provided, however, that no suit, action or proceeding by reason of any default whatever
shall be brought on this Bond after three (3) years from the date of final acceptance of the
work.

And Provided, that any alterations which may be made in the terms of the Contract, or in the
work to be done under it, or the giving by the Owner of any extension of time for the
performance of the Contract, or any other forbearance on the part of either the Owner or
the Principal to the other shall not in any way release the Principal and the Surety, or either
of them, their heirs, executors, administrators, successors or assigns from their liability
hereunder, notice to the Surety of any such alteration, extension or forbearance being
hereby waived.

And Further Provided, the Principal and Surety on this Bond hereby agree to pay all
persons, firms, or corporations having contracts directly with the Principal or with
subcontractors all just claims due them for labor performed or material furnished, in the
performance of the Contract on account of which this Bond is given, when the same are not
satisfied out of the portion of the contract price which the Owner shall retain until
completion of the improvements, but the Principal and Surety shall not be liable to said
persons, firms, or corporations unless the claims of said claimants against said portions of
the contract price shall have been established as provided by law.

The Surety on this Bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

- a. To the extension of time to the Principal in which to perform the Contract.
- b. To changes in the plans, specifications, or Contract, when such changes do not involve an increase of more than twenty percent (20%) of the total contract price, and shall then be released only as to such excess increase.
- c. That no provision of this Bond or of any other contract shall be valid which limits to less than three (3) years from the date of final acceptance of the work the right to sue on this Bond for defects in workmanship or materials not discovered or known to the Owner at the time such work was accepted.

The Bond is executed in triplicate.

Signed and Sealed this 9th day of August, 20 17

EXCEL UTILITY CONTRACTORS LLC

PRINCIPAL

Contractor

Signature

Title

SURETY:

GREAT AMERICAN INSURANCE COMPANY

Surety Company

Signature, Attorney-in-Fact

LAVONNE SHERROD

Name of Attorney-in-Fact

TIS INSURANCE SERVICES INC.

Company Name

1900 WINSTON ROAD, SUITE 100, KNOXVILLE, TN 37919

Company Address (Including Zip Code)

865-691-4847

Company Telephone Number

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than SIX

No. 0 20088

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WILLIAM M. THOMAS	ALL OF	ALL
R.L. OAKES, III	KNOXVILLE, TENNESSEE	\$100,000,000
JAMES F. OAKES		
CHARLES C. MARTIN		
LAVONNE SHERROD		
KAREN BAKER		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15TH day of MARCH, 2016.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 15TH day of MARCH, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

9th day of

August

2017.

Stephen C. Beraha
Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TIS Insurance Services, Inc. 1900 Winston Road, Suite 100 P.O. Box 10328 Knoxville TN 37939-0328	CONTACT NAME: Stacy Douglas PHONE (A/C, No, Ext): (865) 691-4847 FAX (A/C, No): (865) 694-4847 E-MAIL ADDRESS: sdouglas@tisins.com
INSURED Excel Utility Contractors, LLC P O Box 129 St. James MO 65559	INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co./CNA NAIC # 20508 INSURER B: Continental Insurance Co./CNA 35289 INSURER C: Travelers Property Casualty Company 25674 INSURER D: Natl Fire Ins Hartford/CNA 20478 INSURER E: Columbia Casualty Company 31127A INSURER F:

COVERAGES

CERTIFICATE NUMBER: 17/18 GEN w/ Prof & Poll

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			6024074941	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 15,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			6024074924	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 2,000
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			ZUP21N8956917NF	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	624074938	4/1/2017	4/1/2018	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability Pollution Liability			C6046461806	4/5/2017	4/5/2018	Limit/Aggregate: \$1M/\$2M Deductible: \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: 2017 Fiber to the Home. Indianola Municipal Utilites, Indianola, Iowa. NewCom Technologies, Inc. & Indianola Municipal Utilities are additional insureds with respects to General Liability when required by written contract per policy# CNA63359XX.

CERTIFICATE HOLDER

CANCELLATION

NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Bunny Oakes/STADOU

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GENERAL CONDITIONS

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1. CONTRACT DOCUMENTS

1.1 All documents listed or identified as part of contract are each and all essential and component parts of agreement between Owner and Contractor.

1.2 Contract Documents shall be signed in triplicate by Owner and Contractor.

1.3 Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment and transportation necessary for proper execution of work. It is not intended that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly noted. Materials or work described in words, which have a well known technical or trade meaning, shall be held to refer to such recognized standards.

2. SURETY BOND

2.1 Contractor shall furnish a good and sufficient surety bond in full amount of contract prior to signing contract. Surety bond shall guarantee faithful performance of all provisions of contract and payment of all bills and obligations arising from said contract. Should surety become irresponsible during time contract is in force, Owner may require additional and sufficient sureties. Contractor shall furnish said additional sureties to satisfaction of Owner within ten (10) days after written notice to do so. In default thereof, contract may be suspended as hereinafter provided.

3. CONTRACTOR'S RESPONSIBILITY

3.1 Contractor shall assume full responsibility for safekeeping of all materials and equipment and for all unfinished work until final acceptance by Owner. Materials and equipment which are damaged or destroyed from any cause shall be replaced at Contractor's expense.

3.2 Contractor shall indemnify and save harmless Owner against any liens filed for non-payment of Contractor's bills in connection with contract work. Contractor shall furnish Owner satisfactory evidence that all persons who have done work or furnished materials, equipment, or service of any type, under the contract have been fully paid prior to acceptance of work by Owner.

3.3 Contractor shall erect and maintain such barriers and lights as will prevent accidents as a consequence of its work. It shall indemnify and save harmless the Owner and its agents from all suits brought against Contractor for any injuries received or sustained by any person or persons by or through Contractor, its servants, or agents, in construction of work, or by or in consequence of any acts or omissions or negligence in performing contract work.

3.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees, shrubs and structures not shown for removal.

3.5 Cooperate with Owner, Engineer, and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

4. SUBCONTRACTS

4.1 Contractor shall not assign, sub-let or transfer the whole or any part of work herein specified without written consent of Owner. Assignment, sub-letting or transfer shall not relieve Contractor from its responsibilities set forth herein.

4.2 Detailed specifications are separated into titled parts for convenience or reference and to facilitate letting of contracts and subcontracts. Such arrangement shall not obligate Engineer to establish limits on contracts between Contractors and subcontractors.

5. CONTRACTOR'S EMPLOYEES

5.1 Contractor shall personally supervise its work or provide a capable superintendent satisfactory to Engineer. Superintendent shall be authorized to receive instructions from Engineer.

5.2 Incompetent or incorrigible employees shall be dismissed by the Contractor or its representative when requested by Engineer. Such dismissed persons shall not be permitted to return to work without written consent of Engineer.

5.3 Contractor shall give preference to local labor in execution of this contract, insofar as is practicable.

6. PERMITS AND REGULATIONS

6.1 In execution of work specified herein, Contractor shall conform to regulations and ordinances of any governmental body which may apply in execution of specified work. Contractor shall obtain such permits and licenses as may be required for construction of work.

7. PATENTS

7.1 All fees or royalties for patented inventions, equipment or arrangements used in construction or erection of work, or any part thereof, shall be included in contract price. Contractor shall protect and hold harmless Owner against any and all claims or litigation by reason of infringement of any patent rights on any materials, equipment of construction furnished by Contractor.

8. GUARANTEE

8.1 Contractor shall guarantee all work against faulty workmanship and materials for the period specified after date of final acceptance of work by Owner unless otherwise set out in "SPECIAL CONDITIONS" or "INSTRUCTIONS TO BIDDERS." Contractor shall repair or replace any defective workmanship and materials in a manner acceptable to Owner, without expense to Owner, within ten (10) days after written notification by Owner of such defect. If said repairs or replacements are not made within ten (10) days, Owner may make said repairs or replacements and charge the cost to Contractor.

8.2 Contractor shall provide Owner with a good and sufficient surety maintenance bond in the full amount of contract prior to signing contract. Maintenance bond shall run for the period specified from time of acceptance to protect Owner from faulty workmanship and materials as outlined in preceding paragraph.

9. SHOP DRAWINGS

9.1 Contractor shall provide Engineer with drawings, data and information regarding materials or equipment specified, or as may be called for by Engineer, for its review, within a reasonable time after award of contract. After review, Engineer shall return to Contractor one copy within a reasonable time after receipt.

9.1.1 Submit 1 copy of all shop drawing submittals.

9.2 Fabrication and shipment of materials or equipment prior to Engineer's review of drawings, data and information mentioned above shall be at Contractor's risk.

10. THE ENGINEER

10.1 Engineer shall make general observation of work as agent of Owner. Engineer's general observation shall not be construed that it shall direct or control operations of Contractor.

11. PLANS AND SPECIFICATIONS

11.1 Engineer shall provide Contractor with one hard copy and one electronic file of plans and specifications after execution of contract. If additional plans and specifications are required, Contractor shall compensate Engineer for costs of printing.

11.2 Engineer shall provide Contractor with additional and supplemental plans as may be required to show details of construction after approval of manufacturers'

drawings and data on materials and equipment.

- 11.3 Engineer will provide Contractor with such revised plans and specifications as may be required to show any authorized changes or extra work.

12. INTERPRETATION OF PLANS AND SPECIFICATIONS

- 12.1 Plans and specifications shall be interpreted by Engineer. Its decision shall be final and binding on all parties concerned.
- 12.2 Contractor will not be allowed to take advantage of errors or omissions in plans and specifications. Engineer will provide full instructions when errors or omissions are discovered.

13. DECISIONS BY ENGINEER

- 13.1 Engineer shall make decisions, in writing, on claims between Contractor and Owner within a reasonable time after presentation. Such decisions shall be regarded as final except for appropriate legal recourse.

14. WORKMANSHIP AND MATERIALS

- 14.1 All work done and all materials and equipment furnished by Contractor shall conform to plans and specifications. Competent laborers and tradespersons shall be used on all work.
- 14.2 In absence of detailed specifications in other sections, all materials shall conform to standards of American Society for Testing Materials.
- 14.3 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, it is the intent that materials or equipment of other manufacturers, equal in quality and performance, may be substituted. Such substitution may be made only with written authorization of Engineer.
- 14.4 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and additional features of items are specifically required by specifications, additional features specified shall be provided whether or not they are normally included in standard manufacturer's items listed.
- 14.5 Wherever items of materials or equipment are specified by a manufacturer's name and type, or equal, and specified items are or become obsolete and no longer available, Contractor shall provide acceptable equal items which are currently available at no change in contract price.

14.6 When proposing "or equal" items or substitutions, Contractor shall furnish general arrangement drawings, full descriptive data, manufacturer's specifications and such performance data as required to satisfy Engineer that materials or equipment proposed are equal to that specified. Burden of proof of equality shall be responsibility of Contractor.

14.7 Whenever items of materials or equipment are specified by a manufacturer's name and type and "or equal" is not listed, Contractor shall provide specified equipment without substitution, unless prior approval of Engineer is obtained for any substitution.

14.8 Contractor shall abide by Engineer's decision when proposed substitutes of material or equipment are deemed to be unacceptable and in such an event Contractor shall furnish items of equipment or materials specified.

14.9 Engineer reserves right to consider such factors as overall project arrangement, overall project cost, and similar factors in determining whether proposed substitutions will be acceptable.

15. ON-SITE REVIEW OR OBSERVATION

15.1 All materials used and all work done by Contractor shall be subject at all times to review, observation, and approval by Engineer. Contractor shall furnish samples of materials for observation as requested by Engineer. Contractor shall furnish any information required concerning nature or source of any proposed materials or equipment.

15.2 Materials, equipment or work which do not satisfactorily meet specifications may be condemned by Engineer by written notice to Contractor. Condemned materials, equipment or work shall be promptly removed and replaced.

15.3 Defective materials, equipment or work may be rejected by Engineer at any time prior to final acceptance by Owner even though said defective items may have been previously overlooked.

16. TIME

16.1 Contractor shall commence work within time specified and shall complete work within time specified in contract.

17. DELAYS

17.1 Delays caused by injunction or legal actions, damages by elements, or other causes beyond control of Contractor (of which Owner shall be sole judge) shall

entitle Contractor to a reasonable extension of time within which to complete work.

17.2 Application for extension of time shall be made to Owner by Contractor and shall state reasons for request for extension of time.

17.3 No extension of time shall be valid unless made in writing by Owner.

17.4 Normal weather conditions shall not form the basis of request for extension of time. Abnormal weather conditions shall form basis of request for extension of time only to the delay in excess of that resulting from normal weather conditions.

18. CHANGES

18.1 Engineer shall have the right to make changes in location and quantities of work as may be deemed advisable with consent of Owner and without notice to sureties on Contractor's bond.

18.2 No change shall be made under this paragraph which will increase or decrease total contract amount more than twenty percent (20%) of original contract price and no changes shall be made in plan of improvement that would necessitate additional or different construction processes and equipment.

