INDIANOLA MUNICIPAL UTILITIES

Electric • Telecommunications • Water

IMU Board of Trustees of the
Electric, Water and Telecommunications Utilities
December 10, 2018
City Hall Council Chambers
5:30 p.m.

Agenda

1. Call to Order

2. Roll Call

3. Public Comments

4. Consent Agenda

   A. Claims list for December 3, 2018

   B. Minutes from November 26, 2018

   C. Quarterly Write Offs to State Offset Program

5. Electric Utility Informational Items

6. Water Utility Action Items

   A. 2018 Water Plant Update

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

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

      3. Resolution awarding contract

7. Water Utility Informational Items

8. Communications Utility Action Items

A. Consider change order #2 in an amount of $5,478.67 from DDVI, Inc. for the IMU Fiber Building

B. Consider approval of updated agreements with Cedar Falls Utilities for Transport and Internet Bandwidth

C. Consider a Resolution Amending the Municipal Communication Residential Utility Rates and Charges

D. Consider a Resolution Amending Commercial/Business Municipal Communications Utility Rates and Charges

9. Communications Utility Informational Items

10. Combined Electric, Water and Communications Utilities Informational Items

A. Presentation of the draft Capital Improvement Plan (CIP)

11. Other Business

12. Adjourn

IMU Regular Downstairs **4.A.**

Meeting Date: 12/10/2018

Information

Subject

Claims list for December 3, 2018

Information

Fiscal Impact

Attachments

Claims

eLation Claims

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WATER OPERATING FUND				
BRAND, JUSTIN	600-8180-61440	WELLNESS SEPT - NOV	11/14/2018	45.00
CR SERVICES	600-8110-65500	SAFETY T-SHIRTS	11/12/2018	69.30
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-09	10/03/2018	37.97
DES MOINES REGISTER MEDIA	600-8190-64020	BT MIN-10	10/03/2018	28.06
EXTINGUISHER COMPANY, TH	600-8120-63410	ANNUAL FIRE EXTINGUISHER INSPECTIONS	11/14/2018	96.00
GRAYMONT WESTERN LIME IN	600-8110-65010	HIGH CALCIUM QUICKLIME	11/12/2018	4,613.60
HACH COMPANY	600-8110-65012	CHLORINE RGT	11/13/2018	186.00
IOWA ONE CALL	600-8110-64990	WA-LOCATING NOTIFICATION/692 TICKETS	11/14/2018	622.80
IOWA RURAL WATER ASSOC	600-8110-62100	2019 DUES	11/15/2018	375.00
MCCOY HARDWARE INC	600-8120-65070	TUBE BRUSHES/HARDWARE	11/15/2018	16.88
MUNICIPAL ENERGY AGENCY	600-8110-63710	PURCHASED POWER - OCT 18 (WELL KWH)	11/08/2018	1,407.87
MUNICIPAL SUPPLY INC	600-8110-65010	GRANULAR CHLORINE	11/08/2018	164.00
PIERCE BROTHERS REPAIR	600-8150-65072	STRAIGHTEN SHUTOFF ROD	10/30/2018	18.00
SHULL, DOUG	600-8190-64990	TREASURER CONTRACT	11/19/2018	15.84
U.S. CELLULAR	600-8110-63730	CELL PHONES - 4	11/12/2018	175.49
Total WATER OPERATING FUND:				7,871.81
IMU ADMINISTRATION FUND				
DES MOINES WATER WORKS	620-8090-65080	WATER WORKS OCTOBER POSTAGE	11/12/2018	3,465.39
IND CHAMBER OF COMMERCE	620-8091-62100	2019 CHAMBER DUES	11/16/2018	625.00
IOWA PRISON INDUSTRIES	620-8090-63100	HANDICAP/TOW SIGNS	11/09/2018	71.20
LONGER, CHRIS	620-8091-61440	WELLNESS - OCTOBER 2018	11/26/2018	25.00
MID AMERICAN ENERGY CO.	620-8090-63710	210 W 2ND GAS BILL FOR NOVEMBER ACCT# 90610-25056	11/14/2018	25.72
Total IMU ADMINISTRATION FUND:				4,212.31
ELECTRIC OPERATING FUND				
ASPEN EQUIPMENT	630-8260-63320	REPAIRS ON UNIT #6	11/20/2018	1,327.26
CCP INDUSTRIES INC.	630-8220-65072	SHOP TOWELS	11/12/2018	220.34
CINTAS CORPORATION	630-8250-65072	FIRST AID SUPPLIES	11/09/2018	47.26
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-10	10/03/2018	106.29
DES MOINES REGISTER MEDIA	630-8190-64020	BT MIN-09	10/03/2018	143.91
DITCH WITCH - IOWA INC	630-8250-65072	LOCATOR CLAMP	11/19/2018	527.67
DUST PROS JANITORIAL	630-8220-64090	MONTHLY CLEANING - NOVEMBER - ADMIN/ELECTRIC	11/20/2018	1,177.00
DUST PROS JANITORIAL	630-8220-64090	JANITORIAL SUPPLIES	11/20/2018	40.29
DUST PROS JANITORIAL	630-8250-65072	JANITORIAL SUPPLIES	11/20/2018	414.89
GAFFIGAN, TOM	630-8290-62700	MILEAGE/MEALS	11/16/2018	429.69
IOWA ONE CALL	630-8240-65990	EL-LOCATING NOTIFICATION - 688 TICKETS	11/14/2018	619.20
MID AMERICAN ENERGY CO.	630-8240-63710	13231-12049 1300 E IOWA BLDG B	11/15/2018	40.61
MID AMERICAN ENERGY CO.	630-8210-63710	52390-25019 BOILER GAS	11/16/2018	742.42
MID AMERICAN ENERGY CO.	630-8210-63710	07991-36014 11635 R63 HWY	11/08/2018	10.00
MID AMERICAN ENERGY CO.	630-8240-63710	26311-18026 1300 E IOWA BLDG A	11/15/2018	56.08
MUNICIPAL ENERGY AGENCY	630-8230-63990	WIND & LANDFILL GAS ATRIBUTES - OCT 18	11/08/2018	34,476.00
MUNICIPAL ENERGY AGENCY	630-8200-45629	20% 69KV 30.9 CREDIT/ADMIN FEE - OCT 18	11/08/2018	9,340.50-
MUNICIPAL ENERGY AGENCY	630-8230-63991	PURCHASED POWER - OCT 18 (NET ELECTRIC)	11/08/2018	706,181.45
MUNICIPAL ENERGY AGENCY	630-8230-63992	TRANSMISSION - OCT 18	11/08/2018	75,367.05
MUNICIPAL ENERGY AGENCY	630-8230-63991	IND TRANS SYSTEM OPERATOR CHARGE - OCT 2018	11/05/2018	5,141.54
NORWALK READY-MIXED CON	630-8250-65072	CONCRETE FOR GATE RETAINING WALL	11/08/2018	355.00
P & E ENGINEERING CO.	630-8210-64070	ENGINEERING WORK AT WEST SIDE SUBSTATION	11/14/2018	3,598.86
PAC-VAN INC	630-8250-64990	TEMP OFFICE SPACE	11/15/2018	481.80
PIERCE BROTHERS REPAIR	630-8250-65072	FLAG POLE	10/22/2018	72.76
SHULL, DOUG	630-8290-64990	TREASURER CONTRACT	11/19/2018	60.00
U.S. CELLULAR	630-8240-63730	CELL PHONES - 9	11/12/2018	394.86
VERMEER SALES & SERVICE	630-8260-65072	FILTER FOR VERMEER	11/06/2018	16.00
VERMEER SALES & SERVICE	630-8260-65072	REPAIR KIT ON VERMEER	11/08/2018	47.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total ELECTRIC OPERATING FUND:				822,754.73
FIBER/COMMUNICATIONS FUND				
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-10	10/03/2018	13.28
DES MOINES REGISTER MEDIA	640-8590-64020	BT MIN-09	10/03/2018	17.99
SHULL, DOUG	640-8590-64990	TREASURER CONTRACT	11/19/2018	7.50
U.S. CELLULAR	640-8550-63730	CELL PHONES -3	11/12/2018	129.86
Total FIBER/COMMUNICATIONS FUND:				168.63
ELECTRIC CAPITAL PROJECTS FUND				
BEAR COMMUNICATIONS LLC	730-8200-67601	FIBER DROPS (37)	11/04/2018	25,626.37
BEAR COMMUNICATIONS LLC	730-8200-67601	FIBER DROPS (61)	11/11/2018	39,326.01
BORDER STATES INDUSTRIES	730-8200-67906	FLOOD SEAL CONNECTORS	11/07/2018	1,159.79
BORDER STATES INDUSTRIES	730-8200-67906	250 WATT HPS BULBS	11/12/2018	118.77
BORDER STATES INDUSTRIES	730-8200-67906	TRANSFORMER BASEMENT PATCHES	11/19/2018	229.52
HOFFMAN COMMUNICATIONS	730-8200-67311	NEW LINE CONSTRUCTION BORE	11/16/2018	10,000.00
METERING & TECHNOLOGY SO	730-8200-67906	ELECTRIC METERS	11/07/2018	878.44
MUNICIPAL ENERGY AGENCY	730-8200-45629	80% 69 KV 30.9 CREDIT/ADMIN FEE - OCT 18	11/08/2018	37,362.01-
TEAM SERVICES INC	730-8200-67909	NEW LINE SHOP - TESTING SERVICES	11/15/2018	887.50
TELCOM CONSTRUCTION INC	730-8200-67601	DROP INSTALLATION	11/24/2018	22,934.05
TERRY-DURIN CO.	730-8200-67906	LED LIGHTS	11/05/2018	1,498.00
TERRY-DURIN CO.	730-8200-67906	LED LIGHTS	11/05/2018	2,568.00
TERRY-DURIN CO.	730-8200-67601	9,000' PULL TAPE	11/05/2018	262.38
TERRY-DURIN CO.	730-8200-67601	30,000' PULL TAPE	11/12/2018	874.61
TERRY-DURIN CO.	730-8200-67906	2" MORRIS COUPLINGS	11/19/2018	151.10
WASTE SOLUTIONS OF IA	730-8200-67909	PORTABLE TOILETS - CONSTRUCTION PROJECT	11/06/2018	127.20
WESCO	730-8200-67906	COMPRESSION CONNECTORS	11/05/2018	77.25
WESCO	730-8200-67906	PULLING LUBE - 5 GALLONS EACH	11/08/2018	134.52
WESCO	730-8200-67906	350 MCM URD WIRE	11/09/2018	5,221.60
WESCO	730-8200-67906	4S METER PEDS	11/19/2018	621.46
Total ELECTRIC CAPITAL PROJECTS FUND:				75,334.56
Grand Totals:				910,342.04

