

**Tentative Agenda  
Glenwood City Council Meeting  
September 12, 2023  
City Hall 5 N Vine St~ 7:00 p.m.**

**Committee Meeting 6:00-7:00p.m.**

**Public Admin**

- Perpetual Care Fund
- Cemetery Rates - Resolution 3648
- Code of Ordinances Review
- Square Crow Days - Diana Burchett

**Budget & Finance**

- YMCA - Diana Burchett
- Rooftop Unit Repair - Quote
- Fire Panel - Quote
- Pool/Water Feature Pump - Quote

**Council Meeting - 7:00 p.m.**

**1. Call to order/roll call**

- 2. Consent agenda** - All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion on these items unless a request is made prior to the time Council votes on the motion:

- |   |  |
|---|--|
| a. <b>Agenda</b>                              | d. <b><u>Minutes of 8.30.2023 Special Meeting</u></b>                |
| b. <b>Abstract of <u>Claims #5</u></b>        | e. <b><u>Proclamation for Constitution Week- September 17-23</u></b> |
| c. <b><u>Minutes of 8.22.2023 Meeting</u></b> |  |

**3. Allow visitors to address council**

Visitors may address the Council at this time; however, comments will be limited to 3 minutes. As per Iowa's Open Meetings Law, Council can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

**4. Street Painting - Christina Duran - Homecoming - Special Events Application**

**5. Resolution 3646 Setting Public Hearing Concerning Arbor Hills Subdivision Located Within The Corporate Limits of the City of Glenwood for September 26, 2023 at 7:00 p.m. - Staff Report**

**6. Request to reduce permit fee for Mills County Annex Building - Staff Report**

**7. Special Events Application for Fireworks After Homecoming Football Game**

**8. Committee Reports**

- |   |   |
|---|---|
| a. Public Admin - Jackson                         | b. Budget & Finance - Smithers              |
| i. Perpetual Care Fund                            | i. Rooftop Unit Repair - <u>Quote</u>       |
| ii. <u>Resolution 3648 Setting Cemetery Rates</u> | ii. Fire Panel - <u>Quote</u>               |
| iii. <u>Code of Ordinances Review</u>             | iii. Pool/Water Feature Pump - <u>Quote</u> |
| iv. Square Crow Days                              |   |

**9. Pay Request 1 from TAB Construction for Mills County Trails Bridge Project in the amount of \$7,372.00**

**10. Departmental Reports**

- a. **Clark-Public Works**
- b. **Johansen – Police Dept**
- c. **Painter – Library**
- d. **Collins – Cemetery**
- e. **Gray – Fire & Rescue/ Code enforcement**
- f. **Mattox – Park**
- g. **Farnan – Admin**
  - i. Resolution 3647 Approving Fund Transfers for FY2023 - Staff Report
  - ii. Western Ia Networks update - Staff Report