18.3 Amount due Contractor shall be adjusted for changes in following manner:

18.3.1 Where unit prices have been bid, these unit prices shall be used to compute adjustment in compensation.

18.3.2 Where no such unit prices have been bid, Engineer and Contractor shall negotiate a reasonable adjustment in Contractor's compensation. Limitations on compensation in 22.2 of "22. EXTRA WORK" shall apply to changes where compensation is negotiated.

18.3.3 No changes shall be authorized unless they are shown on revised plans or in written instructions of Engineer.

18.3.4 Authorized changes which require additional time to complete shall entitle Contractor to proportionate extension of time to completion which shall be determined by Engineer.

19. EXTRA WORK

19.1 Required extra work not specified under this contract shall be done at an agreed price satisfactory to Contractor and Owner, or on basis of actual cost of work plus not more than fifteen percent (15%) for Contractor's overhead and profit. Actual cost shall include expense for equipment, materials, and labor and shall include no overhead items or profit. Where extra work is done by a subcontractor, with approval of Owner, there may be included in Contractor's actual cost, ten percent (10%) for subcontractor's profit.

19.2 The term "extra work" as used herein shall not be construed to apply to changes described in "21. CHANGES".

19.3 No compensation shall be allowed Contractor for extra work unless such work has been authorized in writing by Engineer and approved by Owner.

19.4 Contractor shall submit a statement of costs to Engineer for approval when extra work is performed on an actual cost plus basis. After such a statement is approved, Engineer shall certify its correctness to Owner.

20. OWNERSHIP OF MATERIALS

20.1 All materials and work covered by partial payments shall become sole property of Owner, but this provision shall not be construed as relieving Contractor from sole responsibility for all materials and work for which payments have been made, for restoration of damaged work, or as a waiver of rights of Owner to require fulfillment of all terms of contract.

21. OTHER CONTRACTS

21.1 Owner reserves right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work, and shall properly connect and coordinate its work with theirs. There shall be no impediments for other Contractors to access materials and to coordinate with others on areas and schedule.

21.2 When proper execution of Contractor's work depends upon work of another contractor, it shall inspect other work and report any defects to Engineer. Contractor's failure to inspect and report shall constitute an acceptance of other contractor's work except for defects which may develop in work after completion.

22. OWNER'S RIGHT TO DO WORK

22.1 If Contractor neglects to prosecute work properly or fails to perform any provision of this contract, Owner, after three (3) days' written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that Engineer shall approve both such action and amount charged to Contractor.

23. OWNER'S RIGHT TO TERMINATE CONTRACT

23.1 Owner, upon certification of Engineer that there is sufficient cause to justify termination of contract, may, without prejudice to any other right or remedy, and after giving Contractor seven (7) days' notice may terminate employment of Contractor for any of following reasons:

23.1.1 Contractor makes a general assignment for benefit of its creditors, or if adjudged as bankrupt.

23.1.2 Receiver is appointed on account of Contractor's insolvency.

23.1.3 Contractor persistently or repeatedly fails or refuses, except when extension of time to complete is granted, to provide enough skilled workmen or proper materials.

23.1.4 Contractor fails to make prompt payment to subcontractors for material or labor.

23.1.5 Contractor persistently disregards laws and ordinances or instructions of Engineer.

23.1.6 Contractor violates a provision of contract.

23.2 If Owner terminates employment of Contractor, it shall take possession of premises and all materials. It shall finish work by whatever method it may deem expedient. In such case Contractor shall not be entitled to receive any further payment until work is finished.

23.3 If unpaid balance of contract price exceeds expense of finishing the work including compensation for additional managerial and administrative services, excess shall be paid to Contractor. If expense exceeds unpaid balance, Contractor shall pay difference to Owner. Expense incurred by Owner as herein provided, and damage incurred through Contractor's default, shall be certified by Engineer.

24. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

24.1 If Engineer fails to issue any certificate for payment within fifteen (15) days after it is due, or if Owner fails to pay to Contractor within thirty (30) days of its maturity and presentation, any sum certified by Engineer, then Contractor may, upon seven (7) days simultaneous written notice to Owner and Engineer, stop work or terminate this contract. If Contractor elects to stop work by written notice, work shall be resumed promptly upon payment by Owner. If Contractor elects to terminate this contract by written notice it shall recover from Owner payment for all work executed to date of notice and any loss sustained upon any plant or materials plus a reasonable profit.

25. PAYMENTS WITHHELD

25.1 Engineer may withhold or nullify the whole or a part of payment certificate, on account of subsequently discovered evidence, to such extent as may be necessary to protect Owner from loss on account of:

25.1.1 Defective work not remedied.

25.1.2 Claims filed or reasonable evidence indicating probable filing of claims.

25.1.3 Failure of Contractor to make payments properly to subcontractors or for materials or labor.

25.1.4 A reasonable doubt that contract can be completed for balance then unpaid.

25.1.5 Damage to another contractor.

25.1.6 Claims of Owner for liquidated damages.

25.2 Payments shall be made for amounts withheld when above grounds are removed.

26. ACCEPTANCE AND FINAL PAYMENT

26.1 When work has been satisfactorily completed, Engineer will certify Contractor's final estimate stating that work has been completed in accordance with terms and conditions thereof with qualifications, if any, as stated. Balance found to be due Contractor according to the terms of payment shall be paid by Owner as provided in contract, provided, however, that any state laws which designate manner of final payment shall be followed in lieu of manner of final payment outlined above. Prior to receipt of final payment, Contractor shall file with Owner a receipt in full from each manufacturer, subcontractor, and dealer for all equipment and materials used on the work and a complete release of all liens, including tax liens, which may have arisen from this contract and required statements from Contractor and all subcontractors of sales and use tax paid. In lieu thereof, Owner, at its option, may accept from Contractor a statement showing balance due on all accounts.

26.2 Making and acceptance of final payment shall constitute a waiver of all claims by Owner, except those arising from unsettled liens, from faulty work or

materials appearing after final payment or from requirements of the specifications, and of all claims by Contractor, except those previously made and still unsettled.

27. SUSPENSION OF WORK

27.1 Owner may suspend the work, or any part thereof, at any time, by giving ten (10) days' written notice to Contractor. The work shall be resumed by Contractor within ten (10) days after date fixed in written notice from Owner to Contractor to do so.

27.2 If work, or any part thereof, shall be suspended and if Owner does not give written notice to Contractor to resume work within one (1) year of date of suspension, Contractor may abandon suspended portion of work. Contractor will be entitled to estimates and payments for all work done on the portions so abandoned, if any.

28. CLEANING UP

28.1 Contractor shall keep premises free from accumulations of waste material or rubbish caused by its employees or work. After completion of work it shall remove all its rubbish and all its tools, scaffolding and surplus materials from work site. It shall leave its work "broom clean" or its equivalent, unless more exactly specified. In case of dispute the Owner may remove rubbish and charge costs to Contractor as Engineer shall determine to be just.

29. HAZARDOUS MATERIALS

29.1 The use of Asbestos Construction Building Materials (ACBM) is specifically prohibited. The Contractor, suppliers, and subcontractors shall warrant that all products used are asbestos free. In the event that a specified product contains asbestos, it shall be the responsibility of the Contractor to notify the Owner so that an appropriate substitution can be made in a timely manner so as not to delay the project.

29.2 The Contractor shall provide the Owner a certificate that warrants that no materials, products, items or equipment contains any asbestos upon completion of the work of this Contract. If asbestos is found to exist in any of the materials, products, items or equipment provided as part of this Contract, the Contractor shall be financially responsible for all costs resulting from removal in accordance with an Owner approved method and replacement of an asbestos free condition to finished drawings and specifications. The financial responsibility of the Contractor shall not terminate with the end of the surety maintenance bond period, but shall continue through the life of the facility.

30. IOWA HAZARDOUS CHEMICAL RISKS RIGHT-TO-KNOW LAW

30.1 Owner's responsibility:

30.1.1 Owner shall provide to the Contractor a list of known hazardous chemicals within the project site to which their employees may be exposed and suggestions for appropriate protective measures.

30.2 Contractor's responsibility:

30.2.1 Contractor shall inform his/her employees of the Iowa Hazardous Chemical Risks Right-to-Know Law.

30.2.2 Contractor shall provide to the Owner a list of known hazardous chemicals that they anticipate will be used on site as well as all pertinent information relating to employee protection. Contractor's Material Safety Data Sheets (MSDS) shall be available to Owner upon request.

31. TAXES

31.1 All sales of construction and building materials to contractors and subcontractors for use in the building, erection, alteration or repair of structures, highways, roads, streets and other public works owned and used by the Owner are taxable. Contractor labor, however, is tax-exempt.

31.2 All books and records pertaining to the Project that will allow the accurate determination of any tax due must be retained and be kept available for inspection by IMU for three (3) years after the completion of the Project.

31.3 All applicable taxes are to be paid by Contractor and are to be included in appropriate bid items; except that, the Contractor shall not be reimbursed for

any State or other sales or use taxes incurred as a result of failure to obtain an exemption certificate prior to IMU's issuance of the Notice to Proceed.

32. SAFETY

- 32.1 Occupational Safety and Health Administration of the u>S. Department of Labor (OSHA) has certain requirements pertaining to protection of workers when working with hazardous chemicals, when excavation is being performed, or together work to be performed under this Contract. It is pointed out that it is fully the Contractor's responsibility to comply with these requirements and Indianola Municipal Utilities will not accept any additional charges for this compliance or any responsibilities for non-compliance by the Contractor.

SPECIAL CONDITIONS

2017 FIBER TO THE HOME INDIANOLA MUNICIPAL UTILITIES INDIANOLA, IOWA

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1. INTENT

- 1.1 To supplement the provisions of the GENERAL CONDITIONS by outlining special conditions applicable to project.

2. LOCATION

- 2.1 Work is located in public right-of-way and easements across private and City owned properties in the City of Indianola, Iowa.

3. RIGHT-OF-WAY

- 3.1 Owner will provide easements for construction on private lands.
- 3.2 Contractor will be provided list of construction easement widths.
- 3.3 Confine movements of equipment and personnel, storage of materials, excavation, spoil banks, and all other construction operations within the rights-of-way provided.

- 3.4 Contractor will be held liable by City and adjacent property owners for damages outside rights-of-way and easements; failure of Engineer to warn Contractor about incidence of trespassing does not relieve liability.

4. ORDER OF CONSTRUCTION

- 4.1 Provide Engineer with proposed schedule of construction showing dates of starting and completing various portions of work.
- 4.2 Coordinate work with Owner and Engineer to assure orderly and expeditious progress of the work.
- 4.3 Contractor shall establish schedule of working hours for construction, subject to approval of Engineer.
- 4.4 Schedule construction to minimize use of street barricades and detours; clean up each portion of work as it is completed; schedule work to allow vehicular access for residents within 1 block of any closed street due to construction.

5. INTERRUPTIONS TO SERVICE

- 5.1 Existing utilities shall remain in substantially continuous operation during construction.

6. SERVICE FACILITIES

- 6.1 Water, electricity, compressed air, and other services shall be furnished by Contractor to meet his own requirements.

7. CONSTRUCTION FACILITIES BY CONTRACTOR

- 7.1 Provide suitable storage buildings or warehouse necessary for proper storage of materials and equipment. No storage will be available at any IMU facility.

- 7.2 Provide telephone at which Contractor can be reached by Owner or Engineer at all times during the working day; provide liaison between telephone and construction personnel for expeditious handling of messages.
 - 7.2.1 Provide Owner and Engineer with at least 2 telephone numbers where Contractor's representative can be reached evenings, weekends and holidays in event of emergency.
- 7.3 Location of all construction facilities, including project construction plant and yard, subject to approval by Engineer; remove all construction facilities upon completion of work.
- 7.4 Provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- 7.5 Provide fence, barricades, and/or watchmen to prevent access of unauthorized persons to site where work is in progress.

8. INSURANCE BY CONTRACTOR

- 8.1 Provide and maintain insurance throughout construction period in the following minimum amounts:
 - 8.1.1 Workmen's compensation and occupational disease insurance in accordance with the laws of the State of Iowa covering all employees who perform any obligations assumed under the contract.
 - 8.1.2 Public liability and property damage liability insurance covering all operations under the contract; limits of bodily injury or death not less than \$1,000,000 for one person and \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident and \$500,000 aggregate for accidents during the policy period.
 - 8.1.3 Automobile liability insurance on all self-propelled vehicles used in connection with the contract, whether owned, non-owned, or hired; public liability limits of not less than \$500,000 for one person and \$1,000,000 for each accident; property damage limit of \$500,000 for each accident.
 - 8.1.4 Professional liability insurance covering Contractor for \$1,000,000 covering all professional decisions and installation under the contract.
 - 8.1.5 Umbrella liability (applying directly in excess above liability coverages); \$1,000,000 combined single limit; \$1,000,000 aggregate.

