



**IMU Board of Trustees of the
Electric, Water and Communications Utilities
November 13, 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 November 6, 2017
 - B. Minutes from October 23, 2017
 - C. Quarterly Write Offs to State Offset Program
5. Electric Utility Action Items
 - A. Consider member resolution for Municipal Energy Agency of Nebraska and Nebraska Municipal Energy Agency Appointments
6. Electric Utility Informational Items
7. Water Utility Informational Items
8. Communications Utility Action Items
 - A. Resolution approving the contract and bond with Murphy Tower Service, LLC in an amount of \$115,350 for the 2017 Telecommunications Hut
 - B. Consider approval of the Consortia Consulting Agreement

- C. Consider approval to hire Martin/Gardner Architects for design of Telecommunication Buildings

9. Communications Utility Informational Items

- A. Receive report from Smart Source Consulting - Curtis Dean

10. Combined Electric, Water and Communications Utilities Action Items

- A. Consider cancelling the December 25, 2017 Trustee Meeting or scheduling it for another date

11. Combined Electric, Water and Communications Utilities Informational Items

12. Other Business

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

13. Adjourn

IMU Regular Downstairs

4.A.

Meeting Date: 11/13/2017

Information

Subject

Claims list for November 6, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
ABL LABORATORIES	600-8110-62300	BACKFLOW RE-CERTIFICATION - GREG, ROD, BRIAN	10/06/2017	405.00
ACCO UNLIMITED CORP.	600-8110-65010	LIQUID CHLORINE	10/12/2017	1,323.88
AUTOMATIC SYSTEMS CO.	600-8120-63410	REPAIRS - WELL #12	10/16/2017	470.00
CDW GOVERNMENT INC	600-8120-63410	2ND WATER LAPTOP	10/24/2017	1,849.87
CORE & MAIN	600-8150-63453	GASKETS	10/20/2017	60.00
CR SERVICES	600-8110-65500	SAFETY GLASSES	10/24/2017	32.73
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-8	09/30/2017	5.91
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-8	09/30/2017	2.80
DES MOINES REGISTER MEDIA	600-8190-64020	RES UTILITIES	09/30/2017	8.98
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-8	09/30/2017	56.50
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-8	09/30/2017	5.91
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-9	09/30/2017	35.35
DES MOINES REGISTER MEDIA	600-8190-64020	LIHEAP AD	09/27/2017	33.00
IMWCA	600-8180-61599	INSTALLMENT #5	10/27/2017	730.17
IMWCA	600-8180-61599	AUDIT PREMIUM ADJ	10/12/2017	48.10
IOWA ASSOC OF MUN UTILITIE	600-8192-64990	SAFETY CONSULTING - SEPTEMBER 2017	09/30/2017	122.74
IOWA ONE CALL	600-8110-64990	WA-LOCATING NOTIFICATION/526 TICKETS	10/13/2017	473.40
JMK LAWN CARE	600-8110-64990	SEPTEMBER MOWING CONTRACT - WATER	10/04/2017	430.00
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - SEPT (WELL KWH & TRANS)	10/10/2017	1,460.90
NORWALK READY-MIXED CON	600-8150-63453	9TH & EUCLID	10/18/2017	1,875.75
NORWALK READY-MIXED CON	600-8150-63453	1005 E SALEM	10/19/2017	642.00
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	10/27/2017	15.84
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	10/12/2017	175.59
UNITYPOINT HEALTH - DES MO	600-8190-64990	HEARING TESTS, AUGUST 2017	08/07/2017	110.66
UNUM LIFE INSURANCE CO OF	600-8180-61550	LIFE, AD&D AND LTD INSURANCE	10/12/2017	118.35
WARREN COUNTY ENGINEER	600-8160-65050	FUEL DISTRIBUTION	10/06/2017	556.93
Total WATER OPERATING FUND:				11,050.36
IMU ADMINISTRATION FUND				
IMWCA	620-8090-61599	INSTALLMENT #5	10/27/2017	79.57
IMWCA	620-8080-61599	INSTALLMENT #5	10/27/2017	120.01
IMWCA	620-8080-61599	AUDIT PREMIUM ADJ	10/12/2017	48.09
IMWCA	620-8090-61599	AUDIT PREMIUM ADJ	10/12/2017	48.09
IOWA ASSOC OF MUN UTILITIE	620-8090-64990	GENERAL MANAGER RECRUITMENT	10/23/2017	18,000.00
RECORD-HERALD AD CONTRA	620-8090-64020	2017 COMMUNITY GUIDE	09/30/2017	302.00
UNUM LIFE INSURANCE CO OF	620-8090-61550	LIFE, AD&D AND LTD INSURANCE	10/12/2017	80.88
Total IMU ADMINISTRATION FUND:				18,678.64
ELECTRIC OPERATING FUND				
BOB'S CUSTOM TROPHIES	630-8290-65990	NAME PLATE - GAFFIGAN	10/23/2017	10.50
BURKHAMMER, CONNIE	630-8290-66990	TO REIMBURSE OVERBILLED EL CHARGES, COMM VS RES	10/30/2017	620.95
CINTAS CORPORATION	630-8250-65072	1ST AID SUPPLIES	10/06/2017	86.12
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	10/09/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	COMMERICAL LIGHTING	10/25/2017	368.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	10/05/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	09/29/2017	100.00
CITY OF INDIANOLA - REBATE	630-8290-67306	COMMERCIAL LIGHTING	10/23/2014	32.00
CITY OF INDIANOLA - REBATE	630-8290-67306	A/C REBATE	10/12/2017	200.00
DES MOINES REGISTER MEDIA	630-8190-64020	RES UTILITIES	09/30/2017	34.03
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-8	09/30/2017	22.38
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-9	09/30/2017	133.95
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-8	09/30/2017	22.38
DES MOINES REGISTER MEDIA	630-8290-64020	BT MIN-8	09/30/2017	214.10
DES MOINES REGISTER MEDIA	630-8290-64020	LIHEAP AD	09/27/2017	120.45
DIVERSIFIED INSPECTIONS IN	630-8250-64200	INSPECTION ON BUCKET AND DIGGER TRUCKS	10/24/2017	2,275.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
DUST PROS JANITORIAL	630-8220-64090	MONTHLY CLEANING (OCT) - ADMIN/ELECTRIC	10/20/2017	1,177.00
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	10/19/2017	29.42
EXTINGUISHER COMPANY, TH	630-8250-64200	ANNUAL INSPECTION & TESTING	10/20/2017	446.19
IMWCA	630-8280-61599	INSTALLMENT #5	10/27/2017	977.04
IMWCA	630-8280-61599	AUDIT PREMIUM ADJ	10/12/2017	48.10
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	SAVIN - MP C3004, IMU EL ADMIN	10/09/2017	115.32
INFOMAX OFFICE SYSTEMS IN	630-8290-64990	SAVIN - MP 2554, IMU GENERATION	10/09/2017	93.84
IOWA ASSOC OF MUN UTILITIE	630-8290-62300	HAZARD COMMUNICATION; HAZWOPER - SEPT 2017	09/30/2017	2,140.56
IOWA ASSOC OF MUN UTILITIE	630-8292-64990	SAFETY CONSULTING - SEPTEMBER 2017	09/30/2017	122.73
IOWA ONE CALL	630-8290-63730	EL-LOCATING NOTIFICATION - 518 TICKETS	10/13/2017	466.20
JMK LAWN CARE	630-8250-64990	SEPTEMBER MOWING CONTRACT - ELECTRIC	10/04/2017	310.00
MC MASTER-CARR SUPPLY CO	630-8220-65072	EMERGENCY LIGHT BATTERY	10/11/2017	30.96
MID AMERICAN ENERGY CO.	630-8210-63710	80950-24015 PLANT GAS 9/18/17 - 10/18/17	10/19/2017	11.08
MID AMERICAN ENERGY CO.	630-8210-63710	52390-25019 BOILER GAS (1024 THERMS)	10/18/2017	563.33
MID AMERICAN ENERGY CO.	630-8210-63710	07991-36014 11634 R63 HWY	10/21/2017	10.00
MILLER ELECTRIC SERVICES	630-8220-63100	INSTALL OUTLETS FOR HEATERS AT EAST IOWA STORAGE B	10/06/2017	800.00
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - SEPT	10/10/2017	7,091.80-
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - SEPT (NET ELECTRIC)	10/10/2017	454,605.36
MUNICIPAL ENERGY AGENCY	630-8230-63991	FIXED COST RECOVERY CHARGE	10/10/2017	327,114.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	LANDFILL GAS ATTRIBUTES - SEPT	10/10/2017	13,260.00
MUNICIPAL ENERGY AGENCY	630-8230-63990	CONTRACTED WIND - SEPT	10/10/2017	19,227.00
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION/ADJUSTMENT - SEPT	10/10/2017	83,759.85
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE	10/06/2017	5,141.54
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	10/27/2017	60.00
STEINMETZ CORPORATION	630-8220-63410	RELAY TESTING - WEST SIDE SUBSTATION	10/24/2017	2,580.00
TRINITY CONSULTANTS INC	630-8210-64900	TITLE V REVIEW AND RENEWAL APPLICATION - IMU	09/27/2017	1,020.00
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	10/12/2017	395.07
UNITYPOINT HEALTH - DES MO	630-8290-64120	HEARING TESTS, AUGUST 2017	08/07/2017	195.66
UNUM LIFE INSURANCE CO OF	630-8280-61550	LIFE, AD&D AND LTD INSURANCE	10/12/2017	255.45
VERMEER SALES & SERVICE	630-8260-63320	SKID LOADER SERVICE AND REPAIR	10/25/2017	562.40
WARREN COUNTY ENGINEER	630-8260-65050	FUEL DISTRIBUTION	10/06/2017	1,426.66
WESCO	630-8240-65500	FR OUTERWEAR CLOTHING - RASKOM BOOZELL, BOWLIN, CR	10/10/2017	740.98