**11. Mayor Report**

**12. Motion to Adjourn**    Motion \_\_\_\_\_    Second \_\_\_\_\_    Ayes \_\_\_\_\_    Time: \_\_\_\_\_ PM

Claims  
#5

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	CHECK DATE
GENERAL LIABILITIES					
FIRST NATIONAL BANK	FED/FICA TAX	12,323.13		1291488	8/24/23
FIRST NATIONAL BANK	FED/FICA TAX	13,549.23		1291491	9/07/23
FIRST NATIONAL BANK	FED/FICA TAX	4,858.38	30,730.74	1291494	9/08/23
TREASURER, STATE OF IOWA	STATE TAX	1,679.63		1291489	8/24/23
TREASURER, STATE OF IOWA	STATE TAX	1,926.74		1291492	9/07/23
TREASURER, STATE OF IOWA	STATE TAX	713.13	4,319.50	1291495	9/08/23
IPERS	IPERS	10,337.09		1291490	8/24/23
IPERS	IPERS	11,148.42		1291493	9/07/23
IPERS	IPERS - PROTECT	3,676.00	25,161.51	1291496	9/08/23
CITY OF GLENWOOD	HEALTH INS	1,967.50		80865	8/24/23
CITY OF GLENWOOD	HEALTH INS	1,967.50		80872	9/07/23
CITY OF GLENWOOD	HEALTH INS	1,020.00	4,955.00	80873	9/08/23
	050 LIABILITIES TOTAL		65,166.75		
POLICE					
BEST FINISH AUTO SERVICE	'21 TAHOE SERVICE		1,039.67	80895	9/12/23
BOMGAARS	PLIER SET/PARTS		58.97	80898	9/12/23
DETAILS THE CLEANING CO.	PD CLEANING		200.00	80901	9/12/23
EAGLE BUSINESS CREDIT LLC	TEST KITS		931.10	80922	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		88.24	80930	9/12/23
NAPA AUTO PARTS	BATTERY CHARGER		199.00	80936	9/12/23
SEVERN PEST MANAGEMENT	PD PEST CONTROL		37.50	80943	9/12/23
DON SHREFFLER	CULTIVATE COM REIMBURSEMENT		75.00	80944	9/12/23
US CELLULAR	PD PHONES		490.24	80947	9/12/23
VISA	J POWERS TRAINING HOTEL		642.79	80869	8/29/23
VISA	FOOD/CULTIVATE COMMUNITY		90.55	80870	8/29/23
VISA	SIRCHIE EVIDENCE BAGS		537.97	80871	8/29/23
WEX BANK	PD FUEL		2,853.47	1291498	9/11/23
WESTERN IOWA NETWORKS	PD PHONE		59.99	80952	9/12/23
	110 POLICE TOTAL		7,304.49		
K9 DEPARTMENT					
BOMGAARS	DOG FOOD		133.98	80898	9/12/23
VISA	K9 COLLAR		44.99	80871	8/29/23
	111 K9 DEPARTMENT TOTAL		178.97		
FIRE					
BLACK HILLS ENERGY	SERVICE		73.96	80892	9/12/23
AUTO VALUE	VEHICLE FILTERS		1,188.18	80893	9/12/23
BOMGAARS	PARTS		38.01	80898	9/12/23
BOUND TREE MEDICAL, LLC	MED SUPPLIES		245.48	80899	9/12/23
CROATT HEATING & A/C	DUCT WRAPPING		430.00	80900	9/12/23
HEARTLAND TIRES & TREADS	TIRES		885.45	80910	9/12/23
IOWA BOARD PHARMACY EXAMINERS	CONTROLLED SUB ACT REG		90.00	80913	9/12/23
JOE DESIGNER INC	UNIFORM T-SHIRTS		1,048.56	80919	9/12/23
LIFE ASSIST	REPLACEMENT MED BAG		652.47	80925	9/12/23
MATHESON TRI-GAS, INC	OXYGEN		452.65	80927	9/12/23
MHS SYSTEMS INC	EXTINGUISHER REFILLS		317.61	80929	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		453.60	80930	9/12/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK#	CHECK DATE
MIDWEST BREATHING AIR LLC	QUARTERLY SCBA TESTING		368.75	80931	9/12/23
MILLS COUNTY TREASURER	508 COOLIDGE '22 PROPERTY TAX		2,640.00	80932	9/12/23
NEXUS TECH SOLUTIONS	FD IT		146.72	80938	9/12/23
PAPER TIGER	FD SHRED		10.00	80939	9/12/23
STERICYCLE	MED WASTE		100.44	80946	9/12/23
US CELLULAR	PHONE SERV		250.07	80947	9/12/23
CENTURYLINK	712 52 9332 234		187.65	80949	9/12/23
W.S. DARLEY & COMPANY	REPLACEMENT RACK		2,165.13	80950	9/12/23
WEX BANK	FD FUEL		2,101.64	1291498	9/11/23
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	150 FIRE TOTAL		13,846.37		
SANITATION					
WASTE CONNECTIONS OF IOWA	PARK SERV		651.96	80951	9/12/23
			-----		
	290 SANITATION TOTAL		651.96		
LIBRARY					
CITY OF GLENWOOD	HEALTH INS	537.50		80865	8/24/23
CITY OF GLENWOOD	HEALTH INS	537.50	1,075.00	80872	9/07/23
BLACK HILLS ENERGY	SERVICE		39.24	80874	9/07/23
EBSCO INFORMATION SERVICES	PERIODICAL SUBSCRIPTIONS		1,050.86	80875	9/07/23
BAKER & TAYLOR	BOOKS	352.88		1411	9/07/23
BAKER & TAYLOR	BOOKS	384.13	737.01	80876	9/07/23
BUTHE'S TURF	LAWN CARE		200.00	80877	9/07/23
CAPITAL BUSINESS SYS	TELEPHONE		188.16	80878	9/07/23
CAPITAL BUSINESS SYSTEMS	CANON COPIER/PRINTER		180.62	80879	9/07/23
CENTER POINT PUBLISHING	BOOKS		192.96	1412	9/07/23
DEMCO	BOOKMARKS	33.48		1413	9/07/23
DEMCO	OFFICE SUPPL	496.59	530.07	80880	9/07/23
MIDWEST TAPE, LLC	AUDIOBOOKS		461.26	80881	9/07/23
J Q OFFICE	KYOCERA		92.40	80882	9/07/23
SPARTAN STORES, LLC			50.43	1414	9/07/23
MEDIACOM	INTERNET SERV		275.90	80883	9/07/23
MIDAMERICAN ENERGY (LIB)	ELECTRIC SERVICE		595.52	80884	9/07/23
ORKIN	PEST CONTROL		71.99	80885	9/07/23
OXEN TECHNOLOGY	COMPUTER MAINTENANCE		514.00	80886	9/07/23
PAPER TIGER	LIB SHRED		10.00	80939	9/12/23
QUALITY CARE CLEANING	CLEANING SERVICE		1,060.00	80887	9/07/23
QUILL	OFFICE SUPPLIES	9.88		1415	9/07/23
QUILL	OFFICE SUPPLIES	162.61	172.49	80888	9/07/23
VISA	WALL BASE SUPPL		535.23	80889	9/07/23
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	410 LIBRARY TOTAL		8,033.14		
AMPITHEATER					
MIDAMERICAN ENERGY	ELECTRIC SERVICE		86.50	80930	9/12/23
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	420 AMPITHEATER TOTAL		86.50		
PARK					
BLACK HILLS ENERGY	SERVICE		37.02	80892	9/12/23
BOMGAARS	R MATTOX SHOES/SHIRTS/JEANS		353.39	80898	9/12/23
EVANS EQUIPMENT COMPANY	SKID LOADER RENTAL		1,177.00	80905	9/12/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
GLENWOOD FEED AND INDUSTRIAL	WEED KILLER/BLOWER REPAIR		178.90	80909	9/12/23
LARSEN SUPPLY CO. (PK)	OPERATING SUPPL		150.43	80923	9/12/23
LDI	MOWER PARTS		818.18	80924	9/12/23
LINKON LOGS PORTABLES	CITY PARK SERV		70.00	80926	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		1,592.70	80930	9/12/23
NAPA AUTO PARTS (PK)	WINDSHIELD WASH		8.30	80935	9/12/23
US CELLULAR	PARK PHONE		95.04	80947	9/12/23
UPHOFF OUTDOOR POWER, LLC	SCAG PARTS		80.96	80948	9/12/23
VISA	OFFICE SUPPL		66.56	80868	8/29/23
WEX BANK	PARK FUEL		1,092.47	1291498	9/11/23
WASTE CONNECTIONS OF IOWA	CAMPGROUND SERV		322.00	80951	9/12/23
			-----		
	430 PARK TOTAL		6,042.95		
RECREATION					
BOMGAARS	SAFETY EYEWEAR/PADLOCK		130.40	80898	9/12/23
LINKON LOGS PORTABLES	CITY BALLFIELD SERV		60.00	80926	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		108.00	80930	9/12/23
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	440 RECREATION TOTAL		298.40		
CEMETERY					
IPERS				1291493	9/07/23
BLACK HILLS ENERGY	SERVICE		41.44	80892	9/12/23
BOMGAARS	DRILL BIT		35.57	80898	9/12/23
IOWA STATE UNIVERSITY	ORN & TURF PEST CNTRL TRAINING		45.00	80918	9/12/23
KONFRST ENTERPRISES	EMERGENCY TREE REMOVAL		2,000.00	80921	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		80.90	80930	9/12/23
NAPA AUTO PARTS (CEM)	OIL/OIL FILTERS		402.30	80934	9/12/23
US CELLULAR	CEM PHONE		47.52	80947	9/12/23
UPHOFF OUTDOOR POWER, LLC	CASTER WHEEL/PARTS		343.86	80948	9/12/23
CENTURYLINK	712 527 3856 492		66.07	80949	9/12/23
WEX BANK	CEM FUEL		979.02	1291498	9/11/23
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	450 CEMETERY TOTAL		4,041.68		
TREE BRD/COMM BEAUTIFICAT					
ARBOR DAY FOUNDATION	MEMBERSHIP DUES		25.00	80937	9/12/23
			-----		
	510 TREE BRD/COMM BEAUTIFICAT TOTAL		25.00		
PLANNING AND ZONING					
EAGLE ENGINEERING	COUNTY ANNEX BUILDING REVIEW		280.00	80903	9/12/23
VISA	CODE ENFORCEMENT POSTAGE		52.80	80868	8/29/23
			-----		
	540 PLANNING AND ZONING TOTAL		332.80		
ADMINISTRATION					
BLACK HILLS ENERGY	SERVICE		37.02	80892	9/12/23
DETAILS THE CLEANING CO.	CITY HALL CLEANING		200.00	80901	9/12/23
EGIS TECHNOLOGIES	IT SUPPORT		178.00	80904	9/12/23
AMBER J FARNAN	MILES FOR IA RURAL SUMMIT		40.35	80906	9/12/23
FIRST NAT'L BANK	SAFE BOX RENTAL		25.00	80907	9/12/23
GCSO PRINT SHOP	DRAFT CODIFICATION BOOKS		84.50	80908	9/12/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
IMFOA	ALLEY IMFOA FALL 23		350.00	80914	9/12/23
IOWA STATE UNIVERSITY	ALLEY FALL CLERK TRAINING		208.00	80917	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		860.83	80930	9/12/23
MILLS COUNTY TREASURER	202 TOWNSEND '22 PROPERTY TAX		2,020.00	80932	9/12/23
PAPER TIGER	CITY HALL SHRED		10.00	80939	9/12/23
SAM'S CLUB	CITY HALL AIR FILTERS		79.96	80940	9/12/23
SECRETARY OF STATE	NOTARY PUBLIC FEES		30.00	80941	9/12/23
SEVERN PEST MANAGEMENT	CITY HALL PEST CONTROL		77.50	80943	9/12/23
VISA	LOCKABLE CABINET FOR ELECT		690.53	80868	8/29/23
WESTERN IOWA NETWORKS	CITY HALL PHONE		128.95	80952	9/12/23
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	620 ADMINISTRATION TOTAL		5,020.64		
TORT LIABILITY					
IOWA MUNICIPALITIES WORKERS	INSTALLMENT 3- WORK COMP PREM		6,094.00	80915	9/12/23
			-----		
	660 TORT LIABILITY TOTAL		6,094.00		
	001 GENERAL TOTAL		117,123.65		
AQUATIC CENTER					
POOL					
AQUA CHEM INC.	POOL CHEMICALS		327.00	80891	9/12/23
BOMGAARS	CONCRETE SEALANT		81.87	80898	9/12/23
EAGLE ENGINEERING	POOL PROJECT MANAGER		360.00	80903	9/12/23
AMBER J FARNAN	SAMS CONCESSION MILES		24.37	80906	9/12/23
SPARTAN STORES, LLC	POOL CONCESSION FOOD		11.34	80920	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		3,732.91	80930	9/12/23
MILLS COUNTY YMCA	LIFEGUARD SALARIES		5,807.39	80933	9/12/23
SAM'S CLUB	POOL FOOD CONCESSIONS		31.75	80940	9/12/23
SEVERN PEST MANAGEMENT	POOL PEST CONTROL		45.00	80943	9/12/23
VISA	POOL CONCESSION FOOD		32.97	80868	8/29/23
WASTE CONNECTIONS OF IOWA	POOL SERV		190.00	80951	9/12/23
WESTERN IOWA NETWORKS	POOL PHONE		244.56	80952	9/12/23
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	445 POOL TOTAL		10,889.16		
	002 AQUATIC CENTER TOTAL		10,889.16		
ROAD USE TAX					
LIABILITIES					
FIRST NATIONAL BANK	FED/FICA TAX	2,552.56		1291488	8/24/23
FIRST NATIONAL BANK	FED/FICA TAX	2,592.15	5,144.71	1291491	9/07/23
TREASURER, STATE OF IOWA	STATE TAX	368.03		1291489	8/24/23
TREASURER, STATE OF IOWA	STATE TAX	381.38	749.41	1291492	9/07/23
			-----		
	050 LIABILITIES TOTAL		5,894.12		
STREET					
READY MIXED CONCRETE, CO	104 S WALNUT ST CONCRETE		715.57	80890	9/12/23
BLACK HILLS ENERGY	SERVICE		101.09	80892	9/12/23
AUTO VALUE/ARNOLD MOTOR	FILTER/ANTIFREEZE		42.99	80894	9/12/23