- 8.1.5 Name the Indianola Municipal Utilities as an additional insured under all policies.
- 8.2 Owner reserves right to approve insurance company.
- 8.3 Owner shall have right at any time to require public liability insurance and property damage liability insurance greater than required in above paragraphs. Additional premiums payable solely as result of such additional insurance shall be added to bid price.
- 8.4 Furnish certificates of insurance to Engineer made in favor of Owner showing compliance with foregoing requirements.
- 8.5 Notification in event of liability or damage: upon the occurrence of any event, the liability for which is herein assumed, the Contractor agrees to forthwith notify the Owner, in writing, such happening, which notice shall forthwith give the details as to the happening, the cause as far as can be ascertained, the estimate of loss or damage done, the names of witnesses, if any, and stating the amount of any claim.

9. CONTRACTOR'S RESPONSIBILITY

- 9.1 There shall be no liability upon public officials, Engineer or his authorized assistants, either personally or as an official of the Owner, it being understood that in such matters he acts as an agent and representative of the Owner in carrying out any of the provisions of the contract or in exercising any power or authority granted him thereby.
- 9.2.1 The Contractor agrees to indemnify and hold harmless the Owner, the Project Manager, and their officers, employees, consultants, agents and insurers, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with the Contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of the Contractor, any Subcontractor of the Contractor, or any officer, employee, representative, or agent of the Contractor or of any Subcontractor, or which arise out of any workers' compensation claim of any employee of the Contractor or of any employee of any Subcontractor. The Contractor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Contractor. The Contractor also agrees to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims, or demands alleged are groundless, false, or fraudulent.

- 9.2.2 In any and all claims against the Owner or Project Manager, or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of the Contractor, any Subcontractor, any supplier to the Contractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 10.1 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor, or any such Subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 9.2.3 The indemnity set forth in this paragraph 10.1 shall also cover IMU's defense costs, in the event that IMU, in its sole discretion elects to provide its own defense. IMU retains the right to disapprove counsel, if any, selected by Contractor to fulfill the forgoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified herein shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain at its own expense any additional insurance that it deems necessary for IMU's protection in the performance of the Construction Contract.
- 9.2.4 All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in this paragraph 10.1, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.
- 9.3 In the event any provisions in the contract are violated by the Contractor or any of its subcontractors, the Owner may serve written notice upon the Contractor and its surety of their intention to terminate such contract. Such notice shall contain a statement of the reasons for such action and unless within 10 days after the serving of such notice upon the Contractor such violation shall cease and satisfactory arrangements for correcting be made, the contract shall, upon expiration of said 10 days cease and terminate.
- 9.3.1 In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and Contractor and the surety shall have the right to take over and perform the contract, provided, however, that if the surety does not commence the performance thereof within 30 days, the Owner may take over the work and prosecute the same to completion by contract for the account and at the expenses of the Contractor and the Contractor and its surety shall be liable to the Owner for any excess cost occasioned the Owner thereby; in such

event, the Owner may take possession of and utilize such materials and appliances as may be on the site of the project and necessary in completing the work.

9.4 If suit is brought by the Owner for the breach of any provisions of this contract, the Contractor agrees to pay all costs in connection with suit, including reasonable attorney fees, whether or not the suit proceeds to judgment.

10. CLAIMS AND DISPUTES

10.1 Claims must be made by written notice to the Project Manager. The responsibility to substantiate claims shall rest with the party making the claim.

11. ATTORNEYS FEES

11.1 In the event it becomes necessary for either party to bring an action against the other to enforce any provision of this Construction Contract, in addition to any other relief that may be granted, the prevailing party in such action shall be entitled to an award of its reasonable attorney fees as determined by the Court.

12. POSITION, LINE AND GRADE

12.1 Construct to lines and grades shown on plans or as specified hereinafter.

12.2 Contractor shall perform detailed survey and staking for location, elevation and grade of construction.

12.3 Contractor shall provide, without extra compensation, all men and necessary tools to make all test holes and exploration, at any time, for purpose of determining location of existing structures beneath ground surface which might conflict with work of Contractor.

12.4 Contractor shall preserve all monuments, reference points, stakes and bench marks set by Engineer. In case of destruction by Contractor's negligence or carelessness, he will be charged with resulting expense of replacement, and responsibility for any mistakes or loss of time caused thereby.

12.5 These conditions supersede conflicting provisions of GENERAL CONDITIONS.

13. EMPLOYMENT PRACTICES

13.1 Contractor, or his subcontractors, shall not employ any person whose physical or mental condition is such that his employment will endanger the health and safety of himself or others employed on the project.

14. HISTORICAL/ARCHAEOLOGICAL FINDS

- 14.1 If, during course of construction, evidence of deposits of historical or archaeological interest is found, cease operations affecting find and notify Owner who shall notify Iowa Department of Natural Resources and Director and Historic Preservation Officer, State Historical Department, East 12th and Grand, Des Moines, Iowa 50319. No further disturbance of deposits shall ensue until notification by Owner that work may proceed. Owner will issue notice to proceed only after state official has surveyed find and made determination to Department of Natural Resources and Owner. Compensation to Contractor, if any, for lost time or changes in construction to avoid find, determined in accordance with changed conditions or change order provisions of specifications.

2017 FIBER TO THE HOME NETWORK
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

PART 1 - GENERAL REQUIREMENTS

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1. FORM

- 1.1 Detailed specifications are in outline form and include incomplete sentences. Omission of words or phrases is intentional. Supply omitted words or phrases by inference.

2. INTENT

- 2.1 To set forth requirements of performance, type of equipment or structure desired, and standards of materials and construction.
- 2.2 To describe work set out in Contract Documents, unless otherwise specifically indicated.
- 2.3 To require performance of complete work in spite of omission of specific reference to any minor component parts.
- 2.4 To provide for new materials and equipment, unless otherwise indicated.

3. INTERPRETATION

- 3.1 Report errors or ambiguities in specifications to Engineer as soon as detected; Engineer will answer questions regarding and interpret intended meaning of specifications; his interpretation shall be accepted as final.

4. WORK INCLUDED

4.1 Furnish all materials, labor and equipment to construct 2017 Iowa Fiber to the Home Network Build as set out in the Solicitation for Bid.

5. STARTING AND COMPLETION TIME

5.1 Commence work within 10 calendar days after date set forth in written Notice to Proceed. Complete work within time set out in Solicitation for Bid.

6. INFORMATION FOR ENGINEER

6.1 After award of contract submit minimum 5 copies of following information and drawings for Engineer's review:

6.1.1 Manufacturer's specifications and catalog data for conduit, tracer wire, muletape, strand, and pole hardware.

6.2 Within 15 days after award of contract, provide construction schedule showing dates of starting and completing various portions of work.

7. SHOP DRAWINGS

7.1 Intent of Engineer's review: to assist Contractor in interpreting plans and specifications.

7.2 Contractor's responsibility: to check drawings prior to submission for coordination and conformance with contract; do not submit without checking.

- 7.3 Engineer's review is only for general conformance with design concept of project and general compliance with information given in contract documents; any action shown is subject to requirements of plans and specifications; Contractor responsible for dimensions which must be confirmed and correlated at job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of work.
- 7.4 Prior to submission of shop drawings and catalog data to Engineer: affix Contractor's stamp with signature of responsible person to show material submitted has been checked and approved by Contractor; shop drawings submitted without appropriate stamp and signature will be returned without Engineer's review.

8. PLANS AND SPECIFICATIONS

- 8.1 Engineer will furnish 1 hard-copy and 1 electronic file of plans and specifications after award of contract; Contractor shall compensate Engineer for printing costs for additional copies required.
- 8.2 Subcontractors and suppliers will be furnished copies only at request of Contractor; Engineer will be compensated for printing costs.
- 8.3 Provide 1 set of plans and specifications for each foreman or superintendent in charge of each crew on job.

9. STANDARDS AND CODES

- 9.1 Do work in accordance with best present-day installation and construction practices.
- 9.2 Conform to and test materials in accordance with applicable sections of latest revisions or tentative revisions of following codes and standards unless specifically noted to contrary:
 - 9.2.1 American Association of State Highway and Transportation Officials (AASHTO).
 - 9.2.2 Institute of Electrical and Electronics Engineers (IEEE).
 - 9.2.3 National Electric Safety Code (NESC).

- 9.2.4 National Electric Code (NEC).
- 9.2.5 International Telecommunications Union (ITU).
- 9.2.6 Iowa Department of Transportation (IDOT); latest edition of standard specifications and addenda.
- 9.2.7 Federal Specifications (FS).
- 9.2.8 Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc., (AGC).
- 9.2.9 Occupational Safety and Health Act of 1970 (Public Law 91-596) (OSHA).
- 9.2.10 Iowa Occupational Safety and Health Act of 1972 (Chapter 88, Code of Iowa 2013) (IOSHA).
- 9.2.11 Current Iowa Manual on Uniform Traffic Control Devices (MUTCD).
- 9.2.12 National Institute for Occupational Safety and Health (NIOSH).
- 9.2.13 National Safety Council (NSC).
- 9.2.14 Standards and codes of the State of Iowa and applicable local standards, codes and ordinances of the City of Indianola.
- 9.2.15 Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

10. RESPONSIBILITY OF CONTRACTOR

- 10.1 Protection of work.
- 10.2 Protection of all property from injury or loss resulting from his operations.
- 10.3 Replace or repair objects sustaining any such damage, injury or loss to satisfaction of Owner and Engineer.
- 10.4 Without limiting GENERAL REQUIREMENTS of Contract Documents, protect flag poles, sidewalks, streets, pavements, fences, pipe, conduit, utilities, trees and shrubs and structures not shown for removal.

10.5 Cooperate with Owner, Engineer and representative of utilities in locating underground utility lines and structures; incorrect, inaccurate or inadequate information concerning location of utilities or structures shall not relieve Contractor of responsibility for damage thereto caused by his operations.

10.6 Keep cleanup current with construction operations.

10.7 Comply with all federal, state and City of Indianola laws and ordinances.

11. BARRICADES, FENCING, AND LIGHTS

11.1 Erect and maintain barricades and lights and/or provide guards in conformance with Standard Road Plan Dwg. No. TC-252 of the Iowa Department of Transportation (IDOT) and current Manual of Uniform Traffic Control Devices (MUTCD), for protection and warning of pedestrians and vehicles; all barricades, lights and/or guards at expense of Contractor.

11.2 Engineer will not allow work to proceed until all signs, barricades and lights are in place; requirements for type of signs and number of signs will be strictly enforced; improper signing during construction will constitute "improper work" and Engineer will cause Contractor to suspend work.

11.3 All signs, barricades, and other traffic control devices used on the project shall be furnished, installed and maintained by Contractor; all traffic control devices shall be maintained in a state of good repair and shall be cleaned and washed periodically as needed.

11.4 Certain sections of public streets and sidewalks can be closed with the following restrictions:

11.4.1 Adequate protection shall be provided for pedestrians. If a section of sidewalk is closed, appropriate signing and fencing shall be utilized; signing and fencing shall remain in place until sidewalk is reopened for pedestrian use.

11.4.2 No portion of public street shall be reopened to use by vehicular traffic other than local traffic until excavated area has been restored to a hard surface condition or granular surfacing has been placed as directed by Engineer; provide sign for local traffic "Enter At Own Risk".

11.4.3 Notify City 24 hours prior to closing street.

12. FINAL REVIEW AND ACCEPTANCE

12.1 Notify Engineer when project is considered to be complete and ready for final review.

12.2 Owner will accept work and make final payment to Contractor:

12.2.1 When Engineer has certified that work of Contractor is complete and in conformance with the plans and specifications.

12.2.2 When Contractor has filed with Owner or Engineer documents called for in specifications.

13. PAYMENT

13.1 No separate payment will be made for work covered under this part of the specifications except as set forth below. Include all costs in appropriate unit prices.

14. DOCUMENTS AND SAMPLES AT THE SITE

14.1 The Contractor shall maintain at the site for the Owner one record copy of all Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to redline all changes and selections (all changes and selections to be approved by the Owner in advance) made during construction, and approved Shop Drawings, Product Data and Samples and similar required submittals. These shall be available to the Project Manager and shall be delivered to him for the Owner upon completion of the Work.

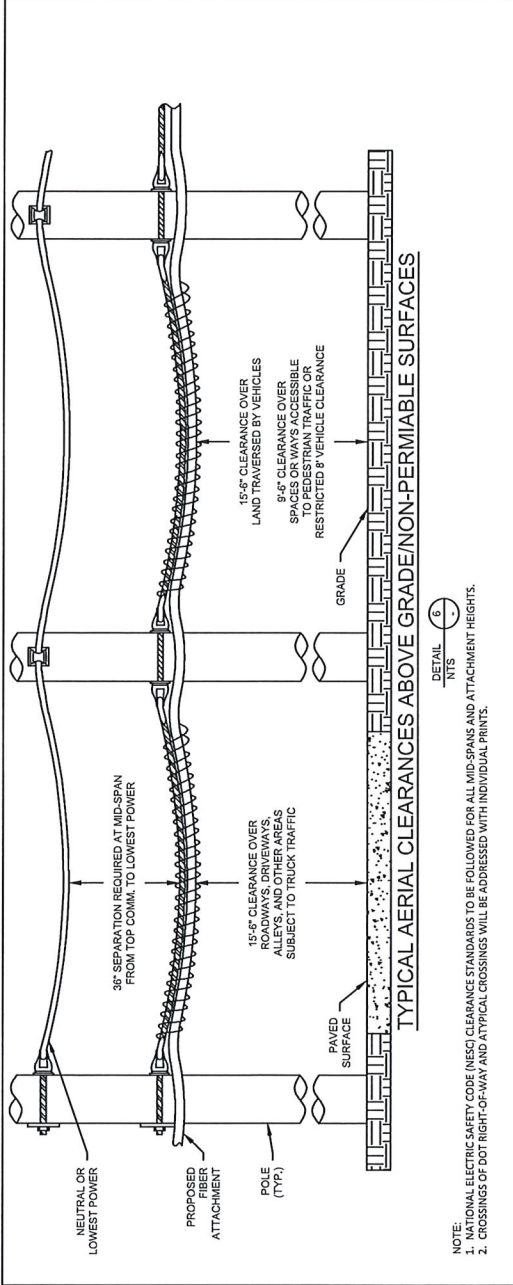
14.2 All documents and records required to be prepared or maintained by Contractor for eventual delivery to the Owner shall be delivered in hard copy and in a electronic/digital format acceptable to the Owner.