Board of Trustees: ______________________________

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AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, November 29, 2018
3:21:11 PM

Vendor Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
Account To Be Paid From	**0000-11101-999**								
Beck Electric - VEND-1027									
12/28/2018	Conduit & wiring to office from hut	Net 30	1,188.00	0.00	15.00	1,188.00	1,188.00	15458	BL-1259
						1,188.00	**1,188.00**		
Calix Inc - VEND-1028									
11/26/2018	844G-1 ONT's and Battery Back Ups	Net 30	27,685.54	0.00	15.00	27,685.54	27,685.54	1384463	BL-1266
						27,685.54	**27,685.54**		
City Of Indianola - VEND-1008 - BL-1246									
12/27/2018	Sept, Oct and Nov 2018 all paid in the month c	Net 30	234.92	0.00	15.00	234.92	234.92	Life, ADD, LTD, STD	BL-1246
						234.92	**234.92**		
City Of Indianola - VEND-1008 - BL-1267									
12/29/2018	To Reimburse 1118 Payroll Expenses in Case	Net 30	57,738.92	0.00	15.00	57,738.92	57,738.92	November 2018 Payroll	BL-1267
						57,738.92	**57,738.92**		
Consortia Consulting - VEND-1009									
12/15/2018	Telecom Consulting	Net 30	1,650.00	0.00	15.00	1,650.00	1,650.00	19569	BL-1247
						1,650.00	**1,650.00**		
Convergint Technologies LLC - VEND-1082									
12/12/2018	Access Control Install Prepayment	Net 30	3,059.92	0.00	15.00	3,059.92	3,059.92	111SNH0529	BL-1248
						3,059.92	**3,059.92**		
DDVI Inc. - VEND-1046									
12/21/2018	Pay App #6 - Telecom Bldg	Net 30	5,204.74	0.00	15.00	5,204.74	5,204.74	Pay App #6	BL-1263
						5,204.74	**5,204.74**		
Dust Pros Janitorial - VEND-1011									
12/3/2018	December 2018 Office Cleaning	Net 30	856.00	0.00	15.00	856.00	856.00	1982	BL-1249
12/3/2018	Materials & Supplies	Net 30	40.29	0.00	15.00	40.29	40.29	1983	BL-1250
						896.29	**896.29**		
ECHO Group, Inc - VEND-1061									
10/21/2018	Conduit and Couplings	Net 30	703.68	0.00	15.00	703.68	703.68	S7770788.001	BL-1251
12/15/2018	Conduit and Couplings	Net 30	645.79	0.00	15.00	645.79	645.79	S7847444.001	BL-1252

AP Check Preview

Date Range: All Dates

Indianola Municipal Utilities

Thursday, November 29, 2018
3:21:11 PM

Vendor / Due Date	Notes	Terms	Bill Total	Discount	Interest	Amount Due	Payment	Invoice Number	Bill Number
						1,349.47	**1,349.47**		
Iowa One Call - VEND-1015									
12/14/2018	Locates Tickets - 355	Net 30	319.50	0.00	15.00	319.50	319.50	206970	BL-1253
						319.50	**319.50**		
Jeromy Hoffman - VEND-1047									
12/26/2018	Reimbursement for Arrow Fastener	Net 30	9.48	0.00	15.00	9.48	9.48	112-5914409-1328221	BL-1254
						9.48	**9.48**		
Mid American Energy Co - VEND-1018									
12/14/2018	110 S B Utilities	Net 30	143.32	0.00	15.00	143.32	143.32	5018318118	BL-1255
						143.32	**143.32**		
Patriot Communications LLC - VEND-1036									
12/25/2018	Site Surveys, Internet, FTTHx	Net 30	12,595.00	0.00	15.00	12,595.00	12,595.00	1542	BL-1256
						12,595.00	**12,595.00**		
Power & Tel - VEND-1037									
12/9/2018	Jumpers	Net 30	2,163.50	0.00	15.00	2,163.50	2,163.50	6545556-00	BL-1260
12/14/2018	Closure & Tray	Net 30	2,178.67	0.00	15.00	2,178.67	2,178.67	6569838-00	BL-1261
12/20/2018	Splitter Planar Cabinet	Net 30	19,009.58	0.00	15.00	19,009.58	19,009.58	6572845-00	BL-1262
						23,351.75	**23,351.75**		
Terry-Durin Co - VEND-1038									
12/24/2018	Couplings	Net 30	139.10	0.00	15.00	139.10	139.10	18691-00	BL-1258
						139.10	**139.10**		
		Check Count:	**15**		Totals:	**$135,565.95**	**$135,565.95**		

IMU Regular Downstairs **4.B.**

Meeting Date: 12/10/2018

Information

Subject

Minutes from November 26, 2018

Information

Fiscal Impact

Attachments

Minutes

BOARD OF TRUSTEE MINUTES
REGULAR SESSION – NOVEMBER 26, 2018

The Board of Trustees met in regular session at 5:30 p.m. on November 26, 2018 in the City Hall Council Chambers. Chairperson Adam Voigts called the meeting to order and on roll call the following members were present: Lesley Forbush, Jim McClymond, Mike Rozga, Adam Voigts and Deb White.

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

Claims list for November 19, 2018

Minutes from November 12, 2018 – with the following correction:
"It was moved by McClymond and seconded by Rozga to approve the notification, as required by law, from Warren Water to service the residence at 11425 90th Avenue. Question was called for and on voice vote the Chairperson declared the motion carried unanimously."

Electric Utility Action Items
A motion was made by McClymond and seconded by White to approve the purchase of a new brush chipper from Midwest Underground of Bondurant, Iowa in an amount of $29,900 plus tax (includes a one-year warranty). Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

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

Water Utility Action Items
Change order #3 in an amount of ($2,129.65) for the 2018 Capital Street Improvement Project was approved on a motion by Rozga and seconded by McClymond. Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

Water Utility Informational Items – Lou Elbert, Water Superintendent, presented the Water Utility Informational items.

Communications Utility Action Items
A motion was made by White and seconded by McClymond to approve an extension through December 2018 from Excel Utility Contractors for the 2017 Fiber To The Home Project (Construction). Question was called for and on voice vote the Chairperson declared the motion carried unanimously.

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

Combined Electric, Water and Communications Utilities Informational Items
Arlen Schrum of Shull and Co. presented the draft annual audit report.

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

Adam Voigts, Chairperson	Diana Bowlin, City Clerk

IMU Regular Downstairs **4.C.**

Meeting Date: 12/10/2018

Information

Subject

Quarterly Write Offs to State Offset Program

Information

Attached are the third quarter (June-August) 2018 uncollected electric and water billings that will be sent to the state offset program. The amount for the Electric Utility is $22,765.67 and the amount for the Water Utility is $3,533.99.

Fiscal Impact

Attachments

Write Offs

December 2018

(Billed from June 2018 thru August 2018)

Electric Billed	$4,416,438.28
Electric Sent to State Offsets	$22,765.67
Water Billed	$663,066.76
Water Sent to State Offsets	$3,533.99

Total # of accounts wrote off - 73

Service	Total Dollar Amount
Electric	$22,765.67
Water	$3,533.99
Sewer	$4,429.97
Recycling	$640.77
Disconnect Notice Fee	$1,650.97
I&I	0
Daamged Meter	0
Stormwater Fee	$153.05

Grand Total $33,174.42

IMU Regular Downstairs **6.A.**

Meeting Date: 12/10/2018

Information

Subject

2018 Water Plant Update

Information

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **6.A.1.**
Meeting Date: 12/10/2018

Information

Subject

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

Information

The first order of business is to hold the public hearing on the plans, specs, form of contract and estimate of cost. The Project consist of the following:

Softening and re-carbonation tank re-coating
Construct softening and re-carbonation tank re-coating, including all labor, materials and equipment necessary to fully blast and re-coat the interior and exterior of the two lime softening tanks, single re-carbonation tank, and exterior of raw water process piping and miscellaneous associated work, including cleanup.

The Chair will open the public hearing for comments and then close the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

IMU Regular Downstairs **6.A.2.**
Meeting Date: 12/10/2018

Information

Subject

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

Information

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

Roll call is in order.

Fiscal Impact

Attachments

Resolution

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2018 Water Plant Update Project for Indianola Municipal Utilities, Indianola, Iowa. The Chair called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

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

RESOLUTION NO. 2018-____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the ____th day of _____, 2018, plans, specifications, form of contract and estimate of cost were filed with the City Clerk for the Indianola Municipal Utilities, for certain public improvements described in general as the 2018 Water Plant Update Project for Indianola Municipal Utilities, Indianola, Iowa, and

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

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

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

PASSED AND APPROVED this 10th day of December, 2018.

