



Organization of MISO States

**ORGANIZATION OF MISO STATES, INC.
Executive Committee Meeting Minutes
September 23, 2010**

Approved November 22, 2010

Monica Martinez, Vice-President of the Organization of MISO States, Inc. (OMS), called the September 23, 2010 meeting of the OMS Executive Committee to order via conference call at approximately 2:10 p.m. (CDT). The following directors participated in the meeting:

Vice President – Monica Martinez, Michigan
Secretary – Bill Bowker, proxy for David Armstrong, Kentucky
Treasurer – Joshua Harden, proxy for Robert Kenney
Commissioner at Large – Rob Berntsen, Iowa

Absent:
Ohio

Others present on the conference call:
Illinois – Randy Rismiller
Michigan – Bill Bokram
OMS Staff – Bill Smith, Julie Mitchell

The directors listed above established the necessary quorum of three (3) Executive Committee members.

Vice-President Martinez requested the Executive Committee members approve the July 29, 2010 meeting minutes as distributed. Bill Bowker moved approval of the minutes. Rob Berntsen offered a second. The motion passed by unanimous voice vote.

BUSINESS

1. Review of the Planning Retreat Meeting, Sept. 9-10

It was agreed that the Planning Retreat Meeting was successful and the notes from the meeting are being circulated for further discussion.

2. Status of the 2011 Goals Development

Monica Martinez advised that the goals will be distributed for additional discussion at the Annual Meeting. Rob Berntsen had some questions about MISO AC hot topic development for 2011 with the work group chairs. Bill Smith will be sending further information out soon.

3. Status of the Black Sea Regional Partnership Workshop

The agenda is nearly complete. Bill Smith reviewed it with the Executive Committee and solicited additional volunteers for the workshop sessions.

4. Agenda for the October 14 OMS Board Meeting

Bill Smith reviewed the status of this agenda.

5. OMS Website Re-Vamp Proposal

Bill Smith reviewed the proposal with the Executive Committee. There was discussion about the flexibility of OMS to update the site independently of the design firm.

Rob Berntsen moved to accept the proposal. Monica Martinez seconded. The motion passed by unanimous voice vote.

6. OMS 2011 Calendar Proposal

Valerie Lemmie had previously requested the addition of the April meeting with OPSI added to the calendar.

The calendar was accepted as amended by voice vote.

7. Additional Space to the OMS Office Suite

Bill Smith explained the potential need for additional office space and the opportunity being offered by the landlord. The cost would be an additional \$15.52/square foot for 3 years. The need for additional space was discussed in terms of whether the staff would expand. It was decided to have Bill Smith do some negotiating before making a decision.

ADMINISTRATIVE REPORT

There was no administrative report

The meeting adjourned at approximately 2:35 p.m. CDT

OMS Planning Ideas – 2011
Sept 9, 2010

Short-term

MVP futures –

- Conflicting state policies
- Bias toward transmission solutions?
- Reduced effects on state IRPs and similar policies
- RTO load forecasting
- Approvals under cost allocation – voting on projects moving App B to App A – need overall public interest finding
- Matching planning with cost allocation
- Keeping track of projects in other states – central record of incentives
- Separate gaming, operating
- Overlay projects – when they move to App A, determine MVP status

Resource adequacy relook – state authority

- Plant retirements, mothballing, reinstatement
- Price responsive demand

OMS-OPSI-SPPRSC-ERSC collaboration on cross-border issues (e.g., operations, market, planning)

Long-term

Separation of RECs and deliverability (same issue in Pac NW; Montana PSC documents)

New (independent) transmission developers

- Franchise rights
- TOA

Departures and threats; expansion of membership

Coordination of multi-state projects

Cost control: fixed charge rate, construction costs, Attachment O oversight, true-ups

Coordinate US regulator and Canadian – planning authority and responsibility differ: Principles for planning

Share consulting budget with OPSI

Stakeholder Process Improvement Meetings

Market design – wind integration, ELMP, et al.