15. AS-BUILT DRAWINGS

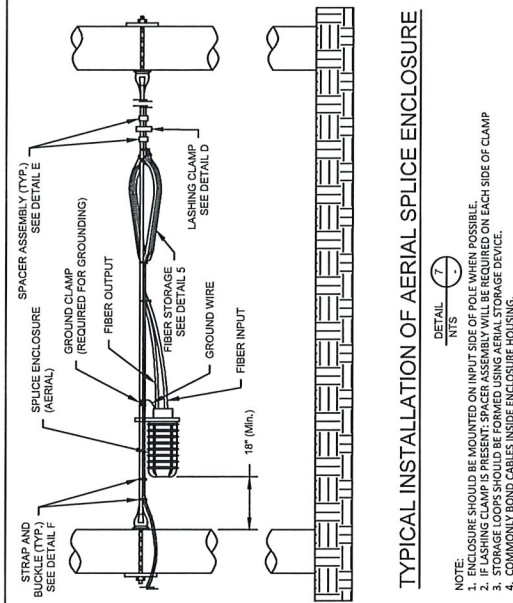
15.1 During Engineer inspection visits as service areas or other work segments are complete, the Contractor shall furnish the following documents (unless directed otherwise by Owner) to the Project Manager for submittal to the Owner: redline drawings showing updated field changes and selections affecting the general construction, splicing, termination, and all other work, and indicating the Work as actually installed. These shall consist of carefully drawn markings on a set of hard-copy prints of the Drawings. The Contractor shall maintain at the job site one (1) set of Drawings and indicate there on each field change as it occurs.

- 15.1.1 The Contractor shall furnish redline drawings for both the fiber and duct design drawings.
- 15.1.2 The Contractor shall furnish OTDR results as specified in Section 33 82 23.13.
- 15.2 The Project Engineer will provide Drawings identifying installation and design. Contractor will be responsible for recording via redline any deviation from the Drawings during construction (with approval from the Project Engineer) and notifying the Project Engineer for final approval and inclusion on the final As-Built Drawings (produced by the Project Engineer).

Print Date:

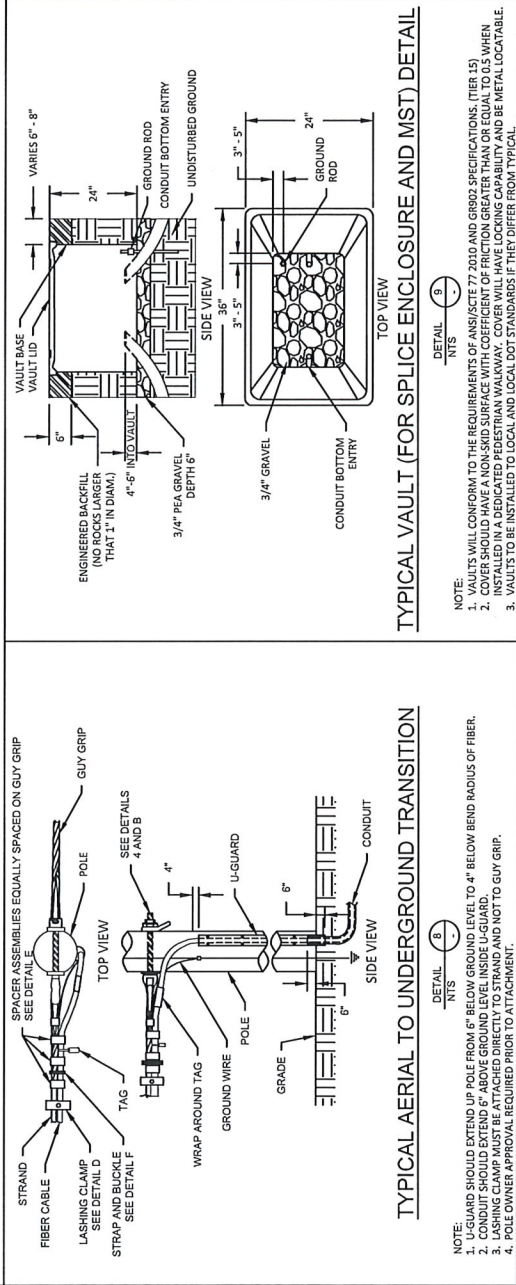


- NOTE:
1. NATIONAL ELECTRIC SAFETY CODE (NESC) CLEARANCE STANDARDS TO BE FOLLOWED FOR ALL MID-SPAN AND ATTACHMENT HEIGHTS.
 2. CROSSINGS OF DOT RIGHT-OF-WAY AND ATYPICAL CROSSINGS WILL BE ADDRESSED WITH INDIVIDUAL PRINTS.

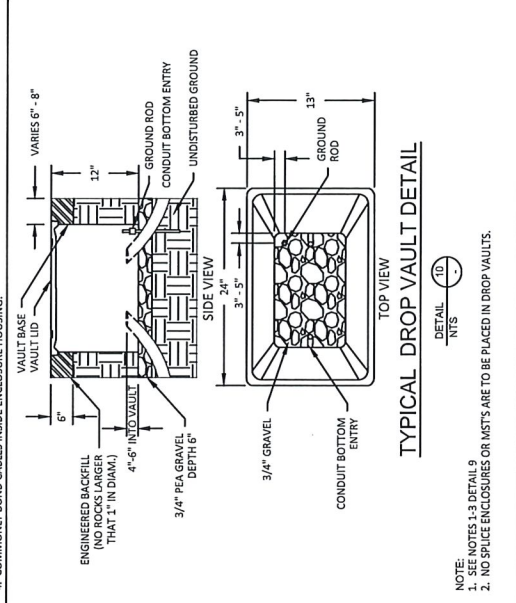


TYPICAL INSTALLATION OF AERIAL SPICE ENCLOSURE

- NOTE:
1. ENCLOSURE SHOULD BE MOUNTED ON INPUT SIDE OF POLE WHEN POSSIBLE.
 2. IF LASHING CLAMP IS PRESENT, SPACER ASSEMBLY WILL BE REQUIRED ON EACH SIDE OF CLAMP.
 3. SPACER ASSEMBLY SHALL BE USED TO SECURE CABLES TO ENCLOSURE HOUSING.
 4. COMMONLY BOND CABLES INSIDE ENCLOSURE HOUSING.



- NOTE:
1. U-GUARD SHOULD EXTEND UP POLE FROM 6\"/>
 2. CONDUIT SHOULD EXTEND 6\"/>
 3. CONDUIT SHALL BE INSTALLED TO THE BOTTOM OF THE POLE AND NOT TO GUY GRIP.
 4. POLE OWNER APPROVAL REQUIRED PRIOR TO ATTACHMENT.



TYPICAL VAULT (FOR SPICE ENCLOSURE AND MST) DETAIL

- NOTE:
1. VAULTS WILL CONFORM TO THE REQUIREMENTS OF ANSI/SCTE 77.2010 AND GR902 SPECIFICATIONS, (TIER 15)
 2. COVER SHOULD HAVE A NON-Skid SURFACE WITH COEFFICIENT OF FRICTION GREATER THAN OR EQUAL TO 0.5 WHEN INSTALLED ON A DESIGNATED PEDESTRIAN WALKWAY. COVER SHALL HAVE LOCKING CAPABILITY AND BE METAL LOCATABLE.
 3. VAULTS TO BE INSTALLED TO LOCK-AND-LOCK-DO NOT STANDARDS TIER 15 DIFFER FROM TYPICAL

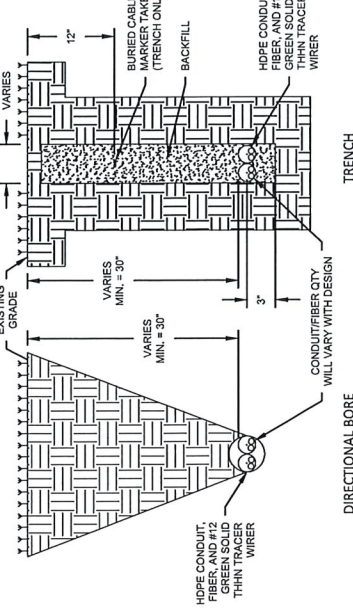
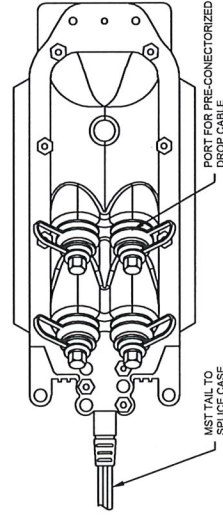
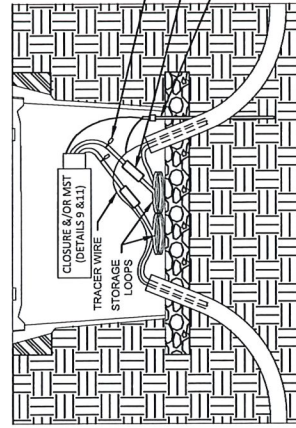
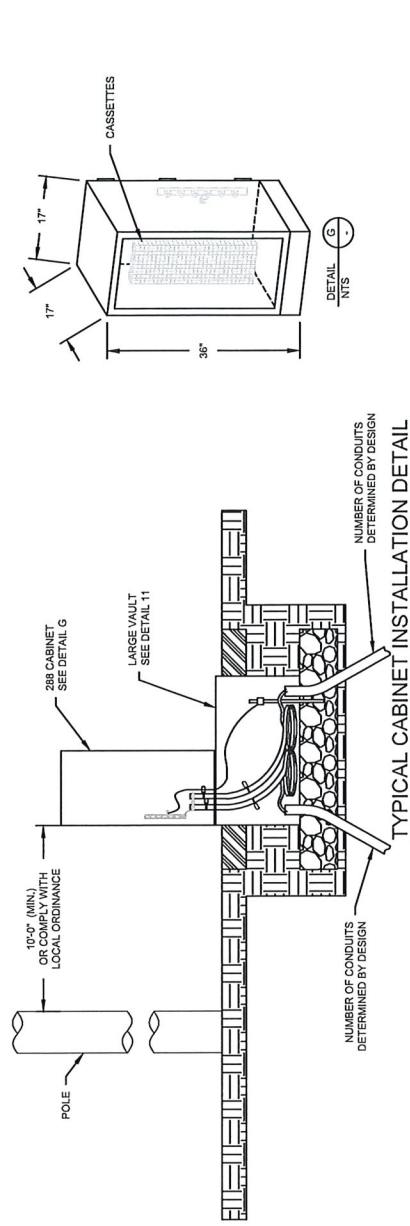
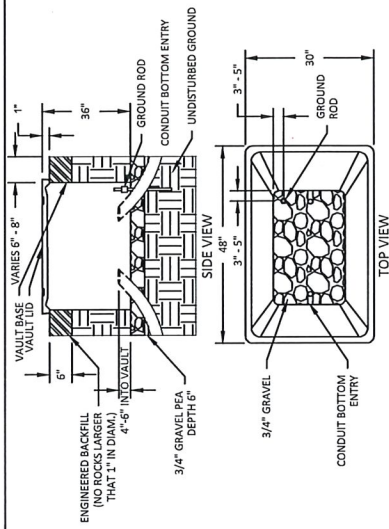
REVISIONS	DATE	BY	SCALE	Print Date:



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6000 Grand Avenue
Des Moines, IA 50312
800-626-6234