Total ELECTRIC OPERATING FUND:

915,033.80

FIBER/COMMUNICATIONS FUND

DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-8	09/30/2017	26.77
DES MOINES REGISTER MEDIA	640-8590-64020	PH TELECOMMUNICATION HUT	09/30/2017	101.70
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-8	09/30/2017	2.80
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-9	09/30/2017	16.75
DES MOINES REGISTER MEDIA	640-8590-64020	RES UTILITIES	09/30/2017	4.26
DES MOINES REGISTER MEDIA	640-8590-64020	LIHEAP AD	09/27/2017	11.55
IMWCA	640-8590-61599	INSTALLMENT #5	10/27/2017	42.06
IMWCA	640-8590-61599	AUDIT PREMIUM ADJ	10/12/2017	48.10
INFOMAX OFFICE SYSTEMS IN	640-8550-64990	SAVIN - MP C3004, IMU NS ADMIN	10/09/2017	115.32
IOWA ONE CALL	640-8590-63730	FIBER-LOCATING NOTIFICATION - 310 TICKETS	09/30/2017	279.00
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	10/27/2017	7.50
U.S. CELLULAR	640-8550-63730	CELL PHONE	10/12/2017	43.90
UNITYPOINT HEALTH - DES MO	640-8590-64120	HEARING TESTS, AUGUST 2017	08/07/2017	25.65
UNUM LIFE INSURANCE CO OF	640-8590-61550	LIFE, AD&D AND LTD INSURANCE	10/12/2017	41.59
WARREN COUNTY ENGINEER	640-8550-65050	FUEL DISTRIBUTION	10/06/2017	53.56

Total FIBER/COMMUNICATIONS FUND:

820.51

WATER CAPITAL PROJECTS FUND

CORE & MAIN	700-8100-67906	PVC PIPE	10/18/2017	220.00
CORE & MAIN	700-8100-67906	MATERIALS	10/16/2017	340.70
CORE & MAIN	700-8100-67906	12X30 CLAMP	10/18/2017	556.62

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
CORE & MAIN	700-8100-67906	MATERIALS	10/16/2017	2,731.30
METERING & TECHNOLOGY SO	700-8100-67905	METERS	10/18/2017	3,516.05
Total WATER CAPITAL PROJECTS FUND:				7,364.67
ELECTRIC CAPITAL PROJECTS FUND				
BUTLER, BRAD	730-8200-67307	PROJECT 700 AT 509 W 5TH AVE	10/30/2017	700.00
ELECTRICAL ENG & EQUIP	730-8200-67906	PVC ELBOWS - PVC COUPLINGS - PVC CONDUIT	10/05/2017	2,903.33
ELECTRICAL ENG & EQUIP	730-8200-67906	2" PVC CONDUIT	10/10/2017	1,160.82
EXCEL UTILITY CONTRACTOR	730-8200-67601	2017 FIBER TO THE HOME NETWORK BUILD	10/25/2017	465,643.64
KRIZ-DAVIS COMPANY	730-8200-67906	3" UNDERGROUND EQUIPMENT LOCKS	10/12/2017	136.43
KRIZ-DAVIS COMPANY	730-8200-67906	150 WATT HPS BULBS/CT'S	10/12/2017	806.57
LOOKOUT POINT COMMUNICA	730-8200-67605	RETAINER FEE FOR FTTH ENGINEERING	10/20/2017	5,000.00
METERING & TECHNOLOGY SO	730-8200-67906	FORM 6S/9S AND 16S ELECTRIC METERS	10/19/2017	4,795.61
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69KV 30.9 CREDIT/ADMIN FEE - SEPT	10/10/2017	28,367.21-
PETROTECH INC	730-8200-67245	PAYMENT APPLICATION #1 - TURBINE CONTROLS ON UNIT #7	10/20/2017	29,157.15
POWER & TEL	730-8200-67601	HANDHOLES - 402	10/17/2017	35,661.98
POWER & TEL	730-8200-67601	FTTH PANELS WITH PIGTAILS	10/13/2017	23,468.85
POWER & TEL	730-8200-67601	FTTH CABINETS, SLITTERS, CASSETTES	10/13/2017	127,668.09
POWER & TEL	730-8200-67601	DROP CABLES - 300'	10/17/2017	1,194.80
POWER & TEL	730-8200-67601	DROP CABLES - 200' & 300"	10/17/2017	3,320.76
SKARSHAUG TESTING LABORA	730-8200-67906	GLOVES	10/10/2017	256.95
STUART C. IRBY CO	730-8200-67906	WARNING STICKERS FOR UNDERGROUND EQUIPMENT	10/03/2017	1,337.50
TERRY-DURIN CO.	730-8200-67605	2" PVC ELBOWS	10/09/2017	165.70
TERRY-DURIN CO.	730-8200-67605	PC243624STB PENTA BOLT - 116	10/18/2017	27,306.40
TERRY-DURIN CO.	730-8200-67605	PC243624STB PENTA BOLT - 116	10/24/2017	27,306.40
TERRY-DURIN CO.	730-8200-67906	73 WATT LED LIGHT FIXTURES	10/24/2017	980.12
TERRY-DURIN CO.	730-8200-67906	3" MORRIS CLAMPS	10/24/2017	476.34
WESCO	730-8200-67906	NEUTRAL CLEVIS	10/03/2017	166.71
WESCO	730-8200-67906	HARDWARE - 5/8" MACHINE BOLTS - 5"	10/03/2017	179.23
WESCO	730-8200-67906	GUY INSULATOR/INSULATING CAP/PARKING STAND/CONNECT	10/03/2017	1,848.53
WESCO	730-8200-67906	TRANSFORMER HOLD-DOWN BRACKETS/CABLE SEAL KITS	10/03/2017	313.51
WESCO	730-8200-67906	HI-VIS/FR TRAFFIC VESTS	10/05/2017	541.21
WESCO	730-8200-67906	TRANSITION CONNECTOR	10/09/2017	61.63
WESCO	730-8200-67906	ORANGE LOCATE PAINT	10/09/2017	51.87
WESCO	730-8200-67906	ORANGE LOCATE PAINT	10/09/2017	207.49
WESCO	730-8200-67906	RED LOCATE PAINT	10/10/2017	259.37
WESCO	730-8200-67906	HARD HATS - CASE	10/17/2017	609.90
Total ELECTRIC CAPITAL PROJECTS FUND:				735,319.68
FIBER CAPITAL PROJECTS FUND				
NCTC	740-8500-67401	NCTC APPLICATION FEE	10/31/2017	1,500.00
Total FIBER CAPITAL PROJECTS FUND:				1,500.00
CASH ALLOCATION FUND				
RHOADES, ARCHIE & ETHEL	999-0000-11005	REFUND CREDIT ON ACCT	10/31/2017	2.00
Total CASH ALLOCATION FUND:				2.00
Grand Totals:				1,689,769.66

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: 11/13/2017

Information

Subject

Minutes from October 23, 2017

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – OCTOBER 23, 2017

The Board of Trustees met in regular session at 5:30 p.m. on October 23, 2017 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Jim McClymond (via phone), Mike Rozga (via phone), Adam Voigts and Deb White. Absent: Lesley Forbush.

Chairperson Voigts welcomed the new IMU General Manager Tom Gaffigan.

Scott Kruthoff, Executive Director of the Indianola YMCA, spoke regarding support from the IMU Board of Trustees to help fund an energy efficiency improvement project. They are requesting a \$5,500 gift to be used towards a project cost of \$16,500. The Indianola YMCA is seeking funding through a Rural YMCA Facility Improvement Grant from the State of Iowa to fund the remainder of the project (\$11,000). Application for this grant requires a cash match of at least 50% of the total grant amount requested. The IMU Board of Trustee's policy allows the General Manager to approve funds up to \$5,000. It was the consensus of the Board to authorize the General Manager to write a letter of commitment of \$5,000 for the Indianola YMCA to apply for the Rural YMCA Facility Improvement Grant.

Jim McClymond was excused from the meeting.