FTR auction process; virtual participation, value of liquidity

Smart grid implementation

Meetings – number, style, combined/coordinated with OPSI

Objectives

Education: staff and commissioner levels, legislators

Leadership: Commissioner involvement; time



Scope of Work

Customer Name: William Smith

Company Name: OMS: Organization of MISO States

Telephone Number: 515-243-0742

Email: bill@misostates.org / julie@misostates.org

AGREEMENT. This is an agreement between Visionary Services, Inc. ("Visionary Services") and OMS ("Client") to provide websitedesign services, including but not limited to planning, design, coding and publication of a website according to the specifications in the Site Description listed below.

- (a) **Commencement Date:** TBD
- (b) **Estimated Completion Date:** TBD
- (c) **Project Name:** OMS Website Project

2. PRICE. See details below.

3. Site Description and Deliverables

The following scope assumes the basic website requirements will be included. In addition to the site build, these items include, but are not limited to, metatags creation, browser compatibility, CSS, site traffic statistics, etc.

Visionary Services will develop site and provide admin tools for Client to maintain website.

Project Plan:

Visionary Services will create design mock-ups for Client web site. A base template will be used to insert all content into the new site.

Deliverables:

Design –

- 1) Develop new logo for OMS
 - a. Up to three initial logo design concepts
 - b. Final design based on revisions from three designs
 - c. Client to receive camera-ready artwork for print and web (color and black and white)
- 2) Mock up new design using Client's new logo and color scheme to maintain continuity with print materials.

Development –

- 1) Creation of template based on the approved design mock ups
 - a. Template includes:
 - i. Header design to be carried over on each page
 - ii. Navigation: (top and side navigation based on design approval); this will display all main sections and the subpages associated with the sections



Visionary Services, Inc.

- iii. Footer navigation, copyright, contact information
- 2) Site Map with Admin Tools:
 - a. Work with Client to restructure sitemap of 200+ pages and 700+pdfs to create uniform layout, flow of information.
- 3) Search Engine Optimization tools included to help enhance placement on major search engines, including Google, Yahoo, etc.
- 4) Overall testing of the site's functionality and display of the new template
- 5) Setup of dev/production server & Urchin site statistics

Professional Time –

- 1) Overall time for meetings and setup of the design of the site

Pricing:

Details	Hours	Rate	Total
Project Administration/Testing	40 hrs x	\$50.00	\$2,000.00
Design/CSS/Shell Build	24 hrs x	\$50.00	\$1,600.00
Development [admin tools]	80 hrs x	\$50.00*	\$4,000.00

Subtotal: **\$7,600.00**

*reduced rate from \$75/hr to \$50/hr.

Note: this project requires signature of a hosting contract at a rate of \$20/month. Client will receive the first six months hosting free.

Visionary Approved by: Laine Mendenhall **Title:** Sr. Project Manager

Date: August 11, 2010

Any alterations or deviations from the above specifications involving extra fees or costs will be executed only upon written orders signed by both parties, and will become an extra charge over and above the estimate provided. Should the Client require additional work beyond the specifications above, the Client agrees to pay Visionary Services an additional \$50.00 per hour.

4. **DESIGN PROCESS.** The content of all Web pages (text and graphics) will be provided by the Client in an acceptable electronic format. Content that must be re-keyed or scanned may be subject to additional fees. The process for the creation of visuals, such as graphics and page designs, consists of VISIONARY SERVICES providing drafts and asking for feedback from the Client; the feedback is then used to produce another draft. This estimate includes no more than two (2) rounds of this process for each design element. Additional rounds shall be additional charges at VISIONARY SERVICES' standard hourly rate.

5. **PAYMENT.** Upon signing this Agreement, Client will be invoiced in monthly installments, based on the estimated project timeline, yet to be determined.

*If it is determined additional items are requested outside the original scope, Visionary will provide addendum to be approved by Client. Invoice will reflect any additional costs approved and incurred during project.