____
ADAM VOIGTS, Chair

ATTEST:

____
DIANA BOWLIN, City Clerk

IMU Regular Downstairs **6.A.3.**
Meeting Date: 12/10/2018

Information

Subject

Resolution awarding contract

Information

The final item to consider is the resolution awarding the contract (packet). Bids will be received at 2:00 p.m. on December 10, 2018 and will be presented at the meeting.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

The Chair then announced that the City Clerk and the Water Superintendent had opened and tabulated the bids for the public improvements described in general as the 2018 Water Plant Update 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 and the Water Superintendent

Company and Address	Bid

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

AYES:

NAYS:

Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2018-_____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _________of ____________in the amount of $_______ for the 2018 Water Plant Update Project for Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by this Board on the 10th day of December 2018, is accepted, it being the lowest responsible bid for the work and materials.

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

PASSED AND APPROVED this 10th day of December, 2018.

____
Adam Voigts, Chair

ATTEST:

____
DIANA BOWLIN, City Clerk

IMU Regular Downstairs **8.A.**

Meeting Date: 12/10/2018

Information

Subject

Consider change order #2 in an amount of $5,478.67 from DDVI, Inc. for the IMU Fiber Building

Information

In your packet is change order #2 in an amount of $5,478.67 for the IMU Fiber Building. The change order includes:

Add upper cabinets at the printer alcove - 4 hours of installation	$1,295.00
Add base cabinet in Tech Room 105 to conceal water meter and backflow preventer - 6 hours of installation	$1,570.00
Add walk off carpet to vestibule 103	$477.55
Add two data drops in Tech Room 105	$1,761.12
Modify interior railing to prevent impeding forklift access to the mezzanie	$375.00
Total	$5,478.67

Simple motion is in order.

Fiscal Impact

Attachments

Change Order

AIA® Document G701™ – 2017

Change Order

PROJECT: *(Name and address)*	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Indianola Municipal Utilities 111 South Buxton Street, Indianola, Iowa.	Contract For: General Construction Date: April 10, 2018	Change Order Number: 002 Date: November 9, 2018
OWNER: *(Name and address)* Indianola Municipal Utilities 111 South Buxton Street Indianola, IA 50125	**ARCHITECT:** *(Name and address)* Martin Gardner Architecture, P.C. 700 11th Street Suite 200 Marion, IA 52302	**CONTRACTOR:** *(Name and address)* DDVI, Inc. 1817 N 7th Street Indianola, IA 50125

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
See attached Change Order #2 backup dated November 9, 2018.

The original Contract Sum was	$	488,705.00
The net change by previously authorized Change Orders	$	13,366.95
The Contract Sum prior to this Change Order was	$	502,071.95
The Contract Sum will be increased by this Change Order in the amount of	$	5,478.67
The new Contract Sum including this Change Order will be	$	507,550.62

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be September 4, 2018 with Final Completion no later than October 4, 2018.

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

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

Martin Gardner Architecture, P.C.	DDVI, Inc.	Indianola Municipal Utilities
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
Kyle Martin, AIA, LEED AP, President	Gina Piper, President	Herbert T. Gaffigan, Jr., General Manager
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
11/19/2018	11-12-18	
DATE	**DATE**	**DATE**

IMU - Telecommunications Building	C.O. #2	Martin Gardner Architecture
N0367.01	11/09/2018	319-377-7604

DDVI PCO#			Increase / (Decrease)
11	Eyewash replacement not accepted. It will be repaired or replaced outside of the construction contract.		$0.00
12	Add upper cabinets at the printer alcove. Installation 4 hours.	**Subtotal:**	$1,295.00
13	Add base cabinet in Tech Room 105 to conceal water meter and backflow preventer. Installation 6 hours.	**Subtotal:**	$1,570.00
14	Add walk off carpet to vestibule 103.	**Subtotal:**	$477.55
15	Add two data drops in Tech Room 105	**Subtotal:**	$1,761.12
16	Modify interior railing to prevent impeding forklift access to the mezzanine.	**Subtotal:**	$375.00
		Total C.O. #2:	$5,478.67

IMU Regular Downstairs **8.B.**

Meeting Date: 12/10/2018

Information

Subject

Consider approval of updated agreements with Cedar Falls Utilities for Transport and Internet Bandwidth

Information

CFU requested that IMU amends the existing Transport and Internet Bandwidth contracts that were approved on March 26, 2018 and April 23, 2018 respectfully. CFU has asked that we drop the term "telecommunications" from the agreements and replace it with "communications". The term telecommunications is creating confusion with USAC (Universal Service Administrative Company) regarding which services CFU provides to IMU were subject to Universal Services Fees. The only other changes were to use December 1, 2018 as a start date for billing on both agreements. The previous agreement had stated a start date when "IMU connected their first customer."

Simple motion is in order.

Fiscal Impact

Attachments

Transport Agreement

28E Agreement

Inter-Government Agency
CEDAR FALLS UTILITIES
COMMUNICATIONS
TRANSPORT SERVICES AGREEMENT
Iowa Code Section 28E.12

This Communications Transport Services Agreement ("Agreement") is made and entered into this _____ day of ___________________ 2018, by and between the MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, IOWA (hereinafter "CFU"), and the Indianola Municipal Utilities, 111 South Buxton Street, Indianola, Iowa 50125, Iowa (hereafter "IMU").

WHEREAS, IMU, a city utility established under Iowa Code Chapter 388, desires to obtain fiber communication services, and;

WHEREAS, CFU, a city utility established under Iowa Code Chapter 388 and a non-common carrier, has fiber transport facilities and desires to provide communication services from such fiber capacity and facilities; and

WHEREAS, the parties entered into an Agreement, dated April 11, 2018, communications services, and this Communications Transport Services Agreement supersedes and replaces said Agreement.

NOW THEREFORE, the parties agree as the purpose of this Agreement to use available fiber capacity and facilities from CFU for the objective of benefiting the subscribers of IMU, thereby achieving the objective of benefitting the subscribers of both Utilities by wise use of available resources and capacity, preventing duplication and enabling beneficial use of facilities, and therefore set forth the following powers, rights and responsibilities of the contracting parties, to-wit:

1.0 INCORPORATION OF RECITALS, SCHEDULES AND EXHIBITS. All recitals, schedules and exhibits identified in this Agreement and attached hereto, are hereby incorporated into the Agreement by this reference.

2.0 SERVICE LOCATIONS. For the purposes of this Agreement, the Principal place of business for IMU is defined as 111 South Buxton Street, Indianola, IA 50125.

3.0 PROVISION OF SERVICES. CFU, as a non-common carrier, shall provide IMU the following services at the CFU Rack located at 666 Walnut, Suite 1240, Des Moines, IA:

- 3.1 Video Transport - A 2Gb VLAN will be provisioned to meet initial minimum requirements. During the term of the Agreement, transport capacity can be increased as necessary. Transport options and rates are defined in Exhibit A.
- 3.2 Colocation – CFU will provide IMU rack unit (RU) space. The rate per RU is $35.00 per month.

3.3 IMU will be responsible for any “Smart Hands” support fees provided by the colocation operator.

3.4 IMU is responsible for fees for any cross connects needed.

4.0 OBLIGATIONS OF THE PARTIES.

4.1 CFU shall be responsible for the operation and maintenance of the service. CFU will provide IMU prior notice, not less than five (5) days, to any scheduled maintenance or outage.

4.2 The fiber path between Cedar Falls and Indianola will be a combination of CFU-owned and IMU-owned fiber. In the event of the CFU-owned fiber path being changed due to repair, maintenance, removal, or abandonment of the current fiber cabling, IMU will be notified in advance of such changes. IMU shall not be financially responsible for any expenses associated with such path changes, provided they are not initiated by IMU.

4.3 Service Level Agreement: CFU will use professional best efforts to resolve issues with the service 24x7. CFU will respond to any outage or degradation of service within four (4) hours and will provide regular updates to IMU while the issue is being resolved.

5.0 TERM. This Agreement shall be a three (3) year term and shall begin December 1, 2018. This Agreement shall automatically renew for additional one-year periods following the expiration date if neither party gives the other notice of termination at least three (3) months in advance of the expiration date of the original term or any one year extension thereof.

6.0 PAYMENT. CFU shall invoice IMU for all services provided in Section 3.0, and IMU shall pay such invoice as per the terms and conditions defined therein.

7.0 TERMINATION.

7.1 Default in Payment. Upon default by IMU in making any of the payments required herein, this Agreement may, at the option of CFU, be terminated; provided, however, before any such termination, CFU shall give IMU written notice pursuant to Section 10.0 specifying the default and stating that this Agreement will be terminated and forfeited within fifteen (15) days after delivery of such notice, unless such default is remedied within said fifteen (15) days.

7.2 Contrary to Law. If at any time during the term of this Agreement, either CFU or IMU determine that its continued performance under the terms of this Agreement is contrary to law, then the Agreement may be immediately terminated by written notice provided by the terminating party to the other party.

7.3 Early Termination. If IMU chooses to terminate this Agreement early, IMU shall pay CFU the total due CFU based on the full term total fee charge, less any payments made to date.

8.0 FORCE MAJEURE.

8.1 Notice. In the event either party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure condition, then the obligations insofar as they are affected by such Force Majeure condition will be suspended during the continuance of the Force Majeure condition.

8.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected party. Force Majeure conditions include, without limitation: acts of God, natural disaster, war, insurrection or other unlawful act against public order or authority; failure of satellite transmission facilities or upstream Internet access providers which affect CFU's ability to deliver broadband or headend services; explosion, fire, freezing or other accidents or acts of sabotage causing breakage of, or damage to, machinery, signal transmission lines, equipment or related signal delivery facilities.

8.3 Payment Obligation. The parties agree that a change in price or market conditions does not constitute a Force Majeure Condition.