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
BOMGAARS	BUG SPRAY X2		166.53	80898	9/12/23
DIAMOND VOGEL, INC	PAINT		118.50	80902	9/12/23
EAGLE ENGINEERING	23-26 LOCUST ST RECON DESIGN		27,605.80	80903	9/12/23
HGM ASSOCIATES INC.	BRIDGE INSPECTION		1,225.00	80911	9/12/23
IOWA ONE CALL	LOCATES		64.30	80916	9/12/23
LDI	KUBOTA PARTS		36.44	80924	9/12/23
MIDAMERICAN ENERGY	ELECTRIC SERVICE		3,096.85	80930	9/12/23
US CELLULAR	RUT PHONE		102.04	80947	9/12/23
UPHOFF OUTDOOR POWER, LLC	CHAIN SHARPENING PARTS		68.69	80948	9/12/23
CENTURYLINK	712 527 4598 395		56.07	80949	9/12/23
WEX BANK	RUT FUEL		1,747.08	1291498	9/11/23
	210 STREET TOTAL		35,146.95		
	110 ROAD USE TAX TOTAL		41,041.07		
EMPLOYEE BENEFITS					
POLICE					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		109.56	80866	8/29/23
	110 POLICE TOTAL		109.56		
FIRE					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		78.61	80866	8/29/23
	150 FIRE TOTAL		78.61		
STREET					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		56.15	80866	8/29/23
	210 STREET TOTAL		56.15		
LIBRARY					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		44.92	80866	8/29/23
	410 LIBRARY TOTAL		44.92		
PARK					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		22.46	80866	8/29/23
	430 PARK TOTAL		22.46		
CEMETERY					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		11.23	80866	8/29/23
	450 CEMETERY TOTAL		11.23		
ADMINISTRATION					
PRINCIPAL LIFE INS CO	LIFE AND AD&D		22.46	80866	8/29/23
	620 ADMINISTRATION TOTAL		22.46		