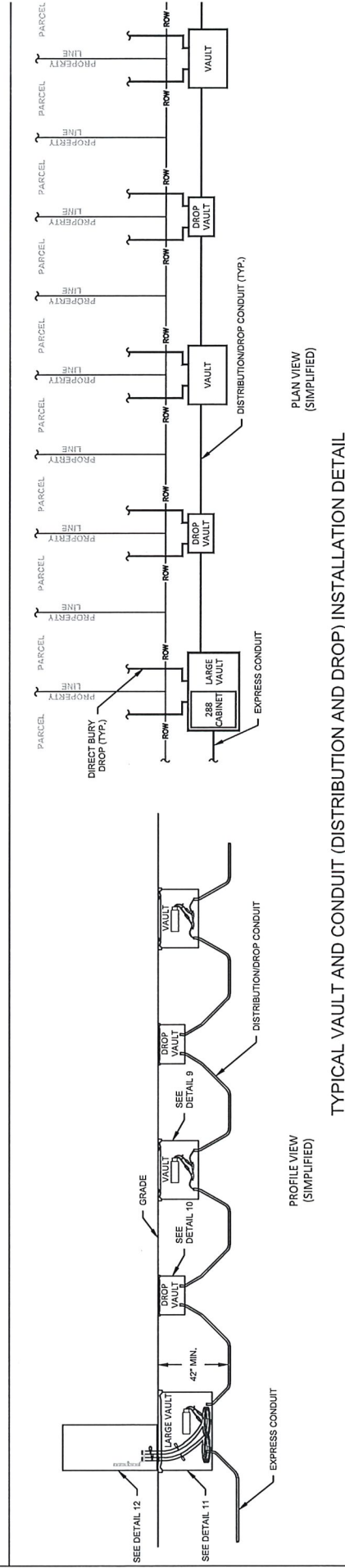
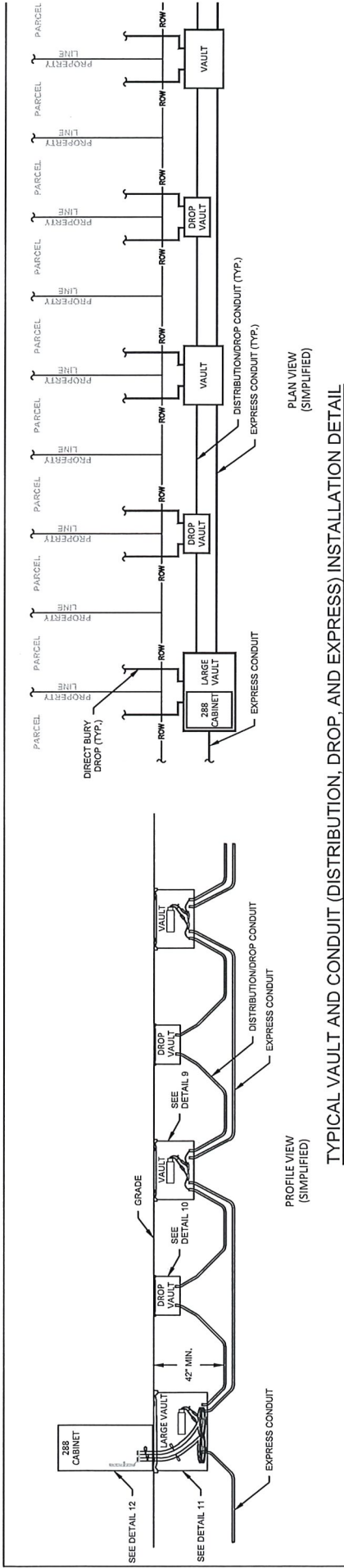


INDIANOLA MUNICIPAL UTILITIES
Electric • Network Services • Water
Indianola Municipal Utilities
1115 S. Green Street
Indianola, IA 50125
515-961-9444



NewComTech
GIS
newcomtech.com

NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, IA 50312
800-626-6234





NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234
515 274-9611 (Local)
515 274-9622 (FAX)
newcom@newcomtech.com
newcomtech.com

March 15, 2017

TO HOLDERS OF PLANS AND SPECIFICATIONS

INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
2017 FIBER TO THE HOME PROJECT

PROPOSALS RECEIVED: Until 2:00 P.M.
Thursday, April 13, 2017

Enclosed is one copy of Addendum No. 1 to the 2017 Fiber to the Home Project. Please
acknowledge receipt of Addendum No. 1 and return via e-mail, facsimile, or mail promptly.

NEWCOM TECHNOLOGIES, INC.

Bob Lyons

Acknowledged this _____ day of _____, 2017

Company

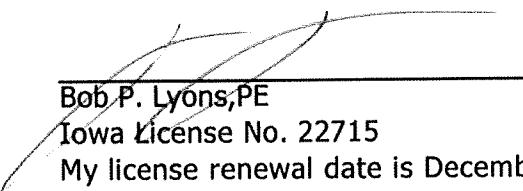
By _____

2017 IOWA FIBER TO THE HOME PROJECT
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

I hereby certify that this engineering document was prepared by me
or under my direct personal supervision and that I am a duly licensed
Professional Engineer under the laws of the State of Iowa.

Signed:

Date:

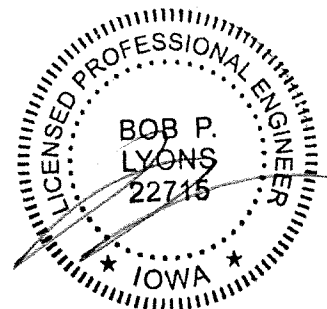


Bob P. Lyons, PE
Iowa License No. 22715
My license renewal date is December 31, 2018

3/15/2017

Detailed parts covered by this seal:

All



Prepared by
NewCom Technologies, Inc.
Des Moines,
Iowa

3/15/2017
Exp: 12/31/2018

Changes/Updates

1. Q & A Document from Pre-Bid Construction Conference
2. Page 10 - Due date of intent to bid notification changed to March 17, 2017
3. Page 14- Bid form modified for clarification
4. Page 15- A couple of items were added to the description of what materials the Contractor is to provide.
5. Added: Technical Specifications Section 33 05 07.13 – Utility Directional Boring
6. Added: Technical Specifications Section 31 81 27- Aerial Cable Installation
7. Added: Technical Specifications Section 33 81 29- Communications Underground Vaults, Handholes, and Cabinets
8. Added: Technical Specifications Section 33 82 23- Optical Fiber Transmission and Distribution Cabling
9. Added: Technical Specifications Section 33 82 23.13- Optical Splicing and Terminations



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234 • 515 274-9611 (Local)
515 274-9622 (FAX) • newcom@newcomtech.com

3-13-2017

IMU Pre-Bid Conference, Indianola, IA

Addendum #1

General Notes to Attendees:

1. NewCom's ShareFile site will be used as the holding location for all addendums, and announcements. NewCom will send an email to all register users on Tuesday 3-14-2017 to ensure they have access to this site. The email will request that the user respond to Bob Lyons via regular email to ensure that they have proper access.
2. Questions will be distributed to all interested parties via NewCom's ShareFile site.
3. Contractor will be provided with a distribution connection matrix for each FDH cabinet. The matrix will provide a list of ports on the distribution termination panels with related MST name, its address and the MST port number servicing the designed service point (house address).
4. All excavations which must be left open without someone on site must be fenced in (snowfence a minimum requirement).
5. Large excavation areas may require certified competent personal on site.
6. Contractors are required to notify Bob Lyons of their intent to bid by March 17, 2017 BLyons@NewComTech.com
7. All handholes and vaults are required to contain a metal locatable marker for purposes of locating the structures in snow cover – see spec section. However, IMU will be providing handholes and vaults in a materials procurement.
8. Materials: Contractor responsible for Conduit, Tracer Wire, Muletape, and all consumables required to install aerial fiber, including strand, pole hardware, anchors, bonds, riser guards, etc. IMU will provide all other project materials.
9. There are live systems on the feeder and distribution cables which are being upgraded: MCG existing customers, SCADA, Water, Schools, City systems, etc. Splicing work will require coordination and night work.
10. There are a couple maps coming in an addendum that show a few drop duct installations which cross a Mid-American pipeline. This duct installation will require coordination with and on site presence of Mid-American Energy.
11. There are about 20 service areas referred to as MDU--** service areas, these are MDUs slated for future design and build. For this contract, fiber or duct is constructed to the edge of the property as shown on maps.
12. There are a total of 7 existing service areas, as shown on overview service maps. However, only 3 of them have new network build, which is why only IND-3, 4, and 6 are included in the bid documents.

March 15, 2017

13. The PoP/CO building location on the drawings will be changing. The new location will be approx. 100 ft south, located inside the IMU existing line shop.

Questions from Attendees:

14. Is the project a prevailing wage project?
 - a. This is not a prevailing wage project
15. Question related to service drop demarc points.
 - a. This RFP is not for service drop installations at this time. The design prints indicate service drop routing, but it is for purposes of establishing the duct system which is to be placed during the FTTH project construction.
16. Is there a limitation to the number of crews?
 - a. There is no limitation to the number of crews deployed. The only requirement is to coordinate construction activity with the neighborhoods and IMU personnel.
17. What is the total build schedule, does it include winter months?
 - a. The total build is planned for a 12 month period.
18. Will Indianola locate their facilities?
 - a. The City of Indianola and the IMU will provide their own locates through notification of the Iowa One Call system. Contractor is responsible for locating new cable and conduit until IMU accepts the project.
19. How many splices are anticipated in the build?
 - a. Current slicing records indicate that approximately 13,500 fusion splices are to be made.
20. Clarification of bidding sheet:
 - a. Item 1.4 Underground – New Build represents the total underground construction running line. This pricing item should include, the material costs of conduit, muletape and locate wire and their placement using HDD methods.
 - b. Item 1.5 Conduit – Represents the total conduit and muletape footage the Contractor shall supply. This conduit footage accounts for all multiple conduit runs. This will be clarified in the Addendum #1 bid list.
21. How is FDH cabinet installed?
 - a. The FDH cabinets will be placed on 30"x48" split lid vaults.
22. Is FDH cabinet installation considered daytime work?
 - a. Yes.
23. What has to be done at existing cabinets where splitter cassette rack is to be installed?
 - a. It consists of removing a black rack panel in the FDH cabinet and installing a rack mounted splitter cassette package. No connection are made at time of installation, as these will be done with patch cables as customers are transitioned from the Active Ethernet equipment to GPON.
24. Will contractor have access to City dump facilities after hours?
 - a. Usually, the contractor may be provided with a key for weekend and after-hours access. However, if the rules are not met, contractor may lose after hour access privileges.
25. What type of fiber will be used?

March 15, 2017

- a. All fiber will be loose tube configuration
- 26. Does IMU have any storage facilities/layout yard space?
 - a. Contractor should plan to have its own facility layout space.
- 27. Vault installation?
 - a. All vaults/handholes are to be installed on a tamped bed of pea gravel according to the construction specifications.
- 28. Will IMU provide ground rods and ground wire?
 - a. IMU will provide all ground rod and ground wire for this project.
- 29. Does IMU want the wrecked out fiber returned to them or shall Contractors scrap it?
 - a. Contractor is to scrap it.
- 30. How are fiber cables marked?
 - a. All fiber cables are to be marked with a copper or stainless steel tag. Required information for fiber cables is to include Cable ID and direction. For MSTs, the required information for the tail cables to include Cable ID and the house/business address assigned to the MST in the fiber management system.
- 31. Is Feeder fiber to be tested bi-directionally?
 - a. All fiber is to be tested bi-directionally and contractor is required to perform reel testing before use.
- 32. How many conduits are in runs? Feeder fiber is to be in its own 1.5" conduit (express conduit). It will bypass the drop vaults, only coming up for the large and regular sized vaults for splicing. Distribution and drop fiber is to be in a shared 1.5" conduit which comes up for every vault, including drop vaults. Areas where there are too many fiber cables to fit into a 1.5" conduit, there are at least 2-1.5" conduits in the run. Reference Q&A item #20.



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234
515 274-9611 (Local)
515 274-9622 (FAX)
newcom@newcomtech.com
newcomtech.com

March 21, 2017

TO HOLDERS OF PLANS AND SPECIFICATIONS

INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA
2017 FIBER TO THE HOME PROJECT

PROPOSALS RECEIVED: Until 2:00 P.M.
Thursday, April 13, 2017

Enclosed is one copy of Addendum No. 2 to the 2017 Fiber to the Home Project. Please
acknowledge receipt of Addendum No. 2 and return via e-mail, facsimile, or mail promptly.

NEWCOM TECHNOLOGIES, INC.

Bob Lyons

Acknowledged this _____ day of _____, 2017

Company

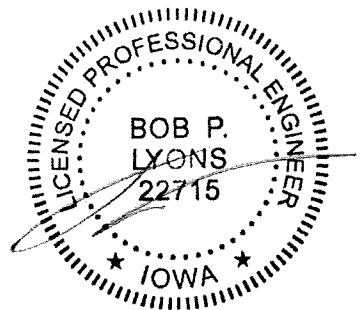
By _____

2017 IOWA FIBER TO THE HOME PROJECT
INDIANOLA MUNICIPAL UTILITIES
INDIANOLA, IOWA

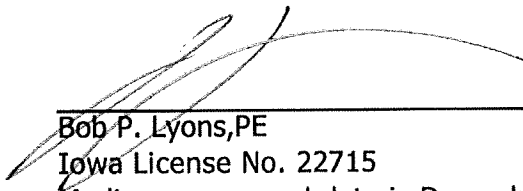
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signed:

Date:



3/21/2017
Exp: 12/2018


Bob P. Lyons, PE
Iowa License No. 22715
My license renewal date is December 31, 2018

3/21/2017

Detailed parts covered by this seal:

ALL

Prepared by
NewCom Technologies, Inc.
Des Moines,
Iowa

Changes/Updates

1. Q & A Document with Contractor



Addendum Number: 2

Subject: Questions for the FTTH build for IMU in Indianola, IA March 21, 2017

1. Will there only be new one fiber being place either it be new aerial or over lashed or are there areas or spans their maybe two or more?