9.0 LIABILITY AND INDEMINIFICATION

9.1 IMU hereby agrees to indemnify CFU against, and to hold CFU harmless from any liability, loss, damage and expense, including, without limitation, reasonable attorney fees and costs which are asserted or instituted, arising from breach, or asserted by any third party claiming rights under this Agreement. IMU shall bear all liability to third parties.

9.2 CFU shall have no responsibility to IMU for damage to underground cables and/or other facilities within any right-of-way appurtenant to or servicing the Property that is mislocated or not constructed or installed in accordance with national electric codes or local utility codes.

9.3 CFU agrees to hold IMU harmless from any physical property damages caused by CFU, its employees or agents growing out of installation or maintenance of the system, unless such damages are the result of negligent installation or maintenance by IMU.

10.0 NOTICES. Any notice, or other communication required or permitted under this Agreement (collectively a "Notice") shall be (a) in writing and (b) addressed by the sender to the other party at the address or number and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

(a) If to the Municipal Communications Utility of the City of Cedar Falls	Contract Administration Cedar Falls Utilities P.O. Box 769 Cedar Falls, Iowa 50613 Email: cfucontracts@cfunet.net Fax: 319-266-8158
(b) If to the Indianola Communications Utility	Mr. Kurt Ripperger Telecommunications Superintendent 111 South Buxton Street, PO Box 356 Indianola, IA 50125 Email: kripperger@indianolaiowa.gov Phone: 515-962-5283

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by fax (on the condition that a copy of the notice is mailed as set forth below on the same day and the sending party has confirmation of transmission receipt of the notice), or (ii) on the third day after the notice is postmarked for mailing by first class, postage prepaid, certified, or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

11.0 OPERATING PROCEDURES. The parties agree that, if necessary, they will endeavor to develop written operating procedures, which will cover the protocol under which the parties will perform their respective obligations under this Agreement. The parties agree that upon the termination of this Agreement they shall cooperate and take all reasonable steps to discontinue the service in good faith. CFU shall retain ownership of the equipment and fiber optic cable it installed.

12.0 CFU'S REPRESENTATIONS. CFU represents and warrants as follows:

12.1 CFU is a municipal communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.

12.2 CFU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby. The Board of Trustees of CFU has adopted a resolution approving this Agreement.

12.3 This Agreement is a legal, valid and binding obligation of CFU enforceable in accordance with its terms.

13.0 IMU'S REPRESENTATIONS. IMU represents and warrants as follows:

13.1 IMU is a municipal communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.

13.2 IMU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby. The Board of Trustees of IMU has adopted a resolution approving this Agreement.

13.3 This Agreement is a legal, valid and binding obligation of IMU enforceable in accordance with its terms.

14.0 MISCELLANEOUS

14.1 Assignment. No party hereto shall assign this Agreement or delegate any of its duties, obligations, responsibilities or rights without the prior written consent of the other party, which consent shall not be unreasonably withheld.

14.2 Third Parties. Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the signatory parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

14.3 Law/Exclusive Venue. This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, and the exclusive venue for all actions arising out of this Agreement (including any action for declaratory relief) shall be in Black Hawk County, Iowa. The parties agree to arbitration as the exclusive dispute resolution process pursuant to code of Iowa Chapter 679A.

14.4 Limitation of Remedies.

14.4.1 The exclusive remedy of IMU shall be the recovery of monthly fees paid to CFU during which the services were not provided. IMU shall not have any other remedy at law or in equity.

14.4.2 Notwithstanding any provision of this Agreement to the contrary, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive or consequential damages, whether foreseeable or not, arising out of, or in connection with, transmission interruptions or problems, or any interruption or degradation of service, including, but not limited to, damage or loss of property or equipment, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers, whether occasioned by any construction, reconstruction, relocation, repair or maintenance performed by, or failed to be performed by, the other party or any other cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence, or strict liability. All claims for such damages are hereby specifically waived.

14.5 CFU Service Policies and Limitations. All CFU service policies are incorporated herein as published and amended from time to time hereafter. In the event of any conflict between the terms of this Agreement and the CFU service policies, the terms of this Agreement shall be accorded priority and shall be controlling. The parties agree that the CFU service policies do not provide remedies to IMU in addition to the exclusive remedy set forth in this Agreement. Except as expressly stated herein, this Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, representations, warranties, statements, promises and understandings. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

14.6 Modification. This Agreement shall not be amended, changed, modified, waived, discharged or terminated except in writing signed by the party or parties against which enforcement of the change, waiver, modification or amendment is sought.

14.7 Savings Clause. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and the Agreement shall be constructed in all respects as if such invalid or unenforceable provisions were omitted.

14.8 Counterparts/Facsimile Copies. This Agreement may be executed in two or more counterparts, each of which shall be an original.

14.9 Time. For all purposes of this Agreement, time is of the essence.

14.10 Confidentiality. To the extent provided in Iowa Code Chapters 21 and 22 and Chapter 388, the terms of this Agreement, including but not limited to the price paid for services purchased or sold hereunder shall be kept confidential by the parties hereto, except to the extent that any information must be disclosed to:

a. Third parties for the purpose of obtaining and maintaining agreements for the transportation of broadband services;
b. Regulatory agencies;
c. The parties' lenders, auditors and attorneys;
d. Any person or group as required pursuant to Iowa law; and

Provided that where such disclosure is not required by law, the parties receiving such information shall agree that all such information shall be kept confidential and not further disclosed. Notwithstanding anything contained herein this Section shall survive the termination of the Agreement. In event, either party is required by law to disclose the terms of this Agreement to a third party, prior to such disclosure the disclosing party shall immediately notify the other party pursuant to Section 10.0 of the requested disclosure, including but not limited to the terms to be disclosed, the date of disclosure and to whom the disclosure will be made.

14.11 Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the parties and contains all the covenants made between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, representations, warranties, statements, promises and understandings between the parties, either oral or in writing, not specifically set forth in this Agreement. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, IOWA	INDIANOLA MUNICIPAL UTILITIES
______________________________	______________________________
Signature	Signature
______________________________	______________________________
Printed Name	Printed Name
Title: ______________________	Title: ________________________
Date: ______________________	Date: ________________________

EXHIBIT A

TRANSPORT OPTIONS

Speed	Monthly Rate
2Gb	$1,000
3Gb	$1,200
4Gb	$1,400
5Gb	$1,600
10Gb	$2,400

Inter-Government Agency
~~TELECOMMUNICATIONS HEADEND~~ WHOLESALE INTERNET BANDWIDTH
SERVICES AGREEMENT
Iowa Code Section 28E.12

This ~~Telecommunications~~ Wholesale Internet Bandwidth Services Agreement ("Agreement") is made and entered into this _____ day of ~~____________________~~December 2018, by and between the MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, IOWA (hereinafter "CFU"), and the Indianola Municipal Utilities, 111 South Buxton Street, Indianola, Iowa 50125, Iowa (hereafter "IMU").

WHEREAS, IMU, a city utility established under Iowa Code Chapter 388, desires to obtain ~~Internet Access~~Wholesale Internet Bandwidth services; and

WHEREAS, CFU, a city utility established under Iowa Code Chapter 388 and a non-common carrier, has excess ~~telecommunications headend~~internet bandwidth capacity, and desires to provide ~~Internet Headend Services~~Wholesale Internet Bandwidth Services~~,~~ from excess capacity; and

WHEREAS, the parties entered into an Agreement, dated May 9, 2018, for certain communications services, and this Wholesale Internet Bandwidth Services Agreement supersedes and replaces said Agreement.

NOW THEREFORE, the parties agree as purpose to use available headend capacity to serve the subscribers of IMU with capacity existing at CFU thereby achieving the objective of benefitting the subscribers of both Utilities by wise use of available resources and capacity, preventing duplication and enabling beneficial use of facilities, and therefore set forth the following powers, rights and responsibilities of the contracting parties, to-wit:

1.0 INCORPORATION OF RECITALS, SCHEDULES AND EXHIBITS. All recitals, schedules and exhibits identified in this Agreement and attached hereto, are hereby incorporated into the Agreement by this reference.

2.0 PROVISION OF SERVICES. CFU, as a non-common carrier, shall provide Indianola Wholesale Bandwidth Services as set forth in Schedule A, attached hereto. CFU shall provide IMU the services at any CFU on-net location.

3.0 TERM. This Agreement shall be a two (2) year term and shall begin ~~when IMU connects their first live customer~~November 16, 2018. This Agreement shall automatically renew for additional one-year periods following the expiration date if neither party gives the other notice of termination at least three (3) months in advance of the expiration date of the original term or any one year extension thereof.

After 12 months of service, IMU may request from CFU updated wholesale bandwidth pricing provided IMU increases their purchased bandwidth capacity. A change of pricing would require this Agreement to be amended and a new two (2) term rate would begin.

4.0 PAYMENT. Upon the activation of the service, CFU shall invoice IMU for services on a monthly basis, and IMU shall pay such invoice as per the terms and conditions contained therein. IMU shall pay CFU for Wholesale Bandwidth Services based on the monthly Bandwidth Tier subscribed, as defined in and according to the rates contained in Schedule A, attached hereto.

5.0 TERMINATION.

5.1 Default in Payment. Upon default by IMU in making any of the payments required herein, this Agreement may, at the option of CFU, be terminated; provided, however, before any such termination, CFU shall give IMU written notice pursuant to Section 8.0 specifying the default and stating that this Agreement will be terminated and forfeited within fifteen (15) days after delivery of such notice, unless such default is remedied within said fifteen (15) days.

5.2 Contrary to Law. If at any time during the term of this Agreement, either CFU or IMU determine that its continued performance under the terms of this Agreement is contrary to law, then the Agreement may be immediately terminated by written notice provided by the terminating party to the other party.

6.0 FORCE MAJEURE.

6.1 Notice. In the event either party fails wholly or in part to carry out its obligations under this Agreement, and such failure is occasioned by or is in consequence of a Force Majeure condition and if such party gives written notice and particulars of the Force Majeure condition to the other party as soon as reasonably possible, then the obligations of the party giving such notice insofar as they are affected by such Force Majeure condition will be suspended during the continuance of the Force Majeure condition.