Interest shall accrue monthly at a rate of 1.5% until the balance is paid. VISIONARY SERVICES reserves the right to remove Web pages from viewing on the Internet until final

payment is made. If collection activities become necessary, the Client agrees to pay all fees and costs necessary to collect the fee including reasonable attorney's fees and court costs.

6. COMPLETION DATE. VISIONARY SERVICES and the Client must work together to complete the Website in a timely manner. To avoid additional fees or delay of the completion date, Client must supply VISIONARY SERVICES the complete text and graphics content for the Website within the time frame assigned by VISIONARY SERVICES. VISIONARY SERVICES also anticipates to provide the completed Website within 30 business days of receipt of the comments on the draft site. Any alterations or deviations from the above specifications may delay the anticipated completion dates. The Client acknowledges these dates are anticipated dates of completion and are not guaranteed dates of completion.

7. COPYRIGHT AND TRADEMARKS. Client unconditionally guarantees that any elements of text, graphics, photos, logos, trademarks or other artwork furnished to VISIONARY SERVICES for use in the Website are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements and will hold harmless, protect and defend VISIONARY SERVICES, its principals, employees and contractors from any claim or suit arising from the use of such elements furnished to the Client. Client is solely responsible for the editorial content of the material included on its website.

8. COPYRIGHT TO WEB PAGES. Copyright to the Web site, including HTML code, graphics and Web pages produced by VISIONARY SERVICES is owned by VISIONARY SERVICES. Upon final payment of this agreement, the Client is assigned rights to use the finished Web pages as a Web site. Rights to photos, graphics, source code, work-up files and computer programs are specifically not transferred to the Client, and remain the property of their respective owners.

In the event Client wants to take control of the development of the site notification must be made to VISIONARY SERVICES in writing and fourteen days notice provided to prepare the site for transfer. VISIONARY SERVICES will transfer a onetime license to Client for their sole use of the source code. The source code may not be duplicated or re-used or sold by Client. Client will at their own expense be allowed to modify the code to meet their ongoing business needs. A fee for preparing the site and coordinating installation on client's servers may apply.

To speed development of the system, some third party software may be used for the creation of the web site. Upon transfer of code to Client, there may be need to re-license some of the software at the Client's expense. Operating systems, server hardware, networking hardware, database software, and other server components are not part of the transfer to Client.

9. CONFIDENTIALITY. VISIONARY SERVICES will maintain the confidentiality of Client's source materials, technical and marketing plans and all other sensitive information. Likewise, the Client agrees that it will not convey any confidential information obtained about VISIONARY SERVICES to another party.

10. WEB SIGNATURE. VISIONARY SERVICES shall be entitled to place an unobtrusive credit with a link to the www.visionary.com Website in the footer of the home page. The Client also grants VISIONARY SERVICES the right to place a link on its Website to the Client's Website for a design portfolio.



11. **MAINTENANCE AND HOURLY RATE.** Once site is designed, published and Client has indicated acceptance of completion of the Website within the scope of the Site Description, additional site maintenance is billable at an hourly rate of \$50.00 per hour.

12. **WARRANTIES AND LIABILITY.** VISIONARY SERVICES does not warrant that the functions contained in the Web pages or the Internet Website will meet the Client's requirements or that the operation of the Web pages will be uninterrupted or error-free. VISIONARY SERVICES does not warrant that the functions of the Website will meet the Client's expectations of site traffic or resulting business. In no event will VISIONARY SERVICES be liable to the Client or any third party for any damages, including any lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate these Web pages or Web site, even if VISIONARY SERVICES has been advised of the possibility of such damages. Client agrees to indemnify, defend and hold VISIONARY SERVICES, its principals, employees and contractors harmless from any claim or suit brought by a third party against the Client or VISIONARY SERVICES directly.

13. **CANCELLATION.** In the event Client cancels or terminates the Design Services before the conclusion of the project, Client agrees to pay VISIONARY SERVICES fees based upon the number of service hours performed by VISIONARY SERVICES before cancellation or termination at its standard hourly rate. In addition, Client agrees to reimburse VISIONARY SERVICES for all expenses incurred. The Client agrees to provide written notice in the event of cancellation or termination and any fees and expenses owed to VISIONARY SERVICES must be paid within 14 days of the written notice provided to VISIONARY SERVICES.