A: The replacement feeder fiber will only be one cable.

2. Is there a count of how many new anchors, risers, down guys and guards that will need to be placed for this project?

A: 10 new anchors, 10 auxiliary eyes to attach to existing anchors, 20 down guys, 20 guards, and 31 risers

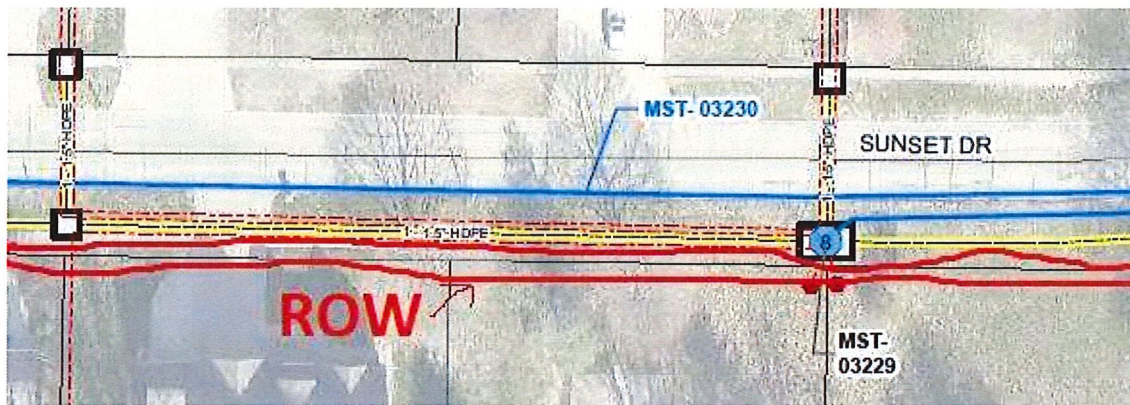
3. Are you able to tell us how many total feet that are needed in having one duct installed, or having two ducts and the same for if it needed three ducts.

A:

Construction Running line Footages	Category
286,473'	Total Construction All Duct Bank Sizes
198,978'	1 duct system
73,807'	2 duct system
13,585'	3 duct system
103'	4 duct system

4. Will ROW information be provided on the prints or will we need to go to the city for this information?

A: The ROW is from the edge of the street to the outside of the parcel line. See screen shot example below:



5. Do you have a standard size and shape for these brass tags?

A: **The tags will be provided by IMU (Materials Contract)**

6. Is there a list of IMU supplied consumables for the items they are providing? EXAMPLE main item, vault (HandHold) , IMU to provide/ ground rod, #6 wire for grounding, Ground rod clamp. Main Item Fiber case, IMU to provide??,? So on an, so on Thanks.

A: **This is what the bid list is for the Materials Contract, which is what IMU is providing:**

Item No.	Quantity	U/M	Mfg and Cat No. (Description) or General Product Description
1	19,460	Ft	Superior Essex/120122D01 (12 ct Fiber)
2	55,846	Ft	Superior Essex/120242D01 (24 ct Fiber)
3	288,890	Ft	Superior Essex/120482D01 (48 ct Fiber)
4	194,949	Ft	Superior Essex/120962D01 (96 ct Fiber)
5	198,414	Ft	Superior Essex/121442D01 (144 ct Fiber)
6	41,544	Ft	Superior Essex/122882D01 (288 ct Fiber)
7	9	Ea	Commscope/MST-02MH00-B0200U (MST 2 port 200' Tail)
8	7	Ea	Commscope/MST-02MH00-B0500U (MST 2 port 500' Tail)
9	6	Ea	Commscope/MST-02MH00-B0750U (MST 2 port 750' Tail)
10	1	Ea	Commscope/MST-02MH00-B1000U (MST 2 port 1,000' Tail)
11	4	Ea	Commscope/MST-02MH00-B1500U (MST 2 port 1,500' Tail)

12	17	Ea	Commscope/MST-04MH00-B0200U (MST 4 port 200' Tail)
13	43	Ea	Commscope/MST-04MH00-B0500U (MST 4 port 500' Tail)
14	11	Ea	Commscope/MST-04MH00-B0750U (MST 4 port 750' Tail)
15	7	Ea	Commscope/MST-04MH00-B1000U (MST 4 port 1,000' Tail)
16	1	Ea	Commscope/MST-04MH00-B1250U (MST 4 port 1,250' Tail)
17	1	Ea	Commscope/MST-04MH00-B1500U (MST 4 port 1,500' Tail)
18	20	Ea	Commscope/MST-06RH00-B0100U (4x3 MST 6 port 100' Tail)
19	13	Ea	Commscope/MST-06RH00-B0200U (4x3 MST 6 port 200' Tail)
20	71	Ea	Commscope/MST-06RH00-B0500U (4x3 MST 6 port 500' Tail)
21	35	Ea	Commscope/MST-06RH00-B0750U (4x3 MST 6 port 750' Tail)
22	13	Ea	Commscope/MST-06RH00-B1000U (4x3 MST 6 port 1,000' Tail)
23	4	Ea	Commscope/MST-06RH00-B1250U(4x3 MST 6 port 1,250' Tail)
24	26	Ea	Commscope/MST-08RH00-B0100U (4x3 MST 8 port 200' Tail)
25	20	Ea	Commscope/MST-08RH00-B0200U (4x3 MST 8 port 200' Tail)
26	93	Ea	Commscope/MST-08RH00-B0500U (4x3 MST 8 port 500' Tail)

27	36	Ea	Commscope/MST-08RH00-B0750U (4x3 MST 8 port 750' Tail)
28	6	Ea	Commscope/MST-08RH00-B1000U (4x3 MST 8 port 1,000' Tail)
29	2	Ea	Commscope/MST-08RH00-B1250U (4x3 MST 8 port 1,250' Tail)
30	1	Ea	Commscope/MST-08RH00-B1500U (4x3 MST 8 port 1,500' Tail)
31	13	Ea	Commscope/MST-12RH00-B0100U (4x3 MST 12 port 100' Tail)
32	11	Ea	Commscope/MST-12RH00-B0200U (4x3 MST 12 port 200' Tail)
33	60	Ea	Commscope/MST-12RH00-B0500U (4x3 MST 12 port 500' Tail)
34	30	Ea	Commscope/MST-12RH00-B0750U (4x3 MST 12 port 750' Tail)
35	4	Ea	Commscope/MST-12RH00-B1000U (4x3 MST 12 port 1,000' Tail)
36	1	Ea	Commscope/MST-12RH00-B1250U (4x3 MST 12 port 1250' Tail)
37	706	Ea	24"x36"x24" Polycarbonate Tier 15 Cover Hand Hole
38	19	Ea	30"x48"x36" Polycarbonate Tier 15 2 Piece Cover Vault
39	1823	Ea	13"x24"x12" Polycarbonate Tier 15 Cover Hand Hole
40	725	Ea	5/8" x 8' Copper Ground Rod
41	725	Ea	1/2" – 5/8" Copper Ground Rod Clamp
42	3500	Ea	1.5" Round Copper Blank Tags
43	210	Ea	B Size Fiber Splice Closure
44	4	Ea	C Size Fiber Splice Closure

45	16	Ea	D Size Fiber Splice Closure
46	338	Ea	B Size Fiber Splice Closure 24 ct Splice Tray
47	2	Ea	C Size Fiber Splice Closure 24 ct Splice Tray
48	1	Ea	D Size Fiber Splice Closure 72 ct Splice Tray
49	17	Ea	288 act SC/APC port ct Fiber Distribution Cabinet with 4" riser, 50 ft OSP fiber feeder pigtail to be spliced in vault below
50	2	Ea	144 act SC/APC port ct Fiber Distribution Cabinet with 4" riser, 50 ft OSP fiber feeder pigtail to be spliced in vault below
51	35	Ea	1x32 Splitter for Fiber Distribution Cabinet
52	Min. 7, more as needed	Ea	Patch panel with splitters for Existing Cabinet Upgrade
53	16,490	Ft	Green #12 THHN Solid Copper Conductor Tracer Wire
54	578	Ea	CommScope/ FHDHP1D0200F (200 ft tonable drop cable with hardened connector
55	604	Ea	CommScope/ FHDHP1D0300F (300 ft tonable drop cable with hardened connector
56	318	Ea	CommScope/ FHDHP1D0400F (400 ft tonable drop cable with hardened connector
57	112	Ea	CommScope/ FHDHP1D0500F (500 ft tonable drop cable with hardened connector
58	32	Ea	CommScope/ FHDHP1D0750F (750 ft tonable drop cable with hardened connector

59	5	Ea	CommScope/ FHDHP1D1000F (1,000 ft tonable drop cable with hardened connector
60	1649	Ea	Clearfield/ TAP-BBD-1Z-ZZZ (Patch and Splice Demark box for drop cable with Duplex SC/APC Connector)

The Following are for the PoP Patch Panel Configurations for 3-288 ct, 1-144 ct, and 1-48 ct Fiber

61	40	Ea	812046200SPE/ Pigtail 12 ct SM SC/UPC to Blunt I/O 200 ft with Pull for PoP Connection
62	3	Ea	High Density Rack Mount FDU 8RU in height with split top design and slide out master panel tray
63	1	Ea	High Density Rack Mount FDU 4RU in height with split top design and slide out master panel tray
64	1	Ea	Enclosure Fiber Rack Mount
65	2	Ea	Panel Blank
66	80	Ea	Panel SC 6 Duplex Single Mode Adapter

7. Is there a list of Contractor supplied consumables besides the aerial hardware?

A: Contractor is to provide Conduit (Duct), Tracer Wire (Not Ground Wire), and Muletape. The other items are as mentioned in the question: strand, pole hardware, anchors, bonds, riser guard, and all other consumables required to install aerial fiber.

8. In the areas that we are pulling threw existing IMU duct. (1) what is the size of this existing pipe, (1B) Is there mule rope already in it or will we have to rod an rope new in, (1C) Do you want an additional mule rope placed when we pull the new fiber in?

A: 1.25" is the existing conduit size. It has been IMU's practice to have a muletape in any duct. Contractor is to replace existing mule tape if the existing tape is used to pull new cable into existing duct.

9. Who many different size splice cases will there be?

A: There are 3 sizes. Please see the IMU material list in response to #6.



Addendum Number: 3

Subject: Questions for the FTTH build for IMU in Indianola, IA

April 3, 2017

1. What would be the total footage of existing U/G will we be pulling new fiber in?
A: 16,896 ft
2. Will we be required to provide bore logs for all this boring?
A: No
3. Please verify. In sheet 3 of the details, detail #15 its call for a min 30" depth. In sheet 4 detail #16 it is call for a min depth of 42" are we to be a min 30" or 42"?
A: 30"
4. Are the MST not being mounted inside the handholes? They are to be laid on top of any and all MST and fiber coils? Just a thought for the IMU and Newcom to consider for better protection of the MST head. The MST's do come with a mounting sleeve that could be mounted to the side of the HH's just a thought to consider. This way it keeps the MST head out of any potential water that may fill the HH's. and this will make the handling of the fragile MST head less frequent. We have built other similar systems this way.

A: The existing MSTs are laid on top of coiled cables and IMU has not had issues. However, IMU is open to mounting. Typical mounting methods are in the Technical Specifications Section 33 82 23. If a Contractor has a mounting method that is cost competitive and the MSTs can be easily removed, IMU would consider it.
5. Are there any material specification requirements for risers? For example, is U-Guard to be used instead of 2 in PVC? Is there a riser bracket spec requirement for PVC?

A: U-Guard, on sheet 2 of 4, detail 8
6. Is there a breakdown number or riser transition points that transitions multiple ducts?

A: There are 11 locations with multiple duct risers

Meeting Date: 08/28/2017

Information

Subject

2017 Norwalk to Indianola Fiber Optic Link Project (Construction)

Information

The project includes:

NORWALK TO INDIANOLA FIBER OPTIC LINK Construct an optical fiber link spliced into existing fibers in Norwalk on the north end and spliced into new fibers in Indianola (provided by others) on the south end. The bid includes all labor, materials (Conduit and Fittings, Tracer Wire, and Muletape. Everything else furnished by IMU) and equipment necessary for approximately 11 miles of new build. The new build consists of 28% of directional boring and 72% of plowing. Anticipated completion will be December 31, 2017.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

9.B.1.

Meeting Date: 08/28/2017

Information

Subject

Public hearing on the matter of adoption of plans, specs, form of contract and estimate of costs

Information

The first order of business is to hold the public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost. The Chair will open the public hearing for comments, then close the hearing.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

9.B.2.