6.2 Force Majeure Conditions. Force Majeure Conditions are those events or conditions not caused by, and beyond the reasonable control of, the affected party. Force Majeure conditions include, without limitation: acts of God, natural disaster, war, insurrection or other unlawful act against public order or authority; failure of satellite transmission facilities or upstream Internet access providers, but only to the extent that such failure can be demonstrated to affect CFU's ability to deliver broadband or headend services; explosion, fire, freezing or other accidents or acts of sabotage causing breakage of, or damage to, machinery, signal transmission lines, equipment or related signal delivery facilities.

6.3 Payment Obligation. The parties agree that a change in price or market conditions does not constitute a Force Majeure Condition.

7.0 LIMITATION OF LIABILITY. CFU and its officers, directors, employees and agents, shall not be liable for special, indirect, incidental, punitive or consequential damages under, arising out of, due to, or in connection with its performance or non-performance of this Agreement or any of its obligations herein, whether based on contract, tort (including, without limitation, negligence), strict liability, warranty, indemnity or otherwise.

8.0 NOTICES. Any notice, or other communication required or permitted under this Agreement (collectively a "Notice") shall be (a) in writing and (b) addressed by the sender to the other party at the address or number and in the manner set forth below. Any change in the information set forth below shall be made in writing and delivered according to this section.

(a) If to the Municipal Communications Utility of the City of Cedar Falls	Contract Administration Cedar Falls Utilities P.O. Box 769 Cedar Falls, Iowa 50613 Email: cfucontracts@cfunet.net Fax: 319-266-8158
(b) If to the Indianola Communications Utility	Mr. Kurt Ripperger Telecommunications Superintendent 111 South Buxton Street, PO Box 356 Indianola, IA 50125 Email: kripperger@indianolaiowa.gov Phone: 515-962-5283

Except as otherwise provided in this Agreement, each notice shall be effective and shall be deemed delivered on the earlier of: (i) its actual receipt, if delivered personally, by courier service, or by fax (on the condition that a copy of the notice is mailed as set forth below on the same day and the sending party has confirmation of transmission receipt of the notice), or (ii) on the third day after the notice is postmarked for mailing by first class, postage prepaid, certified, or registered, United States mail, with return receipt requested (whether or not the return receipt is subsequently received by the sender).

9.0 OPERATING PROCEDURES. The parties agree that they will endeavor to develop written operating procedures, which will cover the protocol under which the parties will perform their respective obligations under this Agreement.

10.0 CFU'S REPRESENTATIONS. CFU represents and warrants as follows:

10.1 CFU is a municipal communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.

10.2 CFU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby. The Board of Trustees of CFU has adopted a resolution approving this Agreement.

10.3 This Agreement is a legal, valid and binding obligation of CFU enforceable in accordance with its terms.

11.0 IMU'S REPRESENTATION. IMU represents and warrants as follows:

11.1 IMU is a municipal communications utility duly organized, validly existing and in good standing under the laws of the State of Iowa.

11.2 IMU has taken all such action, as may be necessary and proper to authorize this Agreement, the execution and delivery hereof, and the consummation of transactions contemplated hereby. The Board of Trustees of IMU has adopted a resolution approving this Agreement.

11.3 This Agreement is a legal, valid and binding obligation of IMU enforceable in accordance with its terms.

12.0 <u>MISCELLANEOUS</u>

12.1 <u>Assignment.</u> No party hereto shall assign this Agreement or delegate any of its duties, obligations, responsibilities or rights without the prior written consent of the other party, which consent shall not be unreasonably withheld.

12.2 <u>Third Parties.</u> Nothing in this Agreement shall be construed as giving any person, firm, corporation or other entity, other than the signatory parties hereto and their respective successors and permitted assigns, any right, remedy or claim under or in respect to this Agreement or any provision hereof.

12.3 <u>Law/Exclusive Venue.</u> This Agreement shall be construed in accordance with and governed by the laws of the State of Iowa, and the exclusive venue for all actions arising out of this Agreement (including any action for declaratory relief) shall be in Black Hawk County, Iowa.

12.4 <u>Attorneys Fees and Indemnity.</u> Neither party in any litigation, arbitration proceeding, or other action brought to enforce its rights and remedies under this Agreement shall be awarded any costs, expenses or attorneys fees regardless of which party initiates the action. IMU agrees that the action of CFU in cooperation and providing headend services constitutes good and valuable consideration for indemnification. IMU hereby does indemnify and hold CFU, its employees and its Board of Trustees individually and personally, harmless from any loss, claim or cause of action brought against them or any of them by IMU or by any person claiming by, through or on behalf of IMU.

12.5 <u>Savings Clause.</u> The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions herein, and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

12.6 <u>Exclusive Remedies.</u> The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be limited as follows. The exclusive remedy of IMU is to recover funds remitted to CFU for headend services which were not provided. The exclusive remedy of CFU shall be the recovery of funds for headend services provided. The parties hereto waive every other claim or form of damage arising at law or in equity.

12.7 Modification. This Agreement shall not be amended, changed, modified, waived, discharged or terminated except in writing signed by the party or parties against which enforcement of the change, waiver, modification or amendment is sought.

12.8 Counterparts/Facsimile Copies. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be an original, but all of which together shall constitute on and the same instrument. A facsimile copy of this Agreement and any signature thereon shall be considered for all purposes as an original.

12.9 Further Assurances. The parties hereto shall execute any and all further assurance, documents or writings reasonably requested by the other party to carry out the terms and provisions of this Agreement.

12.10 Headings. The headings in this Agreement are for the purposes of reference only and shall not limit or otherwise affect the meaning of the respective sections.

12.11 Time. For all purposes of this Agreement time is of the essence.

12.12 Confidentiality. To the extent provided in Iowa Code Chapters 21 and 22 and Chapter 388 the terms of this Agreement, including but not limited to the price paid for services purchased or sold hereunder shall be kept confidential by the parties hereto, except to the extent that any information must be disclosed to:

a. Third parties for the purpose of obtaining and maintaining agreements for the transportation of broadband services;
b. Regulatory agencies;
c. The parties' lenders, auditors and attorneys;
d. Any person or group as required pursuant to Iowa law; and

Provided that where such disclosure is not required by law, the parties receiving such information shall agree that all such information shall be kept confidential and not further disclosed. Notwithstanding anything contained herein this Section shall survive the termination of the Agreement. In event, either party is required by law to disclose the terms of this Agreement to a third party, prior to such disclosure the disclosing party shall immediately notify the other party pursuant to Section 8.0 of the requested disclosure, including but not limited to the terms to be disclosed, the date of disclosure and to whom the disclosure will be made.

12.13 Entire Agreement. This Agreement, including Exhibit A, constitutes the entire agreement between the parties and contains all the covenants made between the parties with respect to the subject matter hereof. This Agreement supersedes any and all other agreements, representations, warranties, statements, promises and understandings between the parties, either oral or in writing, not specifically set forth in this Agreement. Neither party has in any way relied, nor shall in any way rely, upon any oral or written agreements, representations, warranties, statements, promises or understandings not specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year set forth below.

MUNICIPAL COMMUNICATIONS UTILITY OF THE CITY OF CEDAR FALLS, IOWA	**INDIANOLA MUNICIPAL UTILITIES**
______________________________ Signed by	______________________________ Signed by
______________________________ Print Name	______________________________ Print Name
______________________________ Title	______________________________ Title
Date: ________________________	Date: ________________________

SCHEDULE A – WHOLESALE BANDWIDTH SERVICES

Mbps	Total MRC
1000	$936
2000	$1,872
3000	$2,808
4000	$3,744
6000	$5,616
8000	$7,488
10000	$9,360

IMU will subscribe to the 1000 Mbps service level or greater for the duration of the agreement term.

IMU Regular Downstairs **8.C.**

Meeting Date: 12/10/2018

Information

Subject

Consider a Resolution Amending the Municipal Communication Residential Utility Rates and Charges

Information

In your packet is the resolution amending the residential rates for the communications utility. IMU Fiber Superintendent Kurt Ripperger is recommending we add additional pricing tiers for Static and Shared Public IP addresses in order to better serve IMU customers. Changes include adding a service tier for Static and Shared IP Address.

Roll call is in order.