VENDOR NAME	REFERENCE	AMOUNT	VENDOR TOTAL	CHECK CHECK#	DATE
	112 EMPLOYEE BENEFITS TOTAL		345.39		
LOST-SPECIAL REVENUE RECREATION HOUSERS AC AND HEATING	YMCA ROOF SERVICE		642.00	80912	9/12/23
	440 RECREATION TOTAL		642.00		
	121 LOST-SPECIAL REVENUE TOTAL		642.00		
CDBG HOUSING GRANT CDBG HOUSING PROJECTS MARK HUGHES CONSTRUCTION	19 DRH 002 PASSTHROUGH FUNDS		57,724.93	80928	9/12/23
SELL CONSTRUCTION LLC	19 DRH 001 PASSTHROUGH FUNDS		114,375.52	80942	9/12/23
SOUTHWEST IA PLANNING COUNCIL	19 DRH 016 PASSTHROUGH FUNDS		4,495.00	80945	9/12/23
	140 CDBG HOUSING PROJECTS TOTAL		176,595.45		
	311 CDBG HOUSING GRANT TOTAL		176,595.45		
	Accounts Payable Total		346,636.72		
Payroll Checks					
	001 GENERAL		41,160.00		
	110 ROAD USE TAX		8,125.42		
	Total Paid On: 8/24/23		49,285.42		
	001 GENERAL		43,693.20		
	110 ROAD USE TAX		7,982.78		
	112 EMPLOYEE BENEFITS		764.07		
	Total Paid On: 9/07/23		52,440.05		
	001 GENERAL		17,435.08		
	Total Paid On: 9/08/23		17,435.08		
	Total Payroll Paid		119,160.55		
	Report Total		465,797.27		

**CLAIMS REPORT**  
**CLAIMS FUND SUMMARY**

FUND	NAME	AMOUNT
001	GENERAL	219,411.93
002	AQUATIC CENTER	10,889.16
110	ROAD USE TAX	57,149.27
112	EMPLOYEE BENEFITS	1,109.46
121	LOST-SPECIAL REVENUE	642.00
311	CDBG HOUSING GRANT	176,595.45
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	TOTAL FUNDS	465,797.27



## **Glenwood City Council Committee Meeting Minutes**

August 22, 2023

Glenwood City Council met for committee meetings on Tues, 8.22.23 at 6:00 pm in Council Chambers prior to the City Council meeting with the following present Mayor Pro Tem Dan McComb; Council Members present: Donnie Kates, Laurie Smithers, Jeremy Rodman was present at 6:00 and Holly Jackson arrived at 6:07 pm. City employees present: Fire Chief Gray, Jessica Alley, Amber Farnan, Tara Painter, Chief Johansen; Guests: Joe Foreman, Devin Embray and Jennie Davis

Committee meetings are for discussion only, no action is taken, but a quorum is usually present. Action, if any, will be taken during the Council Meeting following the committee meetings or at another scheduled council meeting.

### **Public Admin**

- Chamber Director Jennie Davis discussed food truck parking around the square, expressed concerns for restaurants around the square, safety and availability of parking
- Dr. Embray stated concerns of having a food truck parked across the street from the high school at the rec complex and noted that joint permission would need to be granted (school & city) for a food truck parked at the Glenwood Aquatic Center
- Discussed the possibility of a one day/week food truck permit, currently only 6 months & 1 year available
- Council members expressed concerns regarding changing the food truck ordinance, allowing parking around the square, & permit length, changes discussed would require more staff time & attention for City Hall & PD if parking or safety issues were presented
- Discussed reviewing the code of ordinance draft from Simmering-Cory Codification, Council will begin reviewing at each meeting, department heads will review chapters relevant to their departments, Farnan would like the review process to be completed by end of year

Meeting ended at 6:55pm

## **Glenwood City Council Minutes**

August 22, 2023

Glenwood City Council met in regular session on Tues, 8.22.23 at 7:00 pm in Council Chambers Mayor Pro Tem Dan McComb called the meeting to order with the following Council Members present: Donnie Kates, Laurie Smithers, Holly Jackson, and Jeremy Rodman. City employees present: Fire Chief Gray, Jamey Clark, Amber Farnan, Jessica Alley, Chief Johnansen, and Tara Painter; Guests: Joe Foreman, Jennie Davis, Mark Hughes, Jim Hughes, Dick Davis, Jack & Carolyn Williams, Brad Oliver; virtually: Bob Wray, & Aaron Ling; Mayor Kohn was absent.