Meeting Date: 08/28/2017

Information

Subject

Resolution adopting plans, specs, form of contract and estimate of costs

Information

The second item to consider is the resolution (packet) adopting the plans, specs, form of contract and estimate of costs.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Trustee Clerk reported that no written objections had been filed.

Board Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: NAYS: None. Whereupon the Chair declared the following resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 8th day of August, 2017, plans, specifications, form of contract and estimate of cost were filed with the City Clerk for the Indianola Municipal Utilities, for certain public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) for Indianola Municipal Utilities, Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 28th day of August, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk

IMU Regular Downstairs**9.B.3.****Meeting Date:** 08/28/2017

Information**Subject**

Resolution awarding contract

Information

The final item to consider is the resolution awarding the contract for the construction of the 2017 Norwalk to Indianola Fiber Optic Link Project. The following bids were received on August 22, 2017:

Company	Bid
Michels Power Neenah, WI	\$505,081.15
C.D.G. Underground Utility Contractors Davenport, Ia	\$306,321.75
Telcom Construction, Inc. Clearwater, MN	\$237,865.46
MP Nexlevel LLC Maple Lake, MN	\$254,271.35
TD&I Cable Maintenance, Inc. Lakeland, MN	\$254,651.36
Dig America, Inc. St. Cloud, MN	\$284,416.60
Excel Utility Contractors Des Moines, Ia	\$300,164.75
Communications Technologies Des Moines, Ia	\$374,168.00
Communications Innovations Pleasant Hill, Ia	\$299,820.89

Bob Lyons, NewCom Technologies, and staff are recommending (packet) the low bid of \$237,865.46 from Telcom Construction.

Roll call is in order.

Fiscal Impact**Attachments**

Resolution

Letter of Recommendation

The Chair then announced that the City Clerk and the Director of Finance had opened and tabulated the bids for the public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the Director of Finance.

Company and Address	Bid
Michels Power Neenah, WI	\$505,081.15
C.D.G. Underground Utility Contractors Davenport, Ia	\$306,321.75
Telcom Construction, Inc. Clearwater, MN	\$237,865.46
MP Nexlevel LLC Maple Lake, MN	\$254,271.35
TD&I Cable Maintenance, Inc. Lakeland, MN	\$254,651.36
Dig America, Inc. St. Cloud, MN	\$284,416.60
Excel Utility Contractors Des Moines, Ia	\$300,164.75
Communications Technologies Des Moines, Ia	\$374,168.00
Communications Innovations Pleasant Hill, Ia	\$299,820.89

Board member _____ moved and _____ seconded to acknowledging bids received and designated _____ as the apparent low bidder in an amount of \$_____. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

It was moved by _____ and seconded by _____ to award the contract for the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction) to _____ in an amount of \$_____. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1. The bid of _____ in the amount of \$_____ for the 2017 Norwalk to Indianola Fiber Optic Link Project (Construction), for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 28th day of August, 2017, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The IMU Director of Telecommunications and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the Board of Trustees until approved by the Board.

PASSED AND APPROVED this 28th day of August, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234 • 515 274-9611 (Local)
515 274-9622 (FAX) • newcom@newcomtech.com

August 24, 2017

Kurt Ripperger
Communications Superintendant
Indianola Municipal Utilities
110 N 1st St.
Indianola, IA 50125
kripperger@indianolaiowa.gov

Dear Kurt,

Sealed bids for the construction work on the 2017 Norwalk to Indianola Fiber Optic Link Project were received and opened at 2:00 PM on August 22, 2017. This project is to connect Indianola's fiber network to outside services for data and video.

The construction contract includes the installation of approximately 11 miles of optical fiber cable, 72% of which is plowing, 28% directional boring.

Bids were received from nine Contractors. A summary of the bids is included below. The estimated cost of the work and the low bid submitted by Telcom Construction is shown in the following table. The original Engineer's estimate included labor only. In addition to labor, the Contractor will be providing duct, mulletape, and tracer wire, hence why the Engineer's estimate appears to be low relative to the bids. In the table located on the next page, the Engineer's estimate is actually

Engineer's Estimate	\$ 182,120.00
Telcom Construction	\$ 237,865.46
MP Next Level	\$ 254,651.36
TD&I Cable	\$ 254,651.36
Dig America	\$ 284,416.60
Excel Utility Contractors	\$ 300,164.75
CDB Utility	\$ 306,321.75
Communication Innovators	\$ 314,065.89
Communication Technologies	\$ 374,168.80
Michels Corporation	\$ 505,081.15
Percent of Estimate	130.61%

NewCom checked 3 of the 4 references for Telcom Construction. The references stated they performed well and would re-hire them. Telcom Construction's proposal meets the requirements and they understand the full scope of work.

Based on the above paragraph, their bid, and proposal, NewCom Technologies, Inc. is in agreement with IMU that Telcom Construction should be chosen, subject to approval of financing.

NewCom goes the extra mile!

By adding the duct, tape, and locate wire below to the labor total of \$182,120.00, it comes to \$219,497.24, much closer to the winning bid, and the percent of estimate is reduced to 108.37%.

Original Engineer's Estimate

	Footage	Mileage	Materials	Labor	Cost per mile
Plow	39,200	7.42	\$ 61,152	\$ 92,120	\$ 20,645
Bore	10,000	1.89	\$ 13,600	\$ 90,000	\$ 47,520
Totals	49,200	9.32	\$ 74,752	\$ 182,120	\$ 27,567

Labor	\$ 2.10	Underground plow with duct install
Labor	\$ 9.00	Underground DB with duct install
Material	\$ 0.06	Tape and locate wire (total of 3158.64 w/tax)
Material	\$ 0.26	Handhole Mat Cost Per foot
Labor	\$ 0.25	Handhole Installed per foot
Material	\$ 0.65	Duct (total of \$34,218.60 w/tax)
Material	\$ 0.65	Cable 72 CT

Respectfully,



Bob Lyons, PE

cc: Chris Longer, Mike Metcalf, Jim Petro

IMU Regular Downstairs

9.C.

Meeting Date: 08/28/2017

Information

Subject

2017 Norwalk to Indianola Fiber Optic Link Project (materials)

Information

The materials for this project include: fiber optic cable, handholes, faults, splice enclosures, ground rods and connectors, warning tap and markers.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 08/28/2017

Information

Subject

Public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost

Information

The first order of business is to hold the public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost. The Chair will open the public hearing for comments, then close the hearing.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

9.C.2.

Meeting Date: 08/28/2017

Information

Subject

Resolution adopting plans, specs, form of contract and estimate of costs

Information

The second item to consider is the resolution (packet) adopting the plans, specs, form of contract and estimate of costs.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the Trustee Clerk reported that no written objections had been filed.

Board Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: NAYS: None. Whereupon the Chair declared the following resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 8th day of August, 2017, plans, specifications, form of contract and estimate of cost were filed with the City Clerk for the Indianola Municipal Utilities, for certain public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) for Indianola Municipal Utilities, Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 28th day of August, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk

IMU Regular Downstairs

9.C.3.

Meeting Date: 08/28/2017

Information

Subject

Resolution awarding contract

Information

The final item to consider is the resolution awarding the material contract for the 2017 Norwalk to Indianola Fiber Optic Link Project. The following bid was received on August 22, 2017:

Power & Tel Supply Company, Memphis, TN - \$45,986.21

Bob Lyons, NewCom Technologies, and staff are recommending the bid from Power & Tel in an amount of \$45,986.21.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Quote Spreadsheet

Letter of Recommendation

Bid

The Chair then announced that the City Clerk and the Director of Finance had opened and tabulated the bids for the public improvements described in general as the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the Director of Finance.

Company and Address	Bid
Power & Tel Supply Co. Memphis, TN	\$45,986.21

Board member _____ moved and _____ seconded to acknowledging bids received and designated _____ as the apparent low bidder in an amount of \$_____. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

It was moved by _____ and seconded by _____ to award the contract for the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement) to _____ in an amount of \$_____. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Board Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Board Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE INDIANOLA MUNICIPAL UTILITIES:

Section 1. The bid of _____ in the amount of \$_____ for the 2017 Norwalk to Indianola Fiber Optic Link Project (Material Procurement), for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 28th day of August, 2017, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The IMU Director of Telecommunications and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the Board of Trustees until approved by the Board.

PASSED AND APPROVED this 28th day of August, 2017.

ADAM VOIGTS, Chair

ATTEST:

DIANA BOWLIN, City Clerk

Item No.	Quantity	U/M	Mfg& Cat No. (Description)	Unit Bid Price including tax and freight	
1	17,531	Ft	120722D01 (72 CT ARMORED FIBER)	\$ 0.56389	\$ 9,885.56
2	20,827	Ft	120722D01 (72 CT ARMORED FIBER)	\$ 0.56389	\$ 11,744.14
3	20,599	Ft	120722D01 (72 CT ARMORED FIBER)	\$ 0.56389	\$ 11,615.57
4	25	Ea	PC243624-T15 (HANDHOLE W/EMS MARKER)	\$ 365.19	\$ 9,129.75
5	25	Ea	TVTI72OB-EM9125-OR TESTATION W/DECALS	\$ 43.87	\$ 1,096.75
6	88	Ea	TVF72-OB FIBER MARKER W/DECALS	\$ 20.17	\$ 1,774.96
7	3	Ea	058514-000 FOSC450B66NT0B3V CLOSURE	\$ 205.22	\$ 615.66
8	9	Ea	863927-000 FOSCACCBTRAY24 TRAYS	\$ 13.76	\$ 123.84
				TOTAL	\$ 45,986.22



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234 • 515 274-9611 (Local)
515 274-9622 (FAX) • newcom@newcomtech.com

August 23, 2017

Kurt Ripperger
Construction Superintendant
Indianola Municipal Utilities
110 N 1st St.
Indianola, IA 50125
kripperger@indianolaiowa.gov

Dear Kurt,

Sealed bids for the materials purchase as well as the Contractor on the 2017 Norwalk to Indianola Fiber Optic Link Project were received and opened at 2:00 PM on August 22, 2017. This project is to connect Indianola's fiber network to outside services for data and video.

The construction contract includes the installation of approximately 11 miles of optical fiber cable, 72% of which is plowing, 28% directional boring.

Bids for materials were received from one vendor. The amount recommended for purchase from the vendor is shown in the table below. The original Engineer's estimate* included all materials, including the duct, muletape, and tracer wire, which will be provided by the contractor.

Vendor	Award
Power & Tel	\$ 45,986.22
Total Material Awards	\$ 45,986.22
Engineer's Estimate*	\$ 74,752.00
Percentage	61.52%

2017 Norwalk to Indianola Fiber Optic Link Materials Bid Results

Bidder:	Award Amt	Line Items Awarded	Percentage \$	Percentage Item Qty
Power & Tel	\$ 45,986.22	6	100.00%	100%
Total Award	\$ 45,986.22	6	100.00%	100%

Respectfully,

Bob Lyons, PE

cc: Chris Longer, Mike Metcalf, Jim Petro

NewCom goes the extra mile!



OFFICE OF CITY CLERK
AUG 22 2017
INDIANOLA, IOWA

2673 Yale Ave. | Memphis, TN 38112
Office: 901.866.3300
Fax: 901.320.3085
pfsupply.com

August 18, 2017

Indianola Municipal Utilities
111 South Buxton
P.O. Box 356
Indianola, IA 50125

To whom it may concern:

Enclosed please find Power & Telephone Supply Company's completed bid documents (the "P&T Bid") for the project identified as 2017 NORWALK TO INDIANOLA FIBER OPTIC LINK PROJECT.

As follows, this letter shall also serve as a modification to the P&T Bid, as allowed in Section 12.1 of the Instructions to Bidders.

Sections 9.2 – 9.4 of the Contract Conditions state as follows:

9.2 Seller warrants and guarantees to Buyer that all Goods will conform with the Contract Documents, including any Samples approved by Engineer, and the Goods will be of merchantable quality. Engineer shall be entitled to rely on representation of Seller's warranty and guarantee.

9.3 Minimum warranty shall be one year from the date the Goods are delivered, unless defined otherwise in the individual equipment specification pages.

9.4 Seller's warranty and guarantee hereunder excludes defects or damage caused by abuse, improper modification or improper maintenance or operation by persons other than Seller, or normal wear and tear under normal usage.

Seller is a distributor, not a manufacturer, and is unable to provide its own warranty on the Goods. Seller proposes that Sections 9.2 – 9.4 be amended as follows:

9.2 Seller warrants and guarantees to Buyer that all Goods will conform with the Contract Documents, including any Samples approved by Engineer, and the Goods will be of merchantable quality. Engineer shall be entitled to rely on representation of Seller's warranty and guarantee.

9.3 Seller is a distributor, not a manufacturer, and will assist with product claims. However, Seller expressly disclaims any liability associated with warranty, infringement, or other product claims, but will pass through any warranties and rights of use from the applicable original equipment manufacturer. There is no warranty of any kind on Goods provided by Seller, except for any manufacturers' warranty. Seller hereby expressly disclaims all warranties, either express or implied, including all express or implied warranties of merchantability or fitness for a particular purpose. THIS DISCLAIMER BY THE SELLER IN NO WAY AFFECTS THE TERMS OF ANY MANUFACTURER'S WARRANTY.