Fiscal Impact

Attachments

Residential Rates

Resolution

Telecommunication Rates - December 2018

Residential Rates

IPTV - MRC	Price	
Basic Tier	$ 45.00	
Expanded Tier	$ 86.00	Includes Basic Tier
Family TV Tier	$ 96.00	Includes Expanded Tier
Sports Tier	$ 96.00	Includes Expanded Tier
Premiere Tier	$ 106.00	Includes Expanded, Family and Sports Tiers
HBO	$ 18.00	
Showtime/TMC	$ 16.00	
Cinemax	$ 16.00	
STARZ ENCORE	$ 12.00	
HD Set Top Box (1st box Free)	$ 5.00	1st box Free
Restart/CatchUp TV	$ 4.00	
Network DVR	$ 10.00	100 Hours Storage, Includes Restart/CatchUp TV
Network DVR Expanded Storage	$ 7.00	Additional 100 Hours Storage

Phone - MRC

Local Phone Service	$ 19.00	Three calling features included. Long Distance 7.5 cents/minute. International calls billed at cost.
Local Phone Service & Long Distance Plan	$ 29.00	1,000 minutes of free long distance calling in the North American Numbering Plan. Excess billed at 5 cents/minute. Unlimited Calling Features. International calls billed at cost

Call Features

Anonymous Call Rejection	$ 1.00
Call Forward Busy	$ 1.00
Call Forward Don't Answer	$ 1.00
Call Forward Variable	$ 1.00
Call Screening (Selective Call Rejection)	$ 1.00
Call Transfer	$ 1.00
Call Waiting	$ 1.00
Call Waiting ID	$ 1.00
Caller ID Blocking	$ 1.00
Caller ID Name & Number	$ 1.00
Circular Hunt	$ 1.00
Collect Call Block	$ 1.00
Continuous Redial	$ 1.00
Dual Ring	$ 1.00
Last Call Return/Callback	$ 1.00
Long Distance Alert	$ 1.00
Priority Call	$ 1.00
Remote Access Call Forward Variable	$ 1.00
Scheduled Greeting	$ 1.00
Selective Call Forward	$ 1.00
Three-Way Calling	$ 1.00
Toll Deny	$ 1.00
Voice Mail	$ 1.00

Internet - MRC

100Mb	$ 64.00
250Mb	$ 79.00
1G	$ 109.00

Packages - MRC

Residential 100Mb Triple Play	$ 139.00	100Mb, Expanded Tier, Local Phone Service - **$30 Discount**
Residential 100Mb Double Expanded TV	$ 130.00	100Mb, Expanded Tier - **$20 Discount**
Residential 100Mb Double Voice	$ 73.00	100Mb, Local Phone Service - **$10 Discount**
Residential 250Mb Triple Play	$ 154.00	250Mb, Expanded Tier, Local Phone Service - **$30 Discount**
Residential 250Mb Double Expanded TV	$ 145.00	250Mb, Expanded Tier - **$20 Discount**
Residential 250MbDouble Voice	$ 88.00	250Mb, Local Phone Service - **$10 Discount**
Residential Gig Triple Play	$ 184.00	1G, Expanded Tier, Local Phone Service - **$30 Discount**
Residential Gig Double Expanded TV	$ 175.00	1G, Expanded Tier - **$20 Discount**
Residential Gig Double Voice	$ 118.00	1G, Local Phone Service - **$10 Discount**

Miscellaneous Charges - MRC

Static Public IP Address	$ 9.00	
Shared Public IP Address (DHCP)	$ 5.00	
804 WiFi Extender	$ 5.00	
Battery Backup	$ 4.00	Phone customers receive this free

Miscellaneous Charges - NRC

Standard Residential Installation	$	**100.00**	
Hourly Installation Rate	$	**35.00**	Hourly charge for installation beyond standard
Account Transfers	$	**25.00**	
Non-Pay Reconnect	$	**35.00**	
Service Trip Charge	$	**35.00**	
After Hours Support Fee	$	**130.00**	If the problem is determined to be with customer's equipment or technology; after hours is considered between 8:00pm and 8:00am, Monday-Sunday. Plus hourly fee if more than 2 hours
After Hours Hourly Fee	$	**60.00**	

Miscellaneous Equipment Fees - NRC

Coaxial Jumper - 6 ft.	$	**5.00**	
Coaxial Jumper - Over 6 ft.	$	**6.00**	+ $.15/ft
Cat 5 Jumper 6 ft.	$	**5.00**	
Cat 5 Jumper - Over 6 ft.	$	**6.00**	+ $.15/ft
HDMI Cable 6 ft.	$	**10.00**	
HDMI Cable 15 ft.	$	**20.00**	
Power Strip	$	**7.00**	

Unreturned/Damaged Equipment - NRC

Remote Control	$	**15.00**
HD Set Top Box	$	**200.00**
ONT	$	**300.00**
ONT Battery	$	**50.00**
Media Over Cable Converter	$	**150.00**
8 Port Ethernet Switch	$	**50.00**
804 WiFi Extender	$	**175.00**

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:	The Board of Trustees of the Indianola Municipal Utilities of the City of Indianola, State of Iowa.
Date of Meeting:	December 10, 2018.
Time of Meeting:	5:30 o'clock P.M.
Place of Meeting:	South Conference Room, City Hall, Indianola, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- Resolution amending Municipal Communications Utility Residential rates and charges.

Such additional matters as are set forth on the additional ______ page(s) attached hereto.
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

____
Secretary of the Board of Trustees of the Indianola Municipal Utilities, City of Indianola, State of Iowa

_______December 10, 2018

The Board of Trustees of the Indianola Municipal Utilities of the City of Indianola, State of Iowa, met in regular session, in the Council Chambers, City Hall, Indianola, Iowa, at 6:15 o'clock P.M., on the above date. There were present Chairperson Adam Voigts, in the chair, and the following named Board Members:

____

Absent: _______________________________________

* * * * * * *

Board Member ____________________ introduced the following Resolution entitled "RESOLUTION AMENDING MUNICIPAL COMMUNICATIONS RESIDENTIAL UTILITY RATES AND CHARGES", and moved that the same be adopted. Board Member ____________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ____

____

NAYS: ____

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

RESOLUTION ADOPTING MUNICIPAL COMMUNICATIONS UTILITY RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to amend the residential rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

"Residential Rate Schedule"

IPTV – MRC	**Price**	**Notes**
		MRC = Monthly Recurring Charges NRC = Nonrecurring Charges
Basic Tier	$45.00	
Expanded Tier	$86.00	Includes Basic Tier
Family TV Tier	$96.00	Includes Expanded Tier
Sports Tier	$96.00	Includes Expanded Tier
Premiere Tier	$106.00	Includes Expanded, Family and Sports Tiers
HBO	$18.00	
Showtime/TMC	$16.00	
Cinemax	$16.00	
STARZ ENCORE	$12.00	

HD Set Top Box	$5.00	1st box free
Restart/CatchUp TV	$4.00	
Network DVR	$10.00	100 Hours Storage, Includes Restart/CatchUp TV
DVR Expanded Storage	$7.00	Additional 100 Hours Storage

Phone – MRC

Local Phone Service	$19.00	Three free calling features included. Long Distance 7.5 cents/minute. International calls billed at cost.
Local Phone Service and Long Distance Plan	$29.00	1,000 minutes of free long distance calling in the North American Numbering Plan. Excess billed at 5 cents/minute. Unlimited calling features. International calls billed at cost

Call Features

Anonymous Call Rejection	$1.00
Call Forward Busy	$1.00
Call Forward Don't Answer	$1.00
Call Forward Variable	$1.00
Call Screening (Selective Call Rejection)	$1.00
Call Transfer	$1.00
Call Waiting	$1.00
Call Waiting ID	$1.00
Caller ID Blocking	$1.00
Caller ID Name & Number	$1.00
Circular Hunt	$1.00
Collect Call Block	$1.00
Continuous Redial	$1.00
Dual Ring	$1.00
Last Call Return/Callback	$1.00
Long Distance Alert	$1.00
Priority Call	$1.00
Remote Access Call Forward Variable	$1.00
Scheduled Greeting	$1.00
Selective Call Forward	$1.00
Three-Way Calling	$1.00
Toll Deny	$1.00
Voice Mail	$1.00

Internet – MRC

100Mb	$64.00

250Mb	$79.00	
1G	$109.00	

Packages – MRC

Residential 100Mb Triple Play	$139.00	100Mb, Expanded Tier TV, Local Phone Service - $30 Discount
Residential 100Mb Double Expanded TV	$130.00	100Mb, Expanded Tier TV - $20 Discount
Residential 100Mb Double Voice	$73.00	100Mb, Local Phone Service - $10 Discount
Residential 250Mb Triple Play	$154.00	250Mb, Expanded Tier TV, Local Phone Service - $30 Discount
Residential 250Mb Double Expanded TV	$145.00	250Mb, Expanded Tier - $20 Discount
Residential 250Mb Double Voice	$88.00	250Mb, Local Phone Service - $10 Discount
Residential Gig Triple Play	$184.00	1G, Expanded Tier, Local Phone Service $30 Discount
Residential Gig Double Expanded TV	$175.00	1G, Expanded Tier - $20 Discount
Residential Gig Double Voice	$118.00	1G, Local Phone Service - $10 Discount

Miscellaneous Charges – MRC

Static Public IP Address	$9.00	
Shared Public IP Address (DHCP)	$5.00	DHCP
804 WiFi Extender	$5.00	
Battery Backup	$4.00	Phone customers receive this free

Miscellaneous Charges – NRC

Standard Residential Installation	$100.00	
Hourly Installation Rate	$35.00	Hourly charge for installation beyond standard
Account Transfers	$25.00	
Non-Pay Reconnect	$35.00	
Service Trip Charge	$35.00	

After Hours Support Fee	$130.00	If the problem is determined to be with customer's equipment or technology; after hours is considered between 8:00pm and 8:00am, Monday-Sunday. Plus hourly fee if more than 2 hours
After Hours Hourly Fee	$60.00	

Misc. Equipment Fees - NRC

Coaxial Jumper - 6 ft.	$5.00	
Coaxial Jumper - Over 6 ft.	$6.00	+ $.15/ft
Cat 5 Jumper 6 ft.	$5.00	
Cat 5 Jumper - Over 6 ft.	$6.00	+ $.15/ft
HDMI Cable 6 ft.	$10.00	
HDMI Cable 15 ft.	$20.00	
Power Strip	$7.00	

Unreturned/Damaged Equipment – NRC

Remote Control	$15.00
HD Set Top Box	$200.00
ONT	$300.00
ONT Battery	$50.00
Media Over Cable Converter	$150.00
8 Port Ethernet Switch	$50.00
804 WiFi Extender	$175.00

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all residential rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after December 10, 2018. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this __________ day of _______________, 2018.

____
Chairperson of the Board of Trustees

ATTEST:

____
Secretary of the Board of Trustees

CERTIFICATE

STATE OF IOWA	)
	) SS
COUNTY OF WARREN	)

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

WITNESS my hand and the seal of the Board hereto affixed this ___________ day of _______________, 2018.