Motion Jackson/2nd Kates to approve the Consent Agenda as printed: Agenda, Abstract of Claims #4, Minutes of 8.8.2023, Parea Temp Liquor License for Homecoming Street Dance on 9.16.2023, Resolution 3644 Accepting Dedication of Maplewood Circle, Resolution 3645 Accepting Dedication of Oak Ridge Drive & Oak Ridge Lane; Ayes- 5 Nays- 0 motion carried

Jack & Carolyn Williams, Dick Davis- proposed the stop signs going in at 4th and Elm St should be a 4-way stop instead, Chief Johansen and PW Director Jamey Clark explained safety concerns with a stop sign so close to the crest of the hill on Elm, will research stopping distance requirements

Mayor Pro Tem McComb opened the public meeting regarding the Adoption of FY24 Budget Amendment at 7:14pm; no written or oral comments received from the public prior to the meeting and no oral comments made at the public hearing, public hearing closed at 7:15 pm

Motion Jackson/2nd Smithers to approve Resolution 3642 Adopting FY24 Budget Amendment; Ayes- 5 Nays- 0 motion carried

Motion Smithers/2nd Jackson to approve Resolution 3641, Resolution Calling an Election on the Proposition of Imposing a Hotel and Motel Tax; Ayes- 5 Nays- 0 motion carried

Motion Jackson/2nd Smithers to approve the Third Reading of Ordinance 930- an Ordinance Amending the Code of Ordinances pertaining to Vehicle Stop Requirements within the City. (Adding Stop Signs on 4th, Elm & Nuckolls Streets); to be formally adopted after legal publication by law; Ayes- 5 Nays- 0 motion carried

Motion Smithers/2nd Kates to approve Joint Participation Agreement with SWIPCO for SWITA services Ayes- 5 Nays- 0 motion carried

Motion Kates/2nd Jackson to approve finalized DTR Contract with Curtis Architecture; Ayes- 5 Nays- 0 motion carried

No action was taken on the Development Agreement for 2 N. Walnut St, Upper Story Grant

Sealed Bids for PD 2011 Chevy Tahoe- Chief Johansen opened 3 sealed bids: Tim Caya bid \$3,607.00, Ringwood Motors bid \$1,280.00, and Emergency Remarketing bid \$1,688.00

Motion Jackson/2nd Smithers to table selling 2011 Chevy Tahoe until further price research is done by Chief Johansen; Ayes- 5 Nays- 0 motion carried

Action items from committee meeting discussions

Public Admin

Jackson reported on Food Truck parking on the Square and on public property & assessing draft of Code of Ordinance book, no action was taken

Smithers reported on request to amend Food Truck permits to include 1 day or 1 week options, no action was taken

Department Reports

Public Works Director Clark - Parking spots painted on 8.18.23

Police Chief Johansen- 8.18.23 vandalism was reported on Louise Ave, traffic signs, at Glenwood Lake Park, the school, and asphalt; suspect apprehended 8.21.23; Cultivate Community had great turnout, will host again next year

Library Director Painter- library now has all public spaces open, preparing for early out Wednesdays

Fire Chief Gray- 73 calls since the last Council, 52 in city limits; abandoned Green St property has a hole in roof, overgrown, backyard is 3-4 ft high; P&Z discussing Abandoned/Vacant Property Registry

Motion Jackson/2nd Kates to move forward with discussing Abandoned Green St property with City Attorney; Ayes- 5 Nays- 0 motion carried

Motion Kates/2nd Jackson to approve Resolution 3643 Setting Glenwood Fire Department Fees; Ayes- 5 Nays- 0 motion carried

Motion Kates/2nd Smithers to move forward with City of Glenwood beginning 28E agreement negotiations with townships and tier agreements with surrounding EMS providers; Ayes- 5 Nays- 0 motion carried

Motion Smithers/2nd Kates to Approve Glenwood Volunteer Fire Association to hold gun raffle; Ayes- 4 Nays- 1 (Rodman) motion carried

Motion Kates/2nd Jackson to Approve Digitized Zoning Map; Ayes- 5 Nays- 0 motion carried

Admin Farnan- Aquatic Center will be open 8/26 - 8/27 and 9/2 - 9/4 weather, staff, and attendance permitting; discussed stop light traffic study being an option for Sivers Rd & E Sharp St, cannot put light in without study per Iowa DOT; HUD, SWIPCO, IEDA, Hughes, Overhue, and Farnan toured 2 Mark Hughes houses, Elm St Apts and 6th St project; 6th St road reconstruction planned to start in Sept - from Elm St West to the 1200 blk of 6th will add curb/gutter & sidewalk on south side, HGM will notify affected residents

Motion Kates/2nd Jackson to Approve Signature authorization for alternate signatories, authorizing Mayor Pro Tem & City Administrator to sign documents for CDBG grants; Ayes- 5 Nays- 0 motion carried

Motion Jackson/2nd Kates to approve July 2023 Financials; Ayes- 5 Nays- 0 motion carried

Motion Kates/2nd Jackson to approve: Revised Pay Request 2 for Project 19-DRH-016 - 110 Nuckolls St in the amount of \$31,566.26 instead of \$26,231.81, Revised Pay Request 6 for Project 19-DRH-001 - 712 Lofts in the amount of \$114,375.52 instead of \$114,375.00, & Revised Pay Request 4 for Project 19-DRH-002 - 308 N Hazel St in the amount of \$30,653.67 instead of \$29,009.00; Ayes- 5 Nays- 0 motion carried

Mayor Pro Tem McComb gave a brief update on Mayor Kohn

Motion Jackson/All in favor vote to adjourn meeting at 8:21 pm; Ayes- 5 Nays-0 meeting adjourned

Attest:

---

Mayor Ron Kohn

---

Jessica Alley, City Clerk

## **Glenwood City Council Minutes**

August 30, 2023

Glenwood City Council met in special session on Wednesday, 8.30.23 at 12:33pm in Council Chambers Mayor Pro Tem Dan McComb called the meeting to order with the following Council Members present: Holly Jackson, and Jeremy Rodman. City employees present: Amber Farnan, Guests: David Warren; Mayor Kohn & Councilmembers Laurie Smithers and Donnie Kates were absent.