14. **ENTIRE AGREEMENT.** This Agreement represents the entire agreement between the parties. The terms and conditions of this Agreement supersede any prior verbal or written communications. No waivers, amendments or modifications of this Agreement shall be valid unless in writing signed by all parties.

This Agreement is signed between the parties on this _____ day of _____, 200__.

Client Authorized Signature

Laine Mendenhall

Visionary Services, Inc. Authorized Signature
Title: Sr. Project Manager

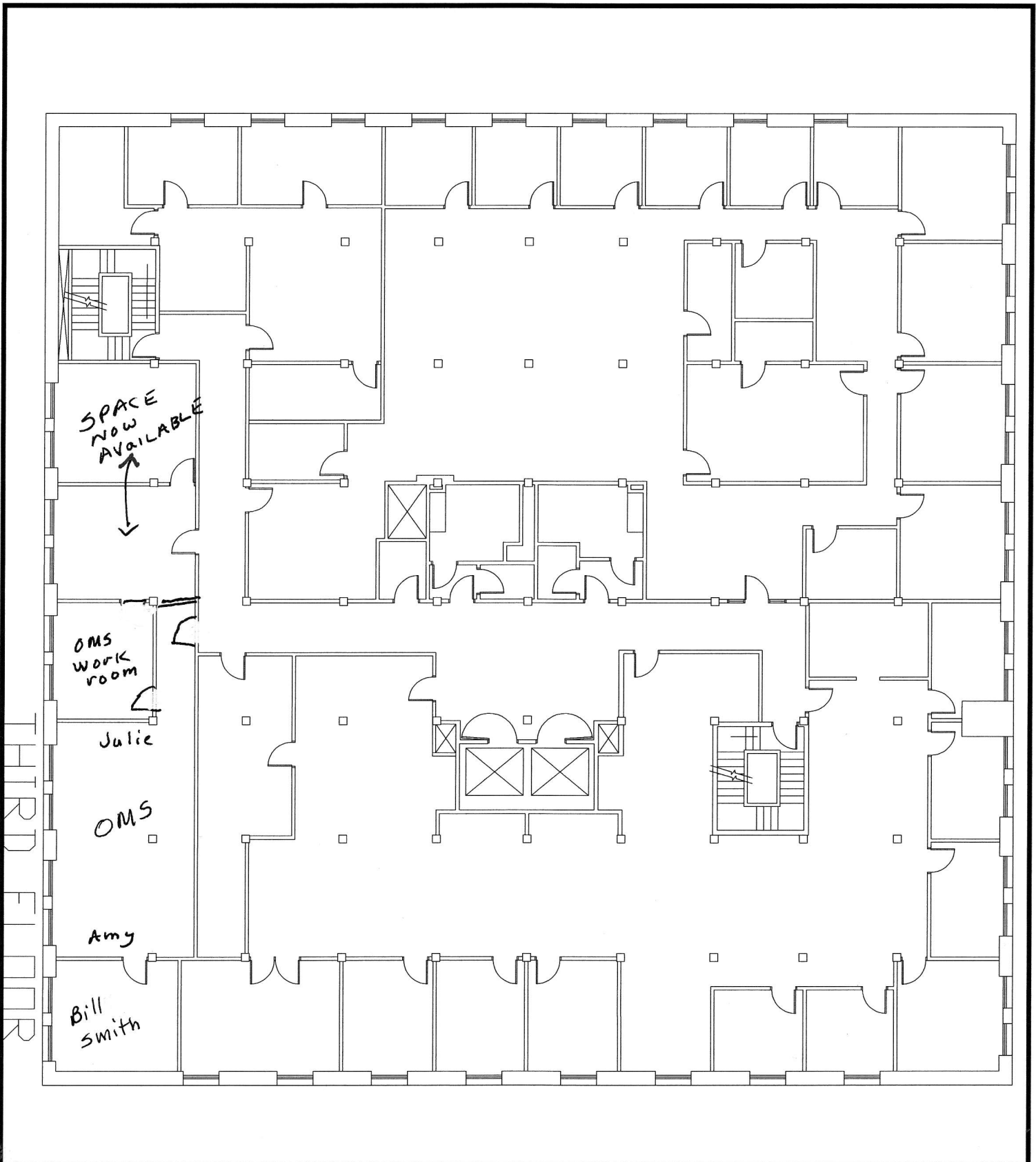
2011 OMS Meetings **DRAFT**

Board of Directors (Thursday meetings unless noted)	Executive Committee (Thursday meetings, unless noted)	OMS WG Chairs (Friday meetings, unless noted)	MISO A/C (Wednesday mtgs)	Other Mtgs
Jan 13 at 1:00 pm central	Jan 27 at 1:00 pm central	Jan 7 at 9:30 am central	Jan 19*	
Feb 10 at 1:00 pm central	Feb 24 at 1:00 pm central	Feb 4 at 9:30 am central	Feb 16	NARUC Feb 13-17 Wash, DC
Mar 10 at 1:00 pm central	Mar 24 at 1:00 pm central	Mar 4 at 9:30 am central	Mar 16*	
Apr 14 at 1:00 pm central	Apr 28 at 1:00 pm central	Apr 1 at 9:30 am central	Apr 20 (Stakeholders)	
May 12 at 1:00 pm central	May 26 at 1:00 pm central	May 6 at 9:30 am central	May 18*	
June 9 at 1:00 pm central	June 23 at 1:00 pm central	June 3 at 9:30 am central	June 15	MARC June 5-8 Rapid City, SD
July 14 at 1:00 pm central	July 28 at 1:00 pm central	July 8 at 9:30 am central	July 20*	NARUC July 17-20 Los Angeles