____
Secretary of the Board of Trustees of the
Indianola Municipal Utilities

(SEAL)

IMU Regular Downstairs **8.D.**

Meeting Date: 12/10/2018

Information

Subject

Consider a Resolution Amending Commercial/Business Municipal Communications Utility Rates and Charges

Information

In your packet is the resolution amending the commercial/business rates for the communications utility. IMU Fiber Superintendent Kurt Ripperger is recommending we add additional pricing tiers for Static and Shared Public IP addresses in order to better serve IMU customers. Changes include adding a service tier for Shared IP Address tier.

Roll call is in order.

Fiscal Impact

Attachments

Business Rates

Resolution

Telecommunication Rates - December 2018

Business Rates

IPTV - MRC

	Price	
Commercial Basic Tier	$ 45.00	
Commercial Expanded Tier	$ 86.00	Includes Basic Tier
Commercial Family TV Tier	$ 96.00	Includes Expanded Tier
Commercial Sports Tier	$ 96.00	Includes Expanded Tier
Commerical Premiere Tier	$ 106.00	Includes Expanded, Family and Sports Tiers
HBO	$ 18.00	
Showtime/TMC	$ 16.00	
Cinemax	$ 16.00	
STARZ ENCORE	$ 12.00	
Hospitality Sports Tier	$ 149.00	Includes 3 free STB's
Hospitality Premiere Tier	$ 189.00	Includes Expanded, Family and Sports Tiers, Includes 3 free STB's
HD Set Top Box	$ 5.00	Commercial - 1 box free, Hospitality - 3 boxes free
Restart/CatchUp TV	$ 4.00	
Network DVR	$ 10.00	100 Hours Storage, Includes Restart/CatchUp TV
Network DVR Expanded Storage	$ 7.00	Additional 100 Hours Storage

Phone - MRC

Local Phone Service	$ 25.00	Five calling features included. Long Distance 7.5 cents/minute. International calls billed at cost.
Local Phone Service & Long Distance Plan	$ 39.00	1,500 minutes of free long distance calling in the North American Numbering Plan. Excess billed at 5 cents/minute. Unlimited Calling Features. International calls billed at cost
Block of 20 Direct Inward Dial (DID) Numbers	$ 3.00	
SIP Session	$ 19.00	
Expedite Fee	$ 500.00	
After Hours Installation Fee	$ 150.00	
Call Features		
Anonymous Call Rejection	$ 1.00	
Call Forward Busy	$ 1.00	
Call Forward Don't Answer	$ 1.00	
Call Forward Variable	$ 1.00	
Call Screening (Selective Call Rejection)	$ 1.00	
Call Transfer	$ 1.00	
Call Waiting	$ 1.00	
Call Waiting ID	$ 1.00	
Caller ID Blocking	$ 1.00	
Caller ID Name & Number	$ 1.00	
Circular Hunt	$ 1.00	
Collect Call Block	$ 1.00	
Continuous Redial	$ 1.00	
Dual Ring	$ 1.00	
Last Call Return/Callback	$ 1.00	
Long Distance Alert	$ 1.00	
Priority Call	$ 1.00	
Remote Access Call Forward Variable	$ 1.00	
Scheduled Greeting	$ 1.00	
Selective Call Forward	$ 1.00	
Three-Way Calling	$ 1.00	
Toll Deny	$ 1.00	
Voice Mail	$ 1.00	

Internet Shared Symetrical- MRC

100Mb	$ 79.00	
250Mb	$ 129.00	
500Mb	$ 249.00	
1G	$ 479.00	

Internet Dedicated Symetrical - MRC

10Mb	$ 69.00	
25Mb	$ 89.00	
50Mb	$ 129.00	
100Mb	$ 169.00	
250Mb	$ 299.00	
500Mb	$ 599.00	
1G	$ 1,199.00	

Miscellaneous Charges - MRC

Static Public IP Address	$ 9.00	
Shared Public IP Address (DHCP)	$ 5.00	
804 WiFi Extender	$ 5.00	
Battery Backup	$ 4.00	Phone customers receive this free

Miscellaneous Charges - NRC

Standard Installation	$	**100.00**	
Hourly Installation Rate	$	**35.00**	Hourly charge for installation beyond standard
Account Transfers	$	**25.00**	
Non-Pay Reconnect	$	**35.00**	
Service Trip Charge	$	**35.00**	
After Hours Support Fee	$	**130.00**	If the problem is determined to be with customer's equipment or technology; after hours is considered between 8:00pm and 8:00am, Monday-Sunday. Plus hourly fee if more than 2 hours
After Hours Hourly Fee	$	**60.00**	

Miscellaneous Equipment Fees - NRC

Coaxial Jumper - 6 ft.	$	**5.00**	
Coaxial Jumper - Over 6 ft.	$	**6.00**	+ $.15/ft
Cat 5 Jumper 6 ft.	$	**5.00**	
Cat 5 Jumper - Over 6 ft.	$	**6.00**	+ $.15/ft
HDMI Cable 6 ft.	$	**10.00**	
HDMI Cable 15 ft.	$	**20.00**	
Power Strip	$	**7.00**	

Unreturned/Damaged Equipment - NRC

Remote Control	$	**15.00**
HD Set Top Box	$	**200.00**
ONT	$	**300.00**
ONT Battery	$	**50.00**
Media Over Cable Converter	$	**150.00**
8 Port Ethernet Switch	$	**50.00**
804 WiFi Extender	$	**175.00**

(This Notice to be posted)

NOTICE AND CALL OF PUBLIC MEETING

Governmental Body:	The Board of Trustees of the Indianola Municipal Utilities of the City of Indianola, State of Iowa.
Date of Meeting:	December 10, 2018.
Time of Meeting:	5:30 o'clock P.M.
Place of Meeting:	Council Chambers, City Hall, Indianola, Iowa.

PUBLIC NOTICE IS HEREBY GIVEN that the above mentioned governmental body will meet at the date, time and place above set out. The tentative agenda for the meeting is as follows:

- Resolution amending Municipal Communications Utility rates and charges.

Such additional matters as are set forth on the additional 1 page(s) attached hereto.
(number)

This notice is given at the direction of the Chairperson pursuant to Chapter 21, Code of Iowa, and the local rules of the governmental body.

____
Secretary of the Board of Trustees of the
Indianola Municipal Utilities, City of Indianola,
State of Iowa

_______December 10, 2018

The Board of Trustees of the Indianola Municipal Utilities of the City of Indianola, State of Iowa, met in regular session, in the Council Chambers, City Hall, Indianola, Iowa, at 5:30 o'clock P.M., on the above date. There were present Chairperson Adam Voigts in the chair, and the following named Board Members:

____

Absent: ______________________________

* * * * * * *

Board Member ______ introduced the following Resolution entitled "RESOLUTION AMENDING MUNICIPAL COMMUNICATIONS UTILITY RATES AND CHARGES", and moved that the same be adopted. Board Member ______ seconded the motion to adopt. The roll was called and the vote was,

AYES:

____

NAYS: ___________________________

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

RESOLUTION AMENDING MUNICIPAL COMMUNICATIONS UTILITY RATES AND CHARGES

WHEREAS, the Board of Trustees determines it is necessary and appropriate to adopt updated rates and charges of the Municipal Communications Utility.

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

Section 1. The rates and charges set out herein below are hereby adopted, to wit:

"Commercial Rate Schedule"

IPTV – MRC	**Price**	**Notes**
Commercial Basic Tier	$45.00	
Commercial Expanded Tier	$86.00	Includes Basic Tier
Commercial Family TV Tier	$96.00	Includes Expanded Tier
Commercial Sports Tier	$96.00	Includes Expanded Tier
Commercial Premiere Tier	$106.00	Includes Expanded, Family and Sports Tiers
HBO	$18.00	
Showtime/TMC	$16.00	
Cinemax	$16.00	
STARZ ENCORE	$12.00	
Hospitality Sports Tier	$149.00	Includes 3 free STB's

Hospitality Premiere Tier	$189.00	Includes Expanded, Family and Sports Tiers Includes 3 free STB's
HD Set Top Box	$5.00	Commercial 1st box free, Hospitality – 3 boxes free
Restart/CatchUp TV	$4.00	
Network DVR	$10.00	100 Hours Storage, Includes Restart/CatchUp TV
DVR Expanded Storage	$7.00	Additional 100 Hours Storage

Phone – MRC

Local Phone Service	$25.00	Five free calling features included. Long Distance 7.5 cents/minute. International calls billed at cost.
Local Phone Service and Long Distance Plan	$39.00	1,500 minutes of free long distance calling in the North American Numbering Plan. Excess billed at 5 cents/minute. Unlimited calling features. International calls billed at cost
Block of 20 Direct Inward Dial (DID) Numbers	$3.00	
SIP Session	$19.00	

Call Features

Anonymous Call Rejection	$1.00
Call Forward Busy	$1.00
Call Forward Don't Answer	$1.00
Call Forward Variable	$1.00
Call Screening (Selective Call Rejection)	$1.00
Call Transfer	$1.00
Call Waiting	$1.00
Call Waiting ID	$1.00
Caller ID Blocking	$1.00
Caller ID Name & Number	$1.00
Circular Hunt	$1.00
Collect Call Block	$1.00
Continuous Redial	$1.00
Dual Ring	$1.00
Last Call Return/Callback	$1.00
Long Distance Alert	$1.00
Priority Call	$1.00
Remote Access Call Forward Variable	$1.00
Scheduled Greeting	$1.00
Selective Call Forward	$1.00

Three-Way Calling	$1.00	
Toll Deny	$1.00	
Voice Mail	$1.00	

Phone – NRC

Expedite Fee	$500.00	
After Hours Installation Fee	$150.00	

Internet Shared Symetrical – MRC

100Mb	$79.00
250Mb	$129.00
500Mb	$249.00
1G	$479.00

Internet Dedicated Symetrical – MRC

10Mb	$69.00
25Mb	$89.00
50Mb	$129.00
100Mb	$169.00
250Mb	$299.00
500Mb	$599.00
1G	$1,199.00