Motion Rodman/2nd Jackson to approve the Consent Agenda as printed; Agenda; Ayes- 3 Nays- 0 motion carried

Motion Rodman/2nd Jackson to approve the Development Agreement for 2 N. Walnut St for the Upper Story CDBG Project; Ayes- 3 Nays- 0 motion carried

Motion Rodman/2nd Jackson to approve: Pay Request 4 for Project 19-DRH-006 - 306 N Locust St in the amount of \$64,970.04; Pay Request 5 for Project 19-DRH-005 - 210 Valley St in the amount of \$12,922.32; Pay Request 6 for Project 19-DRH-004 - 408 N. Myrtle in the amount of \$31,707.28; Pay Request 5 for Project 19-DRH- 007 - 1001 N. Linn in the amount of \$18,980.07; Ayes- 3 Nays- 0 motion carried

Motion Rodman/2nd Jackson to adjourn meeting at 12:36 pm; Ayes- 3 Nays-0 meeting adjourned

Attest:

---

Mayor Ron Kohn

---

Jessica Alley, City Clerk

# Constitution Week 2023

*Whereas*, September 17, 2023 marks the two hundred and thirty-sixth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

*Whereas*, it is fitting and proper to officially recognize this magnificent document and its memorable anniversary; and to the patriotic celebration which will commemorate the occasion; and

*Whereas*, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Ron Kohn, Mayor of the City of Glenwood do hereby proclaim September 17 through 23, 2023 as

## **CONSTITUTION WEEK**

In Glenwood, and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the city of Glenwood on this twelfth day of September in the year of our Lord two thousand twenty-three.

---

Ron Kohn, Mayor

**CITY OF GLENWOOD  
SPECIAL EVENTS APPLICATION**

Please complete all sections of this application. An incomplete application will be returned to the applicant. Once all required documentation and signatures are received, only then will it be considered by the City Council for final approval. It is highly recommended that Application be completed and submitted 30 days prior to the date of the event to ensure proper review and approval. An application submitted less than 30 days prior to an event may not be processed in time to be approved by the City Council. It is recommended that a representative be present at the Council Meeting when the application is considered.

Date: 9/11/23 Fee: \$25.00 Receipt No. 39266

PLEASE RETURN TO: City Clerk, 5 N. Vine St, Glenwood, Iowa

**APPLICANT INFORMATION**

Applicant: Glenwood Class of 1994  
Event: Homecoming Street Painting  
Coordinator: Christina Duran  
Mailing Address: 210 North Locust St  
Daytime Phone #: 718 954 1331 Evening Phone #: 718 954 1331  
Email Address: ChristinaDuran718@gmail.com

**EVENT INFORMATION**

Type of Event with general description:

Homecoming Street Painting

☒ Open to Public ☐ Private Event

Days/Dates of Event: Wednesday 9/13/23

Time(s) of Event: (Include Set Up/Tear Down Time) 6 pm Set up, 6:15 street closure,  
6:30-7:30pm painting, 7:30 tear down

Event Location:

in front of Glenwood Middle School

**FIREWORKS**

Requesting Fireworks Permit? ☐ Yes ☒ No

Name/s of competent operators who will handle the fireworks N/A

Location on the property the fireworks will be set off from N/A

starting in front of sports complex  
and going back on Sivers Road  
to parking lot behind  
Middle School

"Fireworks Release" to be signed at time of application.

**FENCING** n/a

**FOOD TRUCK**

Name of Food Truck n/a

Location of Food Truck on the Property \_\_\_\_\_

\*Must obtain a Food Truck Permit before event- Separate permit(s) needed for each food truck

**SANITATION/TRASH**

**Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.**

Will additional restrooms be brought to the site? \_\_\_\_\_ Yes ☒ No \_\_\_\_\_ If yes, how many? \_\_\_\_\_

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: Christine Duran Address: 210 North Locust St

Daytime Phone: 718 954 1331 Evening Phone: 718 954 1331

**(Event applicant will be invoiced for any additional cost incurred by the City for clean-up or trash removal after an event)**

**INSURANCE.** Applicant shall obtain and maintain a general liability insurance policy naming the City of Glenwood as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an event on **public property**. For events requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other events held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the Glenwood City Council until the proper insurance certificate is submitted and approved by the City Administrator.

\_\_\_\_\_ Certificate of Insurance provided and accepted ☒ Certificate of Insurance not required

**Security**

Will Security be needed for this event? \_\_\_\_\_ YES ☒ NO

Explain \_\_\_\_\_

If Police Department presence Chief Johansen must be notified and inform you of availability and rates if applicable.

- We will do complete garbage clean up of area.
- Will ask Middle School to connect water hose to the front of the bldg like last year so we can access water for paint brush cleaning.

## ALCOHOL

Will the event require an alcohol license or require modification of an existing license? \_\_\_\_\_ Yes ☒ No

For events with temporary outdoor service/beer garden City Outdoor Service Application must be completed per City Code Chapter 120.06.

## REQUESTED INFORMATION (Check All Applicable Lines)

☒ Temporarily close streets:

Area to be closed: road in front of middle school from  
the sports complex to the parking lot in the back  
of the middle school. Wednesday 9/13/23 from 6 pm  
to 8 pm

**If closing street, applicant must notify affected owners/residents - describe how residents were/will be notified**  
(For events it is recommended that adjoining property owners sign a form (provided by applicant) showing they have been notified of the event by the applicant.):

Flyers will be put in mail boxes - same as  
last year. It will also be posted on the Glenwood  
Buzz.