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

Claims list for October 16, 2017

Minutes from October 9, 2017

Salaries:

Jason Henle, Lead Line Mechanic from Range 27-2 \$69,313/year (includes longevity) to Range 27-3 \$72,759/year (includes longevity) effective October 15, 2017

Ron Bowlin, Generation & Metering Tech 1, from Range 21-2 \$48,776/year (includes longevity) to Range 21-3 \$50,714/year effective October 15, 2017

Electric Utilities Action Items

The following design service proposals for the new Electric Department line shop were presented:

<u>Company</u>	<u>Base Bid</u>	<u>Additional Costs</u>
ETHOS Design Group	\$69,500	Interior Design Services – Hourly not to exceed \$5,000 plus reimbursable expenses
SVPA Architects	\$76,300	Interior Design Services - \$8,500 plus reimbursable expenses

A motion was made by White and seconded by Rozga to approve the proposal from ETHOS Design Group in an amount of \$69,500 for the design services of the new Electric Department line shop. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

The following civil engineering proposals for the new Electric Department line shop were presented:

<u>Company</u>	<u>Base Price</u>	<u>Additional Costs</u>
Snyder & Associates	\$13,500	Hourly fee for anything outside the scope of the contract
Bishop Engineering	\$26,400	Hourly fee for anything outside the scope of the contract. Plus reimbursable expenses

It was moved by White and seconded by Rozga to approve the proposal from Snyder and Associates in an amount of \$13,500 for the civil engineering of the new Electric Department line shop. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Communications Utility Action Items

The Chair then announced that the City Clerk and the Communications Superintendent had opened and tabulated the bids for the public improvements described in general as the 2017 Telecommunication Hut Project for Indianola Municipal Utilities, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk the Communications Superintendent

<u>Company and Address</u>	<u>Bid</u>
Murphy Tower Services LLC Carlisle, Iowa	\$115,350.00
BDC Group, Inc. Cedar Rapids Iowa	\$132,297.25

Board Member Rozga introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT" to Murphy Tower Services, LLC in an amount of \$115,350 for the 2017 Telecommunication Hut Project and moved its adoption. Board Member White seconded the motion to adopt. The roll was called and the vote was: AYES: White, Voigts and Rozga. NAYS: None. ABSENT: McClymond and Forbush. Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-219
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
For the 2017 Telecommunication Hut Project

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

Board member White moved and Rozga seconded to approve the proposal from Karl Chevrolet in an amount of \$23,840.03 plus tax, title and license for a Telecommunications 2018 Chevy 1500 pickup. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

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

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

Combined Electric, Water and Communications Utilities Informational Items – no report was presented.

Meeting adjourned at 6:05 p.m. on a motion by White and seconded by Rozga.

Adam Voigts, Chair

Diana Bowlin, City Clerk

IMU Regular Downstairs

4.C.

Meeting Date: 11/13/2017

Information

Subject

Quarterly Write Offs to State Offset Program

Information

Attached are the second quarter (April-June) 2017 uncollected electric and water billings that will be sent to the state offset program. The amount for the Electric Utility is \$17,956.26 and the amount for the Water Utility is \$3,152.58.

Fiscal Impact

Attachments

Write Offs

September 2017

(Billed from April 2017 thru June 2017)

Sewer Billed	\$722,720.61
Sewer Sent to State Offsets	\$4,041.68
Recycling Billed	\$56,049.50
Recycling Sent to State Offsets	\$608.71

Total # of accounts wrote off - 62

<u>Service</u>	<u>Total Dollar Amount</u>
Electric	\$ 17,956.26
Water	\$3,152.58
Sewer	\$4,041.68
Recycling	\$608.71
Disconnect Notice Fee	\$1,424.41
I&I	0
Damaged Meter	0
Stormwater Fee	\$126.82
Grand Total	\$27,310.46

IMU Regular Downstairs

5.A.

Meeting Date: 11/13/2017

Information

Subject

Consider member resolution for Municipal Energy Agency of Nebraska and Nebraska Municipal Energy Agency Appointments

Information

Attached to this item is the resolution appointing Tom Gaffigan as Indianola's representative and Mike Metcalf as the alternate representative to the MEAN Management Committee, MEAN Board of Directors and NMPP Members' Council.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Resolution No. 2017-_____
Member Resolutions for Appointments

Representative and/or Alternate Representative to NMPP Members' Council

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa, that:

1. Such City be and hereby is a member of the Nebraska Municipal Power Pool.
2. The Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa does hereby appoint Tom Gaffigan as the representative of Indianola Municipal Utilities, City of Indianola, State of Iowa, to the Members' Council of the Nebraska Municipal Power Pool.
3. The Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa, does hereby appoint Mike Metcalf as the alternate representative of Indianola Municipal Utilities, City of Indianola, State of Iowa, to the Members' Council of the Nebraska Municipal Power Pool.

Representative and/or Alternate Representative to MEAN Management Committee

WHEREAS, the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa, is a party to the Electrical Resource Pooling Agreement and, pursuant to the terms of such Agreement, it is the responsibility of the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa to designate a representative and alternate representative to the Municipal Energy Agency of Nebraska Management Committee provided for under the terms of said Agreement.

NOW THEREFORE, BE IT RESOLVED by the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa, that:

1. The Board Chairperson is hereby directed to give written notice to the Municipal Energy Agency of Nebraska of the appointment of Tom Gaffigan as representative to said MEAN Management Committee.
2. The Board Chairperson is hereby directed to give written notice to the Municipal Energy Agency of Nebraska of the appointment of Mike Metcalf as alternate representative to said MEAN Management Committee.

Director and/or Alternate Director to MEAN Board of Directors

This is to certify that the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa duly appointed Tom Gaffigan to serve as director to represent Indianola Municipal Utilities, City of Indianola, State of Iowa on the Board of Directors of the Municipal Energy Agency of Nebraska. The appointment will run for a term of three (3) years with the powers and duties incident to such office. This certificate is issued in compliance with the Municipal Cooperative Financing Act contained in the Nebraska Revised Statutes §18-2401 et seq. (1987).

This is to certify that the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa duly appointed Mike Metcalf to serve as alternate director to represent Indianola Municipal Utilities, City of Indianola, State of Iowa on the Board of Directors of the Municipal Energy Agency of Nebraska. The appointment will run for a term of three (3) years with the powers and duties incident to such office. This certificate is issued in compliance with the Municipal Cooperative Financing Act contained in the Nebraska Revised Statutes §18-2401 et seq. (1987).

This is to certify that the appointments set out above were approved by the Board of Trustees of the Indianola Municipal Utilities on behalf of the City of Indianola, State of Iowa, at their meeting on November 13, 2017.

Adam Voigts
Board Chairperson

(SEAL)

IMU Regular Downstairs

8.A.

Meeting Date: 11/13/2017

Information

Subject

Resolution approving the contract and bond with Murphy Tower Service, LLC in an amount of \$115,350 for the 2017 Telecommunications Hut

Information

Trustees will need to consider the resolution (packet) awarding the contract and bond (packet) for the Telecommunication Hut Project. The contract and bond are with Murphy Tower Service, LLC in an amount of \$115,350.

The FTTH Business Plan has allocated \$180,000 for this structure.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Contract and Bonds

RESOLUTION NO. 2017-____
RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

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

Section 1. The construction contract and bond executed by Murphy Tower Service, LLC dated the 1st day of November, 2017, for the 2017 Telecommunications Hut Project for the Indianola Municipal Utilities, 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 13th day of November, 2017.

Adam Voigts, Chair

ATTEST:

DIANA BOWLIN, City Clerk

OFFICE OF CITY CLERK

NOV 10 2017

INDIANOLA MUNICIPAL UTILITIES



INDIANOLA, IOWA

Time: 9:04 Initials CM

CONTRACT
Telecommunications Hut

THIS CONTRACT, made and entered into this 1st day of November, 2017, by and between Indianola Municipal Utilities, by its Communications Superintendent, upon order of its Board of Trustees hereinafter called the "Jurisdiction", and Murphy Tower Service, LLC, 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. 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:

Provide, deliver and equip a precast concrete shelter and perform services and project management as called for in the Invitation for Bid. Anticipated completion will be before December 31, 2017

NOW, THEREFORE, IT IS AGREED:

1. That the Jurisdiction hereby accepts the proposal of the Contractor for the work.
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, including plans and specifications
- 2.1.2 Bond
- 2.1.3 Bid

- 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 One Hundred Fifteen Thousand Three Hundred Fifty Dollars and No Cents (\$115,350.00), 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 November 14, 2017. Work shall be fully completed on or before December 31, 2017.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date

first shown written.

JURISDICTION: Indianola Municipal Utilities

By _____
Tom Gaffigan
IMU General Manager

Date _____

(Seal)
ATTEST:

Diana Bowlin, City Clerk

CONTRACTOR: Murphy Tower Service, LLC.

By Bob Murphy
Contractor's Authorized Agent Name

OWNER/CEO
Contractor's Authorized Agent Title

Date 11-9-17

20220 Hwy 5
Carlisle, IA 50047

INDIANOLA MUNICIPAL UTILITIES



Electric • Network Services • Water

Indianola Municipal Utilities is soliciting bids for a Precast Concrete Shelter with the following specifications, services and project management. Items 1 – 8 to be bid as a package.