Miscellaneous Charges – MRC

Static IP Address	$9.00	
Shared Public IP Address (DHCP)	$5.00	DHCP
804 WiFi Extender	$5.00	
Battery Backup	$4.00	

Miscellaneous Charges – NRC

Standard Residential Installation	$100.00	
Hourly Installation Rate	$35.00	Hourly charge for installation beyond standard
Account Transfers	$25.00	
Non-Pay Reconnect	$35.00	
Service Trip Charge	$35.00	
After Hours Support Fee	$130.00	If the problem is determined to be with customer's equipment or technology; after hours is considered between 8:00pm and 8:00am, Monday-Sunday. Plus hourly fee if more than 2 hours
After Hours Hourly Fee	$60.00	

Misc. Equipment Fees - NRC

Coaxial Jumper - 6 ft.	$5.00	
Coaxial Jumper - Over 6 ft.	$6.00	+ $.15/ft
Cat 5 Jumper 6 ft.	$5.00	
Cat 5 Jumper - Over 6 ft.	$6.00	+ $.15/ft
HDMI Cable 6 ft.	$10.00	
HDMI Cable 15 ft.	$20.00	
Power Strip	$7.00	

Unreturned/Damaged Equipment – NRC

Remote Control	$15.00
HD Set Top Box	$200.00
ONT	$300.00
ONT Battery	$50.00
Media Over Cable Converter	$150.00
8 Port Ethernet Switch	$50.00
804 WiFi Extender	$175.00

Section 2. As of the effective date set forth herein below, the rates and charges set out herein shall replace all commercial rates and charges in effect on the date of this resolution in their entirety.

Section 3. Repealer Clause. All resolutions, parts of resolutions, or service rules in conflict with the provisions of this resolution are hereby repealed insofar as the conflicting portions thereof are concerned.

Section 4. Severability Clause. If any section, provision or part of this resolution shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. The rates provided herein shall apply on and after December 10, 2018. This resolution shall be in full force and effect upon its passage and publication as provided by law.

Section 6. Publication. This resolution shall be published in full.

PASSED AND APPROVED this 10th day of December, 2018.

Chairperson of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

IMU Regular Downstairs **10.A.**

Meeting Date: 12/10/2018

Information

Subject

Presentation of the draft Capital Improvement Plan (CIP)

Information

Staff will present the the draft CIP (packet).

Fiscal Impact

Attachments

Electric CIP

Fiber CIP

Water CIP

5 YR CAPITAL IMPROVEMENT PLAN
ELECTRIC UTILITY

PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	
VEHICLES						
Line Truck	225,000			235,000		Unit #28 in 2019/2020, Unit #31 in 2022/2023
Pickup		38,000				
Vac Machine		70,000				
Skid Steer		60,000				
Digger Derrick			205,000			Unit #30 Replacement
Directional Boring Machine					200,000	
730-8200-67100	**225,000**	**168,000**	**205,000**	**235,000**	**200,000**	
TURBINES (specialized equipment)						
Major Maintenance	75,000	75,000	75,000	75,000	75,000	Torque Converter, Fuel Rail, Turbine Inspections
East Iowa Switchgear Breakers			150,000			
Turbine 8 Batteries	15,000					
Turbine Painting		50,000				
730-8200-67245	**90,000**	**125,000**	**225,000**	**75,000**	**75,000**	
CUSTOMER PAID BORING						
New Service Installation						
730-8200-67303	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	
CUSTOMER PAID MATERIALS						
New Service Installation, Streetlights						
730-8200-67304	**100,000**	**100,000**	**100,000**	**100,000**	**100,000**	
TRANSMISSION FACILITIES						
69kV Line Major Maintenance						
730-8200-67305	**120,000**	**120,000**	**120,000**	**120,000**	**120,000**	Transmission Pole Replacements
PROJECT 700						
Private Service Upgrades						
730-8200-67307	**3,000**	**3,000**	**3,000**	**3,000**	**3,000**	
LINE CONSTRUCTION						
Major Streetlight Replacement	50,000	50,000	50,000	50,000	50,000	Replace with LED's / Plus 65/69 Lights
Major Line Replacement	100,000	100,000	100,000	100,000	100,000	Overhead to Underground / Upgrade Underground
730-8200-67313, 11	**150,000**	**150,000**	**150,000**	**150,000**	**150,000**	
BUILDING MAINTENANCE						
Major Building Maint.						
730-8200-67900	**35,000**	**35,000**	**35,000**	**35,000**	**35,000**	
COMPUTER SOFTWARE						
Network Upgrades	**120,000**	**10,000**	**10,000**	**10,000**	**10,000**	

5 YR CAPITAL IMPROVEMENT PLAN
ELECTRIC UTILITY

RADIO READ METERS											
Meter Replacement											
730-8200-67904		**35,000**		**35,000**		**40,000**		**40,000**		**40,000**	Replace Radio Read and Mechanical Meters
ANNUAL ELECTRIC TOTALS	**$**	**913,000**	**$**	**781,000**	**$**	**923,000**	**$**	**803,000**	**$**	**768,000**	

5 YR CAPITAL IMPROVEMENT PLAN
FIBER UTILITY

PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	
28E CAPITAL CONTRIBUTION						
IPTV Capital	12,000	12,000	115,000	12,000	12,000	Direct cost to CFU/Waverly
Minerva Capital	-	-	8,500	-	-	Direct cost to CFU/Waverly
CatchupTV, RestartTV and nDVR Capital	55,000	-	-	-	50,000	Direct cost to CFU/Waverly
Annual Headend Upgrades	5,000	5,000	5,000	5,000	5,000	
740-8500-67400	**72,000**	**17,000**	**128,500**	**17,000**	**67,000**	
OUTSIDE PLANT IMPROVEMENTS						
Service Drops	20,000	10,000	10,000	10,000	10,000	
Outside Plant Expansion	50,000	50,000	50,000	50,000	50,000	
	70,000	**60,000**	**60,000**	**60,000**	**60,000**	
MCG BUYOUT COSTS						
740-8500-67403	**150,000**	**-**	**-**	**-**	**-**	Purchase MCG existing accounts
IPTV EQUIPMENT/LICENSING						
Amino Set-top Box	90,000	85,000	85,000	50,000	25,000	
MOCA Adapter	10,000	16,500	9,000	5,500	2,500	
Amino Breakout Cables (20%)	1,000	200	200	200	200	
Battery Backups	10,000	10,000	10,000	10,000	10,000	
Switches	14,000	12,000	8,000	4,000	2,500	
Misc Cabling, adapters, splitters, etc.	15,000	15,000	15,000	15,000	15,000	
740-8500-67404	**140,000**	**138,700**	**127,200**	**84,700**	**55,200**	
TRANSPORT EQUIPMENT						
ONT's 844G-1 GigaCenter	150,000	100,000	100,000	50,000	25,000	
740-8500-67406	**150,000**	**100,000**	**100,000**	**50,000**	**25,000**	
CORE NETWORK EQUIPMENT						
Switches, Servers, Storage	25,000	25,000	25,000	25,000	25,000	
740-8500-67407	**25,000**	**25,000**	**25,000**	**25,000**	**25,000**	
VEHICLES						
3/4 Ton Pickup	40,000					
SUV				35,000		
740-8500-67409	**40,000**	**-**	**-**	**35,000**	**-**	
BSS/OSS COSTS						
Billing/Provisioning	85,000	85,000	85,000	85,000	85,000	
740-8500-67411	**85,000**	**85,000**	**85,000**	**85,000**	**85,000**	
ANNUAL FIBER TOTALS	**$ 712,000**	**$ 415,700**	**$ 515,700**	**$ 346,700**	**$ 307,200**	

5 YR CAPITAL IMPROVEMENT PLAN
WATER UTILITY

PROJECT	2019-20	2020-21	2021-22	2022-23	2023-24	
VEHICLES						
Pickup Replacement		35,000			35,000	Replace a 2008, 2013
Backhoe				120,000	-	
700-8100-67100	**-**	**35,000**	**-**	**120,000**	**35,000**	
PLANT/TOWER MAINTENANCE						
Vehicle Storage Building	250,000					
Hillcrest Tower Mixing System	20,000					
Lime Feed System Control Upgrades		70,000				
Plant Facility Roof		50,000				
Chlorination Pumps & Controls			70,000			
Tower Maintenance						Hillcrest 2025, Simpson 2026
700-8100-67402	**270,000**	**120,000**	**70,000**	**-**	**-**	
WELL MAINTENANCE						
Well #10	100,000					
Backwash & H.S. Pumps		20,000	20,000	20,000		
Well #9				50,000		
Well #11					100,000	Due in 2024
Well #12						Due in 2025
700-8100-67403	**100,000**	**20,000**	**20,000**	**70,000**	**100,000**	
VALVE/HYDRANT REPLACEMENT						
Gatevalve & Hydrant Replacement						
700-8100-67405	**20,000**	**20,000**	**20,000**	**20,000**	**20,000**	
WATER MAINS						
Remove 4" Dual Mains From Service	250,000		200,000			
N 8th, Franklin to Iowa		300,000				
W Clinton, D to F			200,000			
E Franklin, 6th P to 8th				350,000		
J St, Euclid to Detroit and Detroit, I to J					300,000	
700-8100-67406	**250,000**	**300,000**	**400,000**	**350,000**	**300,000**	
WATER METERS						
Water Meter Maintenance						
700-8100-67405	**60,000**	**100,000**	**100,000**	**100,000**	**150,000**	
ANNUAL WATER TOTALS	**$ 700,000**	**$ 595,000**	**$ 610,000**	**$ 660,000**	**$ 605,000**	