no Use of City Park (specify park and attach map of setup): \_\_\_\_\_

no Parade (attach map of route and indicate streets to be closed)

no Walk/Run (attach map of route and indicate streets to be closed)

no Tent(s) to be used - over 400 sq ft or canopies over 1,000 sq ft

none Other (please specify): \_\_\_\_\_

## ITEMS REQUESTED FROM THE CITY OF GLENWOOD

☒ Street barricades

no Fencing

no Emergency "No Parking" Signs

no Other (please specify): \_\_\_\_\_

## SOUND SYSTEMS

Please indicate if the following will be used:

maybe Amplified Sound/Speaker System - we will ask Mr. Bissen to use  
speaker at Baseball stadium. If not,  
will have a small personal speaker  
at paint desk,  
6:30 pm to 7:30 pm

no Live Music

no Recorded Music

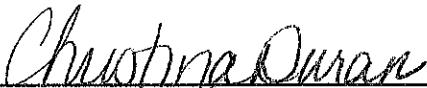
Times Sound Equipment will be used 6:30 pm to 7:30 pm

Location on property where sound equipment will be used in front of middle school

## **AGREEMENT**

In consideration of the City of Glenwood, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Glenwood, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Glenwood, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Glenwood, Iowa.

THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS  
RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO  
THE TERMS AND CONDITIONS AS SET FORTH HEREIN.



Applicant/Sponsor Signature



Date



## DEPARTMENT APPROVALS

The request has been reviewed by the undersigned and recommended for approval from Council with the condition as noted:

### POLICE DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_  
\_\_\_\_\_

### FIRE DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_  
\_\_\_\_\_

### PUBLIC WORKS DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_  
\_\_\_\_\_

### PARKS DEPARTMENT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_  
\_\_\_\_\_

### OTHER

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Recommended Conditions:

\_\_\_\_\_  
\_\_\_\_\_

Dispatch notified \_\_\_\_\_ Date: \_\_\_\_\_

## CITY COUNCIL APPROVAL

Approved: \_\_\_\_\_ Denied: \_\_\_\_\_

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

CONDITIONS IMPOSED: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**RESOLUTION NO. 3646**

**RESOLUTION SETTING PUBLIC HEARING CONCERNING ARBOR HILLS  
SUBDIVISION LOCATED WITHIN THE CORPORATE LIMITS OF THE CITY OF  
GLENWOOD.**

**WHEREAS**, a final plat has been submitted to the City of Glenwood for the approval of Arbor Hills Subdivision, a subdivision located within the corporate limits of the City of Glenwood, Iowa; and

**WHEREAS**, the City of Glenwood desires to set a public hearing concerning the approval of said final plat for Arbor Hills Subdivision, and after said public hearing, may consider formal adoption and approval of the final plat for Arbor Hills Subdivision.

**IT IS THEREFORE RESOLVED BY THE CITY OF GLENWOOD CITY COUNCIL, AS FOLLOWS:**

1. A public hearing concerning the approval of the final plat for Arbor Hills Subdivision located within the corporate limits of the City of Glenwood, Iowa, shall occur on September 26, 2023, at 7:00 p.m. at City Hall located at 5 North Vine Street, Glenwood, Iowa. After said public hearing, the City Council may take any action to approve, disapprove, or table for a later date the submission of the final plat for Arbor Hills Subdivision.

ADOPTED AND APPROVED this 12th day of September, 2023.

\_\_\_\_\_  
Ron Kohn, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Alley, City Clerk



## STAFF REPORT

To: Mayor Kohn, City Council  
From: Amber Farnan  
Date: September 8, 2023  
RE: Arbor Hills

---

Planning & Zoning will be reviewing the final plat for Arbor Hills on Wednesday, September 20, 2023. The final plat has not substantially changed from the preliminary plat. Per our Land Development Ordinance, if there is no substantial change, P&Z members have no recourse but to recommend the final plat for approval to City Council. City Council must hold a public hearing before any formal action can be taken.

I am requesting Council to approve the Resolution setting the public hearing date for Arbor Hills Final Plat for Tuesday, September 26, 202 at 7:00p.m.

6<sup>th</sup> Street reconstruction is still on track to begin on September 18, 2023. 6<sup>th</sup> St will be closed from Elm Street West to around the 1200 block. HGM and Compass Utility have been in contact with the School District, property owners, law enforcement and other affected parties. They have been holding weekly meetings onsite which either Jamey Clark and/or I have been able to attend. The reconstruction of 6<sup>th</sup> Street will include adding sidewalks on the south side and curb and gutter to both sides. There has not been a discussion regarding who will maintain the sidewalks, I will get in contact with Jim Hughes to discuss.

*Amber Farnan*  
City Administrator/Finance Director  
amber.farnan@cityofglenwood.org

5 N. Vine Street  
Glenwood, IA 51534  
(712) 527-4717



## STAFF REPORT

To: Mayor Kohn, City Council  
From: Amber Farnan  
Date: September 8, 2023  
RE: Mills County Annex Building Permit

---

Mills County is building a new annex building on Railroad Avenue. They have requested a reduced building permit fee. Our current fee is 1% for any commercial projects over \$500,001. The estimated cost of construction for the annex is \$598,000, which would be \$5,980.00. Historically, the City has waived a portion of the fee for other taxing entities, such as the School and other Mills County projects. The City does incur some costs with commercial permits, including having Eagle Engineering review the plans and comment on any issues they find.

In the past, we have waived 50% of the fee, which covers the engineering fees and staff time to process the permit.

I recommend waiving 50% of the current fee and having Mills County pay the remaining amount of \$2,990. If our engineering costs exceed \$2,990, we can invoice the County for the remaining amount.