Bidders must schedule a Site visit prior to submitting a bid to become familiar with and satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

1. General Dimensions

Size no smaller than 10'x20'x10' no larger than 20'x20'x10'. Preferred size is 12'x20'x10'.
(if bidding a surplus shelter please see #5 below)

2. Exterior

Exposed Aggregate Finish or Comparable Material
3070 Door with Standard Hardware (note: Door Access to be on Longest Wall)

3. Interior

Insulated
FRP Wall and Ceiling
Vinyl Floor
Ladder Racking

4. Electrical

200 Amp Single Phase Electrical Panel
Duplex Receptacles and Switch
LED Overhead Lighting
2 – HVAC's with Smart Wi-Fi Thermostat with Temperature Alert Capability

5. Surplus Shelter Restoration if Applicable

Replace HVAC's with New 3 Ton Units
Caulk Soffit
Provide and Install Roof Sealer
Clean Interior
Caulk Exterior Holes

6. Shelter Transportation to Job Site -

Shelter Freight to Job Site
Shelter Crane Upload

7. DC Plant, Racks Fiber Duct Material and Installation

DC Power Plant and 1 Battery String
5 – 19"x7' Equipment Racks with Isolation Pads and Hardware
1 – 7' Battery Rack with Isolation Pad and Hardware
Fiber Duct with Drops Between Racks
Ground Bar and Halo
System Installation of the Above Items

8. Site General Construction

Existing Concrete Demo for Building Foundation and One Trench Path - based on 4" slab
Building Foundation 6" Pad with Reinforcing and Frost Footings
New Concrete Around Building and One Trench Path
Cut Existing Building Wall for Walkway and Windbreak
Standard 3070 Steel Door with SS Hardware
Steps in Existing Building with Rail and Landing
Stoop to Connect Existing Building and Concrete Shelter
Shelter Crane Off Load
Shelter Off Load Labor and Anchor to Foundation
Exterior Ground Halo – Perimeter Loop, 8' Copper Rods, Inspection Port and CAD Welds
Project Management

For additional information or to schedule a site visit please contact:

Kurt Ripperger, Communications Superintendent
(515) 962-5283
kripperger@indianola.iowa.gov



MURPHY Tower Service, LLC
20220 Hwy 5
Carlisle, IA 50047
Office: 515-989-9225
Fax: 515-989-3839
Mobile: 515-975-1278

OFFICE OF CITY CLERK

SEP 29 2017

INDIANOLA, IOWA

Date: 9/27/2017

2:02 pm
DB

Proposal/Contract

Proposal Submitted To:		Site Information:	
Name	Indianola Municipal Utilities	Site Name:	IMU
Street	110 N 1st Street	Site No.:	
City	Indianola	Address:	111 S. Buxton
State/Zip	Iowa	Address:	Indianola Iowa
Phone		S/H Project: Communications Building	
E-Mail			

Murphy Tower Service, LLC (MTS) hereby proposes to perform all labor and provide materials as follows:

ITEM	COST
Bid for Telecommunications Hut Project	
Total from Itemization sheet (if applicable)	
TOTAL	\$115,350.00

Respectfully submitted _____ Clyde Murphy

Signature

C.A. Murphy

This proposal is valid for 30 days following date of submission.

All materials and work performed is guaranteed to equal drawings and specifications submitted to MTS. All work shall be completed in a substantial, workmanlike manner. Any alteration or deviation from original specifications will be executed only upon written orders and will be invoiced over and above this original proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. MTS shall carry Worker's Compensation/Public Liability Insurance on above work. All accounts are due and payable by the 10th of the month following the date of invoice.

ACCEPTANCE OF PROPOSAL

The above prices, specification, conditions and payment terms are satisfactory and hereby accepted. MTS is authorized to complete work as specified.

Accepted By _____

Signature

Date _____

Itemization



MURPHY Tower Service, LLC
 20220 Highway 5 Office: 515-989-9225
 Carlisle, IA 50047 Fax: 515-989-3839
 Mobile: 515-975-5494

Proposal No.: 1
 Sheet No.: 2
 Date: 9/27/2017

<u>Line Item</u>	<u>Cost</u>
Mobilization	\$1,000
Communications shelter foundation	\$7,000
Conduit and Handholes	\$3,000
Grounding	\$2,500
Concrete removal	\$3,800
Concrete replacement	\$9,300
Door installation	\$2,250
Stair Installation	\$4,000
Covered windbreak	\$4,000
Communications shelter	\$41,000
Crane	\$4,000
Total	\$81,850

	<u>Cost</u>
Power Bay	7500
Equipment Racks	1200
Battery Plant	15000
Network Installation	6800
Closeout and Bonding	3000
Total	\$33,500

Total Estimate: \$115,350

Bond No. 2265307

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

Murphy Tower Service, LLC
20220 Hwy 5
Carlisle, IA 50047

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
5200 Metcalf OPN111
Overland Park, KS 66202-1391

Mailing Address for Notices

5200 Metcalf OPN111
Overland Park, KS 66202-1391

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Indianola Municipal Utilities

110 N. 1st Street
Indianola, IA 50125

CONSTRUCTION CONTRACT

Date: November 1, 2017

Amount: \$ \$115,350.00 (One Hundred Fifteen Thousand Three Hundred Fifty And No/100THS)

Description: Telecommunications Hut Project, Indianola, Iowa
(Name and location)

BOND

Date: November 7, 2017

(Not earlier than Construction Contract Date)

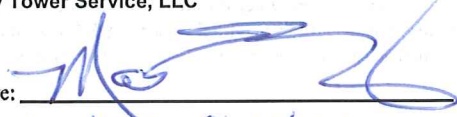
Amount: \$ \$115,350.00 (One Hundred Fifteen Thousand Three Hundred Fifty And No/100THS)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Murphy Tower Service, LLC

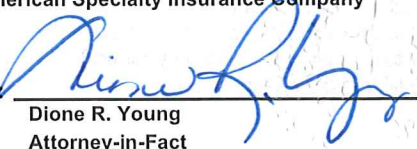
Signature: 

Name and Title: Mardi Lin Sheehay
member/owner

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature: 

Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
3001 Westown Parkway
West Des Moines, IA 50266
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. 2265307

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

CONTRACTOR:

(Name, legal status and address)

Murphy Tower Service, LLC
20220 Hwy 5
Carlisle, IA 50047

SURETY:

(Name, legal status and principal place of business)

North American Specialty Insurance Company
5200 Metcalf OPN111
Overland Park, KS 66202-1391
Mailing Address for Notices
5200 Metcalf OPN111
Overland Park, KS 66202-1391

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Indianola Municipal Utilities
110 N. 1st Street
Indianola, IA 50125

CONSTRUCTION CONTRACT

Date: November 1, 2017

Amount: \$ 115,350.00 (One Hundred Fifteen Thousand Three Hundred Fifty And No/100THS)

Description: Telecommunications Hut Project, Indianola, Iowa
(Name and location)

BOND

Date: November 7, 2017

(Not earlier than Construction Contract Date)

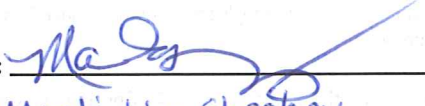
Amount: \$ 115,350.00 (One Hundred Fifteen Thousand Three Hundred Fifty And No/100THS)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Murphy Tower Service, LLC

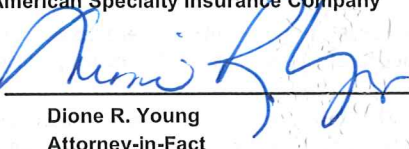
Signature: 

Name and Title: Mardi Lin Sheehy
member/owner

SURETY

Company: (Corporate Seal)

North American Specialty Insurance Company

Signature: 

Name and Title: Dione R. Young
Attorney-in-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Holmes, Murphy and Associates, LLC
3001 Westown Parkway
West Des Moines, IA 50266
(515) 223-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Overland Park, Kansas each does hereby make, constitute and appoint:

JAY D. FREIERMUTH, CRAIG E. HANSEN, BRIAN M. DEIMERLY, SHIRLEY S. BARTENHAGEN, CINDY BENNETT, ANNE CROWNER,

TIM McCULLOH,, STACY VENN, DIONE R. YOUNG, and WENDY ANN CASEY

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (\$125,000,000.00) DOLLARS

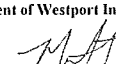
This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By 
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation

By 
Mike A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company
& Senior Vice President of Westport Insurance Corporation



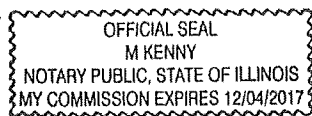
IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 17 day of August, 20 17.

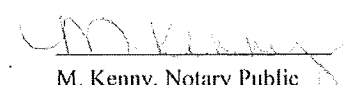
North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook ss:

On this 17 day of August, 20 17, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of

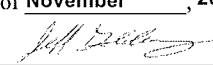
Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Ito Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.




M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of November, 2017.


Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company &
North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation

Meeting Date: 11/13/2017

Information

Subject

Consider approval of the Consortia Consulting Agreement

Information

In your packet is a consulting agreement with Consortia Consulting, Inc. for general telephone consulting services for our Communications Utilities. Consortia's team has a 20-year history in assisting municipal utilities in the telecom business and they provide ongoing support to more than 15 Iowa municipal CLEC utilities. Services provided include:

- Facilitate discussion with parties to determine the best form of competitive local service to the utility
- Provide options, review proposals and tailor partnering agreements
- Prepare application (all documents and contract support) for IUB certification
- Industry updates on regulatory changes
- Service catalogue for website
- Vendor contracts, if needed with other carrier
- Iowa Access Tariff filing
- Pricing support
- Initial FCC filings and ongoing compliance reporting
- 911 assistance and training
- Operational assistance
- CATV regulatory support
- Industry education to boards

The services would be up to one hundred twenty (120) hours per a 12 month period. The monthly amount would be \$1,650/month (\$19,800 annually) for the support.