9.4 Subject to section 9.3, Seller's warranty and guarantee hereunder excludes defects or damage caused by abuse, improper modification or improper maintenance or operation by persons other than Seller, or normal wear and tear under normal usage



2673 Yale Ave. | Memphis, TN 38112
Office: 901.866.3300
Fax: 901.320.3085
ptsupply.com

Included with the P&T Bid are Power & Telephone Supply Company's standard Terms and Conditions. To the extent the Contract Conditions are silent on any terms contained in those Terms and Conditions, Power & Telephone Supply Company's standard Terms and Conditions shall apply.

Very truly yours,

A handwritten signature in blue ink that reads 'Jackie A. Thomas'. The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Jackie A. Thomas, CFO

INDIANOLA MUNICIPAL UTILITIES
2017 Norwalk to Indianola Fiber Optic Link Project
Material Procurement – Fiber Optic Cable and Infrastructure
Section 00300 - BID PROPOSAL FORM

PROJECT IDENTIFICATION

This Contract covers the procurement of fiber optic cables and infrastructure for the Indianola Municipal Utilities 2017 Norwalk to Indianola Fiber Optic Link Project.

THIS BID IS SUBMITTED TO (Buyer):

Indianola Municipal Utilities
111 South Buxton
P.O. Box 356
Indianola, IA 50125

THIS BID IS SUBMITTED BY (Bidder):

Power & Telephone Supply

1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to accept Buyer's Purchase Order to furnish all Goods as specified or indicated in the Purchase Order for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions in the Bidding Documents.

2.01 Bidder accepts all terms and conditions of the Contract Conditions, the Notice of Letting and Public Hearing, and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. The Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Buyer.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
<u>1</u>	<u>8-11-17</u>
<u> </u>	<u> </u>

- B. Bidder declares that he has examined to his own satisfaction the Drawings, Specifications, and other Bidding Documents, the character, quality and quantity of materials to be supplied, and other matters which can affect the work under this contract; and that this proposal is made with full knowledge of the intent and purpose of the same. He/she further declares that in respect to these matters he/she is not relying upon any representation made to him by any officer, agent, or employee of the Buyer, or by any other person on behalf of Buyer, but that he relies solely upon his/her own investigation.

INDIANOLA MUNICIPAL UTILITIES
2017 Norwalk to Indianola Fiber Optic Link Project
Material Procurement – Fiber Optic Cable and Infrastructure
Section 00300 - BID PROPOSAL FORM

C. The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final. It is proposed to furnish Goods at the prices set out for each item.

5.01 Attached is a Bid Security in the amount of at least 5% of the maximum amount of the bid. In case of default or failure on the part of the undersigned to accept a purchase order for the goods, it is hereby agreed that the accompanying Bid Security may be cashed and deposited with the Buyer, and it is further agreed that in that case the Sum of

N/A Dollars (\$) which is the amount of the Bid Security accompanying this proposal, is the fair measure of the amount of the damages that Indianola Municipal Utilities will sustain in case the undersigned shall fail or refuse to accept a Purchase Order if said Contract is awarded to him.

6.01 The terms used in this Bid with initial capital letters have the meanings indicated in the Instructions to Bidders, and the Contract Conditions.

7.01 Bid prices for each item shall include sales tax, shipping & handling, and freight. Bid prices are shown in the following table for Bid being submitted by. Bids shall be also submitted electronically in a Microsoft Excel file to blyons@newcomtech.com.

Power & Telephone Supply Co. (Bidder)

Item No.	Quantity	U/M	Mfg and Cat No. (Description) or General Product Description	Unit Bid Price	Total Item Bid Price
1	17,531	Ft	Superior Essex/120722D01 (72 ct Armored Fiber)		
2	20,827	Ft	Superior Essex/120722D01 (72 ct Armored Fiber)		
3	20,599	Ft	Superior Essex/120722D01 (72 ct Armored Fiber)		
4	25	Ea	24"x36"x24" Polycarbonate Tier 15 Cover Hand Hole/Old Castle PC243624STB		
5	25	Ea	Fiber Marker Posts with Test Stations/Repnet TVT1720B-EM9125-OR		
6	88	Ea	Fiber Marker Posts/Repnet TVF72-0B		
7	3	Ea	B Sized Fiber Splice Enclosure/ Commscope FOSC450B66NT0B3V		
8	9	Ea	B Sized Fiber Splice Enclosure trays/Commscope FOSACCBBTRAY24		

See attached schedule and quote

All materials shall be in accordance with the Specifications in Sections 27 05 43, 33 81 29, 33 82 23, and 33 82 23.13.

INDIANOLA MUNICIPAL UTILITIES
2017 Norwalk to Indianola Fiber Optic Link Project
Material Procurement – Fiber Optic Cable and Infrastructure
Section 00300 - BID PROPOSAL FORM

Bid Submitted on August 18, 2017

Firm Name Power & Telephone Supply Co.

Type of Firm corporation
(corporation, partnership, individual, or joint venture)

By Jackie A. Thomas
(typed or printed)

Jackie A Thomas
(individual's signature)

Title Chief Financial Officer

Business address 2673 Yale Ave.

Memphis, TN 38112

Phone No. (901) 866-3206

FAX No. (901) 320-3485

Email Address jackie.thomas@ptsupply.com

Item No.	Quantity	U/M	Mfg and Cat No. (Description) or General Product Description	Unit Bid Price	Total Item Bid Price
1	58,957	Ft	Superior Essex/120722D01 (72 ct Armored Fiber)*	0.527	31070.34
2	25	Ea	24"x36"x24" Polycarbonate Tier 15 Cover Hand Hole/Old Castle PC243624STB	341.3	8532.50
3	25	Ft	Fiber Marker Posts with Test Stations/Repnet TVT1720B-EM9125-OR	41	1025.00
4	88	Ea	Fiber Marker Posts/Repnet TVF72-0B	18.85	1658.80
5	3	Ea	B Sized Fiber Splice Enclosure with trays/ Commscope FOSC450B66NT0B3V	191.79	575.37
6	9	Ea	B Sized Fiber Splice Enclosure trays/Commscope FOSCACCBTRAY24	12.86	115.74
* Designed as coming off 3 separate reels					
TAX					3008.46
TOTAL					45986.21



Power & Telephone
2673 Yale Ave.
Memphis, TN 38112

QUOTE

UPC Vndr	Ack Date	Order #
000001	08/16/17	6280576-00
PO #		Page #
NORWALK/INDIANOLA		1

Ship To: INDIANOLA MUNICIPAL UTILITIES
ATTN: MIKE METCALF
110 SOUTH B ST.
INDIANOLA, IA 50125

Contact: Diane Kangas
(901)866-3207
diane.kangas@ptsupply.com

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

		Currency	USD
Reference		Sales Rep In	DEK
Instructions		Terms	
		Net 30 Days	
Ship Point		Via	Ship Date
Power & Telephone Supply Co.		WHS ROUTING	
Requested Ship Date	08/16/17	Freight In / Out	N/N

Ln #	Product and Description	Quantity Ordered	Qty U/M	Unit Price	Price U/M	Net Amount
1	120722D01 FIBER 72 LT DCM SJ SA GEL FREE ZWP SM	17,531	FT	0.52700	FT	9,238.84
2	120722D01 FIBER 72 LT DCM SJ SA GEL FREE ZWP SM	20,827	FT	0.52700	FT	10,975.83
3	120722D01 FIBER 72 LT DCM SJ SA GEL FREE ZWP SM (8-10 WEEK LEAD TIME ON THE FIBER)	20,599	FT	0.52700	FT	10,855.67
4	SPECIAL.OLDCASTLE OLDCASTLE ENCLOSURE ITEM 24361643 24X36X24-T15 W/EMS MARKER WITH "IMU" ON LID	25	EA	341.30	EA	8,532.50
5	TVTI720BEM91250R TESTSTATION 72" TRIVIEW ORG W/ISOLATION LEVER EACH TESTSTATION WILL HAVE 3 CUSTOM IMU LABELS APPLIED	25	EA	41.00	EA	1,025.00
6	TVF720B MARKER 72" TRIVIEW ORANGE WITH BLACK CAP EACH MARKER WILL HAVE 3 CUSTOM IMU LABELS APPLIED LEAD TIME ON THE TESTSTAIONS AND MARKERS IS 3 WEEKS	88	EA	18.85	EA	1,658.80
8	058514000 FIBER CLOSURE FOSC450B66NT0B3V (IN STOCK)	3	EA	191.79	EA	575.37
9	863927000 TRAY FOSACCBBTRAY24 (IN STOCK)	9	EA	12.86	EA	115.74
8	Lines Total	Qty Shipped Total	59,107			Total 42,977.75 Taxes 3,008.46 Invoice Total 45,986.21

Customer Copy

Page 1 of 1

Buyer is responsible for evaluating and ordering product for intended use. Custom product is non-cancellable and non-returnable. Other products may not be returnable. Return policy for your order may be verified by your account manager. Buyer has fifteen (15) days from receipt to notify Seller of error, defect or damage. Otherwise, shipment is deemed acceptable. Payment Terms are stated on order. Exceptions must be mutually agreed to in writing in advance of order acceptance by Seller. Power & Tel issued RMAs are valid for 30 days from date of issue. Full Terms are available at www.ptsupply.com/terms-and-conditions.

Meeting Date: 08/28/2017

Information

Subject

Consider change order #2 in an amount of \$79,881.40 for the 2017 Fiber to the Home Project Material Procurement

Information

In your packet is change order #2 for the Fiber to the Home Project Material Procurement Project. The change order corrects some mathematical errors (did not include sales tax on the material procurement) for Wesco, Terry Durin and Irby for a total amount of \$79,881.40. NewCom Engineering will be attending the meeting to answer any questions. The revised contract amount is \$1,150,766.42.

Simple motion is in order.

Fiscal Impact

Attachments

Change Order



NewCom Technologies, Inc.
6000 Grand Avenue
Des Moines, Iowa 50312
800-626-6234
515 274-9611 (Local)
515 274-9622 (FAX)
newcom@newcomtech.com
newcomtech.com

August 22, 2017

Change Order #2

Mike Metcalf and Kurt Ripperger
Electrical Superintendent and Communications Superintendent
Indianola Municipal Utilities
110 N 1st St.
Indianola, IA 50125
mmetcalf@indianolaiowa.gov
kripperger@indianolaiowa.gov

Dear Mike and Kurt,

The material bids from Wesco, Terry Durin, and Irby did not include sales tax. Also, due to the fiber optic cable quantity decrease, the pricing from Irby slightly increased. The small change in pricing did not get recorded onto the materials bid tab. Power & Tel had included taxes in their bid, but it was also missed on the materials bid tab. The additional proposed amount is \$79,881.40.

Vendor	8/10 Award	8/18 Revised Award
Power & Tel	\$739,355.15	\$791,110.01
Graybar	\$ 0	\$ 0
Wesco	\$ 2,399.65	\$ 2,567.63
Resco	\$ 686.56	\$686.56
Terry Durrin	\$ 156,640.00	\$167,604.80
Irby	\$ 171,803.66	\$188,797.42
Total Material Awards	\$ 1,070,885.02	\$1,150,766.42
Engineer's Estimate	\$ 1,094,978.00	\$1,094,978.00
Additional proposed amount		\$ 79,881.40
Percentage	97.80%	105.09%

Respectfully,

Bob Lyons, PE
Cc: Chris Longer, Mike Metcalf, Jim Petro

8/18/17 IMU FTTH Revised Materials

Bidder:	Award Amt	Line Items Awarded	Percentage \$	Percentage Item Qty
Power & Tel	\$ 791,110.01	54	68.75%	85%
Wesco	\$ 2,567.63	2	0.22%	3%
Resco	\$ 686.56	1	0.06%	2%
Irby	\$ 188,797.42	6	16.41%	9%
Graybar	0	0	0.00%	0
Terry Durin	\$ 167,604.80	2	14.51%	2%
Total Award	\$ 1,150,766.42	65	100.00%	100%

8/10/17 IMU FTTH Materials

Bidder:	Award Amt	Line Items Awarded	Percentage \$	Percentage Item Qty
Power & Tel	\$ 739,355.15	55	69.04%	85%
Wesco	\$ 2,399.65	2	0.22%	3%
Resco	\$ 686.56	1	0.06%	2%
Irby	\$ 171,803.66	6	16.05%	9%
Graybar		0	0.00%	0
Terry Durin	\$ 156,640.00	1	14.64%	2%
Total Award	\$ 1,070,885.02	65	100.00%	100%

Meeting Date: 08/28/2017

Information

Subject

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

Information

Roll call is in order to go into closed session in accordance with Iowa Code Section 21.5(1)(j).

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs

12.B.

Meeting Date: 08/28/2017

Information

Subject

Enter into closed session to discuss labor negotiations pursuant to Iowa Code Section 20.17(3)

Information

Fiscal Impact

Attachments

No file(s) attached.