*Amber Farnan*  
City Administrator/Finance Director  
amber.farnan@cityofglenwood.org

5 N. Vine Street  
Glenwood, IA 51534  
(712) 527-4717

1/2 = 2990.00

1% 2

# CITY OF GLENWOOD BUILDING PERMIT

Permit Fee: 5980.00 Clerk's Receipt: \_\_\_\_\_ Application Date: 8/25/23 Permit # 23144  
Owner/Occupant Name: Mills County Phone: 712-302-7005

Construction Address: 403 Railroad Ave

Legal Description - Lot: \_\_\_\_\_ Block: \_\_\_\_\_ Addition: \_\_\_\_\_

Zone: C Principal Use: County government offices Lot Size \_\_\_\_\_ x \_\_\_\_\_

Alterations or additions (explain in detail): Renovation of existing office space and adding 2,000 sq ft addition to the existing county annex building

Contractor: Mark Hughes Construction Phone: 712-527-1000

Construction Cost \$ 598,000 Length 48 Width 41 Height 19

New Home		Deck	
Addition	X	Fence	
Accessory Building		Other	
Garage			

Setback from property line to structure:  
Front yard 162 ft Side yard 6 ft  
Rear yard \_\_\_\_\_ Side yard \_\_\_\_\_

Material Type (wood, metal, etc.) Wood Frame  
Provisions for off street parking (i.e., type of surface, area, etc.) County owns adjacent properties

\*A sketch of the improvement showing the location and the setbacks on the above-described property must accompany this application.

When a new home is constructed, applicant is required to install a sidewalk.

Hold Harmless. Applicant shall indemnify and hold harmless the City of Glenwood, Iowa, from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the building permit that results in bodily injury, sickness, disease, death, or injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Applicant, any Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

The property owner is responsible for any easements that may affect the building permit.

**Allow approximately 7 days for processing this application.** No construction may commence until this application is approved. If the work described in any building permit has not begun within 90 days from the date of issuance thereof, said permit shall expire; it shall be cancelled by the administrative official; and written notice thereof shall be given to the persons affected. The project contemplated by such building permit must be substantially completed, as determined by the sole discretion of the Zoning Administrator by \_\_\_\_\_, 20\_\_\_\_. Failure to meet substantial completion by such date shall result in the revocation of the building permit unless an extension of the substantial completion date is granted by the Glenwood City Council for good cause shown. Said improvements are to be constructed with all laws and ordinances governing same. This permit only addresses compliance with the Glenwood Land Use Development Ordinance and does not intend to address issues surrounding the existence of easements, parties in possession, boundaries, hazardous wastes, access or compliance with any Iowa Building Codes (i.e. plumbing, electrical), construction standards or restrictive covenants.

pbinnis@millscountyia.gov

Email Address

Signature of Applicant

\*\*\*\*\*

## City Zoning Administrator or Designee

On this date 9-5-2023 I have checked the location and proposed layout described herein and recommend that the application be ✓ Approved \_\_\_\_\_ Disapproved subject to or by the following: Follow all City

Land development Ordinances and engineering Recommendations from Eagle

**\*\*If approved, property owner/builder must abide by all City of Glenwood Land Ordinances. Property Owner is responsible for establishing property lines.\*\***

Mark R. G.  
Signature of Zoning Administrator/Designee

\*If needed\* Approval by the following Board:

Planning & Zoning Date \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Signature \_\_\_\_\_

Board of Adjustment Date \_\_\_\_\_ Approved \_\_\_\_\_ Disapproved \_\_\_\_\_ Signature \_\_\_\_\_

Comments: \_\_\_\_\_

# FIREWORKS RELEASE

I, Todd Morris, do hereby certify that I carry adequate liability insurance to cover the risk of exploding fireworks as described in the permit application.

I further hereby agree to release the City of Glenwood, Iowa, from any liability associated with my use of the above fireworks, including but not limited to, any claims for property loss, disability or death associated with the my use thereof.

I further agree to hold the City of Glenwood, Iowa, harmless, and to defend and/or indemnify the City of Glenwood, Iowa, from any claims for my sue of said fireworks.

Print Name

Todd Morris

Signature:

[Signature]

Date:

8/29/23

**CITY OF GLENWOOD  
SPECIAL EVENTS APPLICATION**

Please complete all sections of this application. An incomplete application will be returned to the applicant. Once all required documentation and signatures are received, only then will it be considered by the City Council for final approval. It is highly recommended that Application be completed and submitted 30 days prior to the date of the event to ensure proper review and approval. An application submitted less than 30 days prior to an event may not be processed in time to be approved by the City Council. It is recommended that a representative be present at the Council Meeting when the application is considered.

Date: 9/15/23 Fee: \$25.00 Receipt No. \_\_\_\_\_

PLEASE RETURN TO: City Clerk, 5 N. Vine St, Glenwood, Iowa

**APPLICANT INFORMATION**

Applicant: Glenwood CSD  
Event: Homecoming  
Coordinator: Devin Embray  
Mailing Address: 103 Central Suite 300  
Daytime Phone #: 712-507-9034 Evening Phone #: Same  
Email Address: embrayd@glenwoodschools.org

**EVENT INFORMATION**

Type of Event with general description:  
Homecoming Football game

☒ Open to Public ☐ Private Event

Days/Dates of Event: 9/15/23

Time(s) of Event: (Include Set Up/Tear Down Time) \_\_\_\_\_

Event Location:  
Glenwood CSD property See below

**FIREWORKS**

Requesting Fireworks Permit? ☒ Yes ☐ No

Name/s of competent operators who will handle the fireworks Night Visions

Location on the property the fireworks will be set off from grass soccer field  
across Reg Creek from  
Football Field.

"Fireworks Release" to be signed at time of application.

## ALCOHOL

Will the event require an alcohol license or require modification of an existing license? \_\_\_\_ Yes ☒ No

For events with temporary outdoor service/beer garden City Outdoor Service Application must be completed per City Code Chapter 120.06.

## REQUESTED INFORMATION (Check All Applicable Lines)

\_\_\_\_ Temporarily close streets:

Area to be closed: N/A

Date & Time of closure: \_\_\_\_\_

**If closing street, applicant must notify affected owners/residents - describe how residents were/will be notified**  
(For events it is recommended that adjoining property owners sign a form (provided by applicant) showing they have been notified of the event by the applicant.):

N/A

\_\_\_\_ Use of City Park (specify park and attach map of setup): \_\_\_\_\_

\_\_\_\_ Parade (attach map of route and indicate streets to be closed)

\_\_\_\_ Walk/Run (attach map of route and indicate streets to be closed)

\_\_\_\_ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft

\_