Simple motion is in order.

Fiscal Impact

Attachments

Agreement
Information



AGREEMENT

This Agreement (the "Agreement") is made as of November 1, 2017 (the "Effective Date"), between Consortia Consulting, Inc., a Nebraska corporation (the "Consultant"), located at 16924 Frances Street, Suite 115, Omaha, Nebraska 68130 (Facsimile № 402-398-0065), and Indianola Municipal Utilities, an Iowa public utility (the "Company"), located at 111 South Buxton Street, Indianola, Iowa 50125 (Telephone № 515-961-9444).

NOW, THEREFORE, in consideration of the respective covenants and agreements of the parties set forth herein, the parties agree as follows:

1. **Services and Term.** The Company hereby engages the Consultant as an independent contractor to provide the services described in Attachment A attached hereto, as may be amended from time to time. The term of this Agreement shall commence on the Effective Date, and shall continue for an initial term of one year. The Agreement shall automatically renew for additional successive one-year terms unless either party shall give written notice to the other party at least 30 days prior to the expiration of the then-current term. Upon termination, Company shall pay Consultant for all fees and reimbursable expenses and costs incurred by Consultant up to and including the effective date of termination.

2. **Compensation and Expenses.** The Company shall pay to the Consultant the amount as specified in Attachment B of this Agreement. The Consultant will invoice the Company for services provided in the previous period. Payments shall be due within thirty (30) days of the Company's receipt of the invoice. Consultant may increase its rates and fees payable hereunder by written notice to Company delivered at least 60 days prior to the expiration of the then-current term. During the term of this Agreement, the Consultant shall be entitled to reimbursement by the Company for all reasonable ordinary and necessary travel and other business expenses incurred by the Consultant in the performance of its duties and responsibilities under this Agreement. The Consultant shall submit an invoice to the Company for such expenses coincident with billing for the services specified on Attachment A.

3. **Confidentiality.** During the performance of this Agreement, each party shall come into possession of or shall become aware of certain proprietary information of the other party in tangible form, such as customer information, data processing and communications information, technical data, and other know-how of such other party. All such proprietary information that is clearly marked "confidential" or "proprietary" shall be considered "Confidential Information" for purposes of this Agreement. The party receiving Confidential Information agrees to use its reasonable best efforts to maintain the confidentiality of the Confidential Information. Notwithstanding the foregoing confidentiality obligations, neither party shall have an obligation to maintain or protect the confidentiality of any Confidential Information which: (i) was previously known to such party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than unauthorized disclosure; (iii) is independently developed by such party; (iv) is received from a third party (other than by unauthorized disclosure) without a confidentiality restriction; (v) is furnished by the disclosing party to a third party without confidentiality restrictions; or (vi) a party is required by law or a court order to disclose. Each party's obligation pursuant to Section 3 hereof shall survive the expiration or earlier termination of this Agreement for a period of five (5) years from the date of such expiration or termination.

4. **Limitation of Remedies.** THIS IS A SERVICE AGREEMENT. CONSULTANT REPRESENTS AND WARRANTS THAT IT WILL PERFORM THE SERVICES HEREUNDER IN A GOOD AND WORKMAN LIKE MANNER. EXCEPT AS PROVIDED IN THIS SECTION 4, CONSULTANT MAKES NO WARRANTIES REGARDING ITS SERVICES PERFORMED HEREUNDER AND EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY,

WITH RESPECT TO THE SERVICES PERFORMED HEREUNDER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE.

5. **Limitation of Liability.** Consultant's entire liability and the Company's exclusive remedy for any and all claims, whether in an action in contract or in tort, including, but not limited to, negligence or strict liability, for any damages arising out of, connected with or resulting from the performance or breach of this Agreement shall be limited to actual damages up to an amount equal to 12 months' charges paid by the Company to Consultant for the specific services under this Agreement that cause the damages or that are the subject matter of, or are directly related to, the cause of action. Such charges shall be those in effect for the specific services when the cause of action arose.

6. **Consequential Damages.** IN NO EVENT SHALL CONSULTANT BE LIABLE TO THE COMPANY FOR ANY INDIRECT, SPECIAL, COVER, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST REVENUE OR PROFITS OR LOSS OF DATA.

7. **Notices.** For purposes of the Agreement, notices and other communications provided for in this Agreement shall be deemed to be properly given if delivered personally, sent via email, sent via facsimile or United States certified mail, return receipt requested, postage prepaid, to the address of the party set forth in the first paragraph of this Agreement, or to such other address as any party may have furnished to the other party in writing in accordance with this paragraph. Such notice or other communication shall be effective only upon receipt. In the case of email, valid notice shall have been deemed to be given when an electronic confirmation of delivery has been obtained by the sender.

8. **Miscellaneous.** No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter of this Agreement have been made by any of the parties hereto that are not expressly set forth in the Agreement. If any provisions of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement. This Agreement shall be governed by the laws of the State of Nebraska. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No provisions of this Agreement may be modified, waived, or discharged unless such waiver, modification, or discharge is agreed to in writing and is signed by an officer of the Consultant and the Company. No waiver by any party to this Agreement at any time of any breach by any other party of, or compliance by any other party with, any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time. The headings of the paragraphs contained in this document are for reference purposes only and shall not in any way affect the meaning or interpretation of any provision of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives as of the date first above written.

CONSORTIA CONSULTING, INC.

INDIANOLA MUNICIPAL UTILITIES

By: _____
Daniel J. Caldwell, Its President

By: _____
Its _____

ATTACHMENT A
CONSULTING SERVICES

The services checked below comprise the consulting services to be provided to the Company by Consultant under the terms of the Agreement:

A. BASIC CONTRACT:

- ☐ Annual *interstate* separations cost study, including NECA forecasting, administrative support related to the cost study, NECA tracking and jurisdictional financial analysis.
- ☐ Annual *intrastate* separations cost and traffic usage studies, including NECA tracking, jurisdictional financial analysis and cost versus average schedule comparison for interstate average schedule companies.
- ☐ Annual jurisdictional financial analysis and cost versus average schedule comparison (for interstate average schedule companies only).
- ☒ General consulting support of up to one hundred twenty (120) hours per 12-month period.
- ☐ Other: _____

B. SPECIAL PROJECTS:

Special projects not included in the basic contract hours above:

- ☐ Exchange valuation.
- ☐ Tariff development.
- ☐ FLEC study.
- ☐ USF disaggregation.
- ☐ CABS review.
- ☐ Other: _____

Agreed to by:

	<u>Initial</u>	<u>Date</u>
Consultant	_____	_____
Company	_____	_____

ATTACHMENT B

COMPENSATION

Consultant shall bill the Company for the duration of an annual contract period as follows:

BASIC CONTRACT:

Monthly amount of \$1,650 (\$19,800 annually) for the services checked under Section A of Attachment A. An hourly rate of \$160 will be charged for hours in excess of the number of general consulting support hours provided as part of the Basic Contract in Section A of Attachment A.

SPECIAL PROJECTS:

An amount of \$ N/A , or as agreed to during the term of the contract by the parties.

REIMBURSABLE EXPENSES:

As defined in Section 2 of the Agreement.

Agreed to by:

Initial

Date

Consultant

Company

Tom Gaffigan

From: Jill Thornton <jthornton@consortiaconsulting.com>
Sent: Wednesday, November 8, 2017 5:33 PM
To: Tom Gaffigan
Subject: Consortia's Communications Services

Hi Tom,

Please see the list of services we can provide to support IMU's communications utility. Consortia's team has a 20-year history in assisting municipal utilities in the telecom business. We greatly appreciate our IAMU relationship and we provide ongoing support to more than 15 Iowa municipal CLEC utilities.

Facilitate discussion with parties to determine the best form of competitive local service to the utility
Provide options, review proposals and tailor partnering agreements
Prepare Application (all documents and contact support) for IUB certification
Industry updates on regulatory changes
Service catalogue for website
Vendor contracts, if needed with other carriers
Iowa Access Tariff filing
Pricing support
Initial FCC filings and ongoing compliance reporting
911 Assistance and training
Operational assistance
CATV regulatory support
Industry education to boards

This list will include much more, should IMU decide to take on the full CLEC status.
Let me know if questions or concerns from the board.

We look forward to an ongoing relationship with IMU!

Jill Thornton



Phone: 515.330.2700

Cell: 402.440.5894

www.consortiaconsulting.com



Meeting Date: 11/13/2017

Information

Subject

Consider approval to hire Martin/Gardner Architects for design of Telecommunication Buildings

Information

In your packet is a professional services proposal from Martin Gardner Architecture for the design of the Telecommunication Building. The total of services is \$45,600.00 and includes the following:

Architectural	\$32,600
Structural	\$5,000
Mech/Elec	\$8,000
Total	\$45,600

Simple motion is in order.