Aug 11 at 1:00 pm central	Aug 25 at 1:00 pm central	Aug 5 at 9:30 am central	Aug 17 (St Paul)	
Sept 8 at 1:00 pm central	Sept 22 at 1:00 pm central	Sep 2 at 9:30 am central	Sept 14*	
Oct 13 at 1:00 pm CDT (Regular BoD mtg) Tues, Oct 18 at 9:00 am EDT (Annual Mtg)	Oct 27 at 1:00 pm central	Oct 7 at 9:30 am central	Oct 19	
Nov 10 at 1:00 pm central	Tues, Nov 22 at 1:00 pm central	Nov 4 at 9:30 am central	Nov 16*	NARUC Nov 13-16 St. Louis, MO
Dec 1 at 1:00 pm central	Dec 15 at 1:00 pm central	Dec 2 at 9:30 am central	Dec 7	

* Some Advisory Committee meetings will be marked as "Conference calls" with the intent of short agendas or cancellation. The MISO Board does not meet those months.

(9) OMS Office Holidays in 2011:

New Year's Day –	Monday, Jan 3	Day after Thanksgiving -	Friday, Nov 25
Memorial Day -	Monday, May 30	Christmas -	Monday, Dec 26
Independence Day -	Monday, July 4	New Year's Eve -	Friday, Dec. 30
Labor Day -	Monday, Sep 5	Plus one day of Executive Director's choice	
Thanksgiving -	Thursday, Nov 24		



Scale: NO SCALE
 Date: 3/2/04
 Drawn By: BBUEITEL
 Sheet: 3rd

100 COURT 3RD FLOOR
 100 COURT
 100 COURT AVENUE
 DES MOINES, IOWA

No.	Revision/Issue	Date



FERRUS REAL ESTATE GROUP, LLC.
 616 10th Street Des Moines, IA 50309



THIS IS A SCHEMATIC DESIGN DOCUMENT TO BE USED TO CLARIFY PROGRAM AND INFORMATION ONLY. THE ARCHITECT ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION OR THE RESPONSIBILITY OF THE ARCHITECT FOR THE DESIGN OF THE BUILDING.