Fiscal Impact

Attachments

MGA Estimate

Please note that the following hours represent our current best judgment as to the manpower assignments which will be made. We reserve the right to assign manpower as it becomes available and to make assignment based upon the best interests of the project. We also have made the following assignments based upon the current information available to us, if that information changes the fee estimate must likewise change.

*All meetings unless listed below are extra and shall be billed on an hourly basis		
<u>Predesign Services</u>		
Develop program of spaces based on current plan		
Field verify existing building and input information		
Analysis site buildings and master plans study for best location		
Go over recommendation via telephone		
Subtotal	\$ 3,900.00	
<u>Schematic Design/Design Development Services</u>		
Layout floor plan (max. 2 options)		
Elevations		
develop wall sections, floor heights, stair sections		
coordinate with engineers		
Develop opinion of cost		
Owner meeting (1)		
Board meeting	No Charge	
Subtotal	\$ 6,900.00	
<u>Bid Document Services</u>		
Architectural Site Plan based on aerial photo		
Floor Plan		
Reflected Ceiling Plan		
Wall Section (2)		
Elevations		
Details		
Schedules		
Owner meeting (1)		
Quality Review		
Coordination with Engineers		
Up-date Opinion of Costs		
Board meeting	No Charge	
Subtotal	\$ 12,300.00	
<u>Bid/Negotiation Phase Services</u>		
Distribute documents		
Addendum		
Answer questions		
Pre-bid meeting		
Bid opening		
Construction Contract		
Subtotal	\$ 3,000.00	

Construction Phase Services		
Answer questions		
Monthly Jobsite meeting (3 months construction)		
Pay application Review		
Submittal review		
Punchlist walk-through		
Project Close-out		
Subtotal	\$ 6,500.00	
	Architectural	\$ 32,600.00
	Structural	\$ 5,000.00
	Mech/Elec	\$ 8,000.00
TOTAL OF SERVICES		\$ 45,600.00
Note 1- No reimbursable expenses are included in this proposal. All such expenses will be charged for as they are incurred. Reimbursable expenses will be primarily printing of plans and specifications for use by the contractors during bidding and construction. Mileage, long distance telephone and other expenses may be included if required for the project.		
Note 2- This project proposal has been prepared predicated upon timely decisions being made by the Owner. The number of meetings shown in each phase is built upon this basis. Should the Owner require additional meetings to decide on project decisions the Architect will continue to provide services for such meetings but shall charge for the additional meetings and may charge for additional studies or documents required by the Owner in making these decisions.		
Note 3-		
Hourly rates for computing services:		
Principal Architect	\$ 140.00	
Project Architect	\$ 125.00	
Project Manager	\$ 115.00	
Draftsperson	\$ 100.00	
Clerical	\$ 65.00	
Note 4- No civil engineering fees are included in this proposal. It is anticipated the exterior work on the building can be handled with some field verified grades and aerial photos from the County Assessor's website		
Note 5 - The Architectural portion of this proposal will be billed hourly not to exceed. Engineering fees are fixed.		

IMU Regular Downstairs

9.A.

Meeting Date: 11/13/2017

Information

Subject

Receive report from Smart Source Consulting - Curtis Dean

Information

Curtis Dean, Smart Source Consulting, will be at the meeting to present an oral summary and answer any questions.

Fiscal Impact

Attachments

Task Report

FTTH Report

Tasks Report

Indianola Telecom Utility — Indianola Municipal Utilities

Generated: Nov 09 2017 8:47AM

Implementation of the telecom utility and oversight of the FTTP project

Project Coordination and Oversight

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Decide on fiber access platform	07/28/2017	11/30/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		80%	Upcoming (Started)
Calix Lonny Maler and Bret McElwee	07/28/2017	11/30/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
ADTRAN Tom Wolfe	07/28/2017	11/30/2017	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
BSS Platform Business support systems support provisioning of services and work with OSS through API's		12/31/2017	Mike M. Kurt R. Chris D. Chis L.	Curtis D.		30%	Upcoming (Started)
Innovative Systems Innovative Systems www.innovsys.com Currently provides OSS/BSS system for Bellevue; other capabilities used by other small telecom companies in Iowa. Spencer is considering switching their systems over later this year. Their solution would be able to handle billing for telecom and non-telecom services. They offer both server based and cloud based solutions depending on needs. They also can do middleware if we don't use CFU's middleware (Minerva).		12/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
NISC www.nisc.coop		12/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)

Cogsdale	09/08/2017	12/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
MACC Mid American Computer Corporation. They do billing for Spencer, Algona, and several other municipals. They may not be able to do integrated billing for everything, but rather interface with another platform via API's	09/08/2017	12/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
CHR Solutions Rob Stangel had discussions with CHR Solutions before he left.		12/31/2017	Mike M. Kurt R. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
OSS Platforms Software and hardware that enable provisioning, management, and reporting of subscribers.		12/31/2017	Curtis D.	Curtis D.		30%	Upcoming (Started)
PacketFront/COS		12/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Technical Support and Help Desk Develop a plan for providing tech support for data, video, and voice customers. This could be in-house or outsourced to a third-party such as ISPN or others.		03/31/2018	Kurt R. Curtis D. Chis L.	Curtis D.		10%	Upcoming (Started)
ISPN ISPN provides turnkey help desk and technical support for small to medium sized broadband providers. They can provide tech support for cable TV and internet, and can also host/manage customer email accounts.		03/31/2018	Mike M. Curtis D. Chris D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Momentum Teleccom		03/31/2018	Kurt R. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Security Coverage Armond Dawson is contact		03/31/2018	Kurt R. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Indianola-Norwalk fiber build Issues related to the fiber build to Norwalk to interconnect with UPN		12/31/2017	Mike M. Chris D.	Curtis D.		30%	Upcoming (Started)
RFP for transport optics Eric Lampland can develop this.		12/31/2017	Mike M. Chris D.	Curtis D.		0%	Upcoming (Not started)
Lookout Point		12/31/2017	Mike M. Chris D.	Curtis D.		0%	Upcoming (Not started)
Redundancy Explore options for a redundant path to internet bandwidth and IP video		01/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)

WIN Wisconsin Independent Networks (WIN) recently took over management of the HncBnc fiber network in Iowa.		01/31/2018	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
Aureon		01/31/2018	Mike M. Kurt R. Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
CenturyLink		01/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Develop service strategy for MDU's and senior care facilities How will we plan to serve multi-tenant facilities?		12/31/2017	Mike M. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Develop bulk service agreement for MDU's		12/31/2017	Mike M. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Ask MCG for list of MDU's served and those who said no		12/31/2017	Mike M. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)

Completed Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Work reports to Board	05/29/2017	12/01/2017	Curtis D.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Execute agreement with Unite Private Networks (UPN) Agreement with UPN for a 20 year IRU (irrefutable right of use) for 2 dark fibers from Norwalk (handhole at Coolidge & R-57) to Indianola. If agreement is not signed by 6/30/17, they will have to go back and get it re-quoted internally			Mike M. Curtis D. Chris D.	Curtis D.		100%	Completed 07/14/2017 by Curtis D.
Excel Utility Contractors Contacts for Excel			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Redundancy Zayo Zayo has a long-haul fiber route that runs along the east side of Indianola according to their online map. Would they entertain a connection point?		01/31/2018	Curtis D.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Indianola-Norwalk fiber build Alternatives to build Are there any other alternatives to the build that weren't explored in the feasibility study process. For example, if BroadNet Connect is going to be purchased by another company, perhaps that company would lease dark fiber all the way to 666 Walnut			Mike M. Chris D.	Curtis D.		100%	Completed 08/18/2017 by Curtis D.

Marketing & Community Relations

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Develop a comprehensive IMU marketing strategy Develop a brand identity for IMU Telecommunications. Working brand name is "Indianola Fiber".		12/29/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
• Vision		12/29/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
• Strategy		12/29/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
• Positioning statements		12/29/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
• Tools & Tactics		12/29/2017	Jon Anne W. Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Fiber Fan pre-signup campaign The "Fiber Fan" campaign will be a comprehensive effort to have Indianola residents "commit" to switching their services to IMU fiber when services are available in 2018. This should be completed before the Fall newsletter is published in late September.	07/17/2017	12/31/2017	Curtis D.	Curtis D.		20%	Upcoming (Started)
• Electric bill insert	07/17/2017	01/08/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Direct mail piece to electric customer list	07/17/2017	02/28/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Fiber Fan Event Have an event in a suitable venue where we invite people in, feed them, provide entertainment, etc. Provide an educational program. Have people sign up as Fiber Fans.	07/17/2017	02/28/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Fiber project community information Methods used to keep citizens informed about the fiber project			Curtis D. Chis L.	Curtis D.		10%	(Started)
• Indianola Fiber Twitter account			Curtis D. Chis L.	Curtis D.		0%	(Not started)

Construction timeline handout or brochure			Curtis D. Chis L.	Curtis D.		20%	(Started)
Signage in lobby Either hang one of the existing banners or create a smaller sign that fits on the wall			Curtis D. Chis L.	Curtis D.		0%	(Not started)
Fiber Focus videos Create a short video each week talking about the project.	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Interview with Tom Gaffigan	11/13/2017	11/17/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
What Happens When Winter Hits Interview with Kurt, possibly someone with Excel, about the work that will be done when the ground is frozen and its too cold to do outside construction	12/01/2017	12/08/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Building A Cable TV Lineup Talk about all of the work that goes into creating a cable TV lineup, the challenges presented by programming contracts, and how IMU is gathering citizen input on what they want from a cable provider.	12/18/2017	12/22/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Announcing partnerships for video and telephone	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Focus on Customer Service Excellence In this video we'll talk about the emphasis that IMU will place on training USR's and technicians to have top-notch customer service skills, as well as how IMU will be working to ensure quick response to customer issues	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
The Rollout This video will talk about how we plan to roll out services once the network is complete. Drops, installations, etc.	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
FAQ list Create a master document that can be viewed by all customer contact personnel that shows frequently asked questions and answers.			Curtis D. Chis L.	Curtis D.		40%	(Started)
Community Focus Groups Hold 2-3 community focus groups to gather input on various aspects of the IMU fiber project.		12/29/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Cable TV lineup		12/29/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
General pricing and product discussion		12/29/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)

Completed Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Community events	06/12/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Holiday Extravaganza Holiday Parade	06/12/2017	12/01/2017	Curtis D. Chis L.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Fiber Focus videos Construction starts	09/11/2017	11/30/2017	Curtis D. Chis L.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Fiber project community information Indianola Fiber Facebook page Create an Indianola Fiber Facebook page and use to post updates and engage citizens about the project.			.	Curtis D.		100%	Completed 07/18/2017 by Curtis D.
Ribbon cutting ceremony Invitations			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 08/02/2017 by Curtis D.
Governor Kim Reynolds Invitation sent through website on 7/19/17			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 08/02/2017 by Curtis D.
Senator Joni Ernst			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 08/02/2017 by Curtis D.
Senator Chuck Grassley			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 08/02/2017 by Curtis D.
US Representative David Young Des Moines office: (515) 282-1909. Sent release and invitation to Eric Baker, eric.baker@mail.house.gov			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
District 26 State Representative Scott Ourth scott.ourth@legis.iowa.gov			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
District 13 Senator Julian Garrett julian.garrett@legis.iowa.gov			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.

• City Council & Mayor			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• IMU Board of Trustees			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
Christopher Mitchell, Institute for Local Self Reliance Chris, a national advocate for municipal fiber networks, has agreed to attend and would be willing to say a few remarks about why community broadband networks are so important.			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
Warren County Economic Development Rachel Gocken, Interim Director rgocken@wcedc.com			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• Warren County supervisors			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/26/2017 by Curtis D.
Fiber project community information Indianola Fiber website www.indianolafiber.com is established as a sub-page of the indianolaiowa.gov site			.	Curtis D.		100%	Completed 07/18/2017 by Curtis D.
Ribbon cutting ceremony News Release for local and Des Moines media			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• Indianola Tribune & Record Herald			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• Business Record			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• Des Moines Register			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• WHO-TV			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• KCCI-TV			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.
• WOI-TV			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 07/25/2017 by Curtis D.

Ribbon cutting ceremony	Curtis will provide a PA and microphones for the event			Mike M. Curtis D. Chris D. Chis L.	Curtis D.		100%	Completed 08/08/2017 by Curtis D.
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Cable TV Development

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Develop pay TV package options	05/29/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Conduct citizen survey	08/01/2017	12/29/2017	Curtis D. Chis L.	Curtis D.		0%	Upcoming (Not started)
Conduct citizen focus groups	08/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Electric billing list	08/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Determine dates and locations	08/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Random selection of 30 names to invite	08/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Create postcard and mail (VistaPrint)?	08/01/2017	11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Create citizens advisory group for CATV development	06/09/2017	12/29/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
NCTC membership Complete membership application to National Cable Television Cooperative (NCTC). https://www.nctconline.org/index.php/join-us/become-a-member/membership-application	07/01/2017	11/30/2017	Kurt R. Curtis D.	Curtis D.		30%	Upcoming (Started)
NCTC launch paperwork	11/01/2017	04/01/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Retransmission Consent Agreements Negotiate retransmission consent agreements with Des Moines DMA broadcasters.			Curtis D.	Curtis D.		0%	(Not started)
Send notice of operation to Des Moines DMA broadcasters			Curtis D.	Curtis D.		0%	(Not started)

Ad insertion IMU will want to have its own ad insertion capabilities for two reasons. 1) If CFU is the signal source, you don't want ads for Cedar Falls businesses showing up on your customers' TV's. 2) It will create revenue for the utility 3) It will provide a valuable marketing resource to market new products and services to your customers, reinforce brand identity, etc.	06/01/2017	03/31/2018	Curtis D.	Curtis D.		50%	Upcoming (Started)
Local Programming	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Purpose	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Programming	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Chamber Channel A channel operated by the Chamber and partner companies (Webster Creative, etc) that would feature programming about Indianola Chamber members.	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Production Process	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Platform	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• TeleVue This is the platform used by MCG for the two Indianola local channels now.	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• Leightronix Nexus Ultra This is the platform that is used by Spencer and several other municipals	07/01/2017	03/31/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
FCC requirements https://www.ecfr.gov/cgi-b in/text-idx?SID=ed37380775c85ce623f7_af8860c3cf4d&mc=true&node=pt 47.4.76&rgn=div5	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
• FCC Form 322-Cable Community Registration <a href="https://apps.fcc.gov/coals< /a>">https://apps.fcc.gov/coals< /a> § 76.1801 Registration statement. (a) A system community unit shall be authorized to commence operation only after filing with the Commission the following information on FCC Form 322. (1) The legal name of the operator, entity identification or social security number, and whether the operator is an individual, private association, partnership, or corporation. If the operator is a partnership, the legal name of the partner responsible for communications with the Commission shall be supplied; (2) The assumed name (if any) used for doing business in the community; (3) The mailing address, including zip code; e-mail address, if applicable; and telephone number to which communications are to be directed;	12/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)

(4) The month and year the system began service to subscribers; (5) The name of the community or area served and the county in which it is located; (6) The television broadcast signals to be carried which previously have not been certified or registered; and (7) The FCC Registration Number (FRN). (b) Registration statements, FCC Form 322, shall be signed by the operator; by one of the partners, if the operator is a partnership; by an officer, if the operator is a corporation; by a member who is an officer, if the operator is an unincorporated association; or by any duly authorized employee of the operator. (c) Registration statements, FCC Form 322, may be signed by the operator's attorney in case of the operator's physical disability or of his absence from the United States. The attorney shall in that event separately set forth the reasons why the registration statement was not signed by the operator. In addition, if any matter is stated on the basis of the attorney's belief only (rather than the attorney's knowledge), the attorney shall separately set forth the reasons for believing that such statements are true.							
Public files	06/01/2017	04/30/2018	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Determine source for IPTV signals	06/12/2017	12/31/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
Cedar Falls Utilities	06/02/2017	12/31/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
MobiTV			Curtis D. Chris D.	Curtis D.		0%	(Not started)
Aureon			Curtis D. Chris D.	Curtis D.		0%	(Not started)
All signals In addition we'd need to figure out any collateral costs. If we need to establish a connection at 666 Walnut it would require a cross-connect MRC to building (Financial Center) plus transport costs from 312 8th St. If they did a direct connection with Aureon at Indianola they would not incur a XC fee but would still pay transport costs. In regards to IPTV, the per subscriber monthly rate will be \$4.25 per sub as of Dec 2017. In regards to Verimatrix, the only fee will be the \$10 one-time license fee per STB stream.			Curtis D. Chris D.	Curtis D.		0%	(Not started)
Des Moines off-air signals only			Curtis D. Chris D.	Curtis D.		0%	(Not started)
Midwest Video Solutions MVS is associated with WIN, which now operates the former Unity Point fiber. Since there is a Unity Point POP in Indianola, MVS would build the cost of transport into their quote for IPTV services. MVS might also be interested in leasing Des Moines DMA off-air signals from Indianola if you build antennas (revenue stream) or providing signals at no charge if you agree to host their reception equipment (cost reduction). That is not contingent on getting the rest of your signals from them.	06/12/2017	12/31/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)

	Determine middleware platform	06/12/2017	11/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
	Minerva (through CFU)	06/12/2017	11/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
	Innovative Systems (through Bellevue)	06/12/2017	11/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
	Innovative Systems (stand alone)	06/12/2017	11/30/2017	Curtis D. Chris D.	Curtis D.		0%	Upcoming (Not started)
	Determine DVR approach			Curtis D. Chris D.	Curtis D.		0%	(Not started)
	Network DVR (through CFU)			Curtis D. Chris D.	Curtis D.		0%	(Not started)
	Hard drive DVR			Curtis D. Chris D.	Curtis D.		0%	(Not started)
	Determine franchise requirements that IMU must meet Is Mediacom under a statewide franchise or local franchise? What requirements will IMU be forced under Iowa law to follow as well? Is MCG paying a franchise fee?			.	Curtis D.		0%	(Not started)
	Consider vMVPD (OTT) Options through NCTC NCTC has master agreements with two national vMVPD's (Sony Playstation Vue and FuboTV) and are negotiation with others. Consider offering this to customers who are broadband only.			.	Curtis D.		10%	(Started)

Completed Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Hard drive DVR Get quote for Amino DVR w/ MOCA and WiFi			Curtis D. Chris D.	Curtis D.		100%	Completed 06/13/2017 by Curtis D.

Internet Product Development

Active Tasks

	Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
	Product options (tiers and prices)			.	Curtis D.		0%	(Not started)

Policies			.	Curtis D.		0%	(Not started)
Acceptable use policy			.	Curtis D.		0%	(Not started)
Open internet policy			.	Curtis D.		0%	(Not started)
Privacy policy			.	Curtis D.		0%	(Not started)
Smart Home-Security Products Research available smart home & home monitoring products that IMU could offer to customers.			Kurt R.	Curtis D.		0%	(Not started)
Rural internet partnership Optionally, IMU could decide to provide connectivity to rural areas around Indianola through a fixed wireless solution either as an IMU service or in conjunction with a private partner.			Kurt R. Curtis D.	Curtis D.		0%	(Not started)

Telephone Product Development

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Develop service rules			Curtis D.	Curtis D.		0%	(Not started)
CPNI Policy			Curtis D.	Curtis D.		0%	(Not started)
Train staff on CPNI			Curtis D.	Curtis D.		0%	(Not started)
CLEC filing process Legal and regulatory process to file as a CLEC. Recommend working with Consortia Consulting on this piece.			Curtis D.	Curtis D.		40%	(Started)
ImOn (through CFU)			Curtis D.	Curtis D.		0%	(Not started)
MCG			Curtis D.	Curtis D.		0%	(Not started)
Alliance Connect (Aureon)			Curtis D.	Curtis D.		0%	(Not started)
Telephone switching partner Identify a partner for telephone switching. Consider issuing an RFP for telephone switching partners, with Consortia Consulting writing the RFP.			Curtis D.	Curtis D.		0%	(Not started)
MCG			Curtis D.	Curtis D.		0%	(Not started)

Review wholesale switching proposal from MCG MCG is preparing a proposal to provide wholesale switching services for IMU. Verbally, MCG has offered local switching and all features for \$2.00 per phone line. IMU would be responsible for arranging for a long distance carrier.		11/30/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
Alliance Connect (Aureon)			Curtis D.	Curtis D.		0%	(Not started)

Completed Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
Directory			Curtis D.	Curtis D.		100%	Completed 11/09/2017 by Curtis D.
Telephone switching partner ImOn (through CFU)			Curtis D.	Curtis D.		100%	Completed 09/07/2017 by Curtis D.

Staff Development

Active Tasks

Task	Start Date	Due Date	Responsible	Created By	Priority	Progress	Status
"Broadband 101" Staff Training	07/01/2017	11/30/2017	Curtis D.	Curtis D.		20%	Upcoming (Started)
Develop training curriculum	07/01/2017	11/30/2017	Curtis D.	Curtis D.		40%	Upcoming (Started)
Conduct staff training	12/01/2017	12/31/2017	Curtis D.	Curtis D.		0%	Upcoming (Not started)
USR sales and customer service training After first giving USR's a good overview of what customer service is all about, take a deeper dive into customer service and sales training. Perhaps utilize an outside resource like David Saxby for this and invite other municipals to share the cost			Curtis D. Chis L.	Curtis D.		0%	(Not started)
Training session(s)			Chis L.	Curtis D.		0%	(Not started)
Ongoing support materials			Chis L.	Curtis D.		0%	(Not started)

	Product Training			Curtis D. Chis L.	Curtis D.		0%	(Not started)
	Train ALL IMU personnel on the products and services that will be offered, pricing, philosophy, etc.							

Generated for Curtis Dean at 8:47AM 11/09/2017

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FTTP Project Implementation Report

November 13, 2017

Here is an update on work I performed on behalf of IMU in September & October 2017 as well as a preview of some of the upcoming tasks that will be worked on between now and the end of the year.

Project Coordination and Oversight

Upon hiring of Kurt Ripperger and Tom Gaffigan, my time spent on project coordination and oversight has been reduced. However, I did continue to provide support and assistance in several areas.

OSS/BSS

I participated in demonstrations from Cogsdale and CHR Solutions, two possible OSS/BSS providers. I also had discussions with Great Lakes Data Systems, which would be a billing option if you choose to not have a unified billing platform (keep electric/city and telecom systems separate).

I also had discussions with Eric Lampland of Lookout Point Communications about the sequence of decisions as it relates to choosing OSS and BSS platforms, particularly the need to first choose a fiber platform (Calix, ADTRAN, etc.) before making the OSS/BSS choice so interactivity can be assured.

Tech Support Partners

Once operational, IMU will want to strongly consider outsourcing customer technical support, especially on weekends and evenings. I had a discussion and demonstration with Momentum Telecom at the SCTE Cable-Tec Expo about their solution and have held phone conversations with both ISPN and Security Coverage about the same topic.

Product Development

Cable TV

I have continued to work on what options might exist for cable TV channels, including a review of existing channels available from Cedar Falls Utilities and comparing those available channels to Mediacom's existing lineup. Additionally, I will be working to provide additional comparisons versus DIRECTV and Dish Network. The goal of this review is to help develop a cable TV lineup at launch that will strike a good balance between consumer demand and programming cost.

During the SCTE Cable-Tec Expo in October, I visited with several vendors who could provide equipment and services as part of the cable TV service as well as telephone. I joined Rob Houlihan from CFU for a presentation by Amino, the primary manufacturer of IPTV set top boxes, regarding their upcoming new box powered by Android TV. This new type of equipment, available in early 2018, could provide a lower-cost option for IPTV set tops that also allow customers to integrate all their OTT apps onto the same box that they view IMU cable TV.

Internet

I performed an analysis of internet tiers and pricing for other Iowa municipal broadband providers in order to provide a comparison between the speeds and prices outlined in the business plan. I believe it will be necessary to revisit the business plan assumptions to more closely match consumer preferences and to meet marketplace demands.

Telephone

I joined staff in meeting with Jill Thornton of Consortia Consulting about IMU's options for telephone service. Jill informed us about an option that could lead to much less operating hassle than the simple wholesale lease of switching capacity that had been discussed with MCG. Kurt is reaching out to MCG to discuss how that modified relationship would affect MCG's pricing. Tom has a proposed engagement agreement with Consortia to assist with that process.

Marketing and Community Relations

Marketing Plan Development

Chris Longer and I held an initial brainstorming session with the utility service representatives (USR's) to begin developing a framework for the comprehensive marketing plan. Since these are the "front line" in the upcoming roll out of services, it is important to gather their input on how we should position ourselves in the marketplace. Additional such brainstorming sessions will be held with both the USR's and, as field staff grows, the technical staff to further refine our approach.

In conjunction with my associate Jon Anne Willow at Crystal Clear Communications, I will be working through the end of the year to develop the product marketing approach and overall plans for marketing efforts. This will include:

- 1) Working with Tom and staff and with Board input, developing an overall vision of how IMU will conduct itself as a telecommunications provider
- 2) Within the parameters of this vision, develop a marketing strategy to guide IMU moving forward.
- 3) Develop positioning statements, slogans, taglines, etc. that will be used in marketing efforts.
- 4) Develop the tools and tactics that will be used to convey our marketing message to consumers.

Fiber Focus Videos

In September, I posted the first "Fiber Focus" video on Facebook talking about the beginning of construction and why construction was starting where it did. The next "Fiber Focus" will be an interview with Tom Gaffigan as a "get to know the new GM" piece. Other future topics could include further updates on construction, an interview with Kurt Ripperger about all the tasks that will be done during the winter months, etc.

Community focus groups

I plan to hold 2-3 customer focus groups in November and December to gather small-group input on several issues. One meeting will focus primarily on cable TV lineup development, gathering input from customers about packages as well as individual channel preferences. Another meeting would be a general discussion on pricing and products.

Survey

I plan to conduct a community-wide survey after the focus groups to gather further input and to engage citizens about the fiber project. Development of the questions for that survey will be based on feedback from the focus group as well as staff and the board.

Staff Development

Utility/city staff members are excellent at their job, but their job is about to change significantly. Since their overall level of knowledge about broadband products and services is low, we will be developing a “Broadband 101” training to help them understand the telecommunications industry in general and specifically the products and services that IMU will be offering.

Following the “Broadband 101” training, we will next want to provide comprehensive customer service and sales training for the staff, both USR’s and technicians. There are some excellent outside resources that can be used to provide this type of training. Measure-X is a company that both Cedar Falls and Muscatine have used for staff development and would do an excellent job. To share the cost of this training, I would recommend reaching out to other municipalities in Iowa to see if they would be willing to participate.

Contact Information

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

Curtis Dean

curtis@smartsourceconsulting.com

515-650-0251

IMU Regular Downstairs

10.A.

Meeting Date: 11/13/2017

Information

Subject

Consider cancelling the December 25, 2017 Trustee Meeting or scheduling it for another date

Information

As our second Trustee meeting in December falls on Christmas Day, staff would like to discuss either cancelling this meeting or rescheduling it for another date. Making the decision now will allow for any items that may arise to be considered at the December 11th meeting.

Simple motion is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/13/2017

Information

Subject

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

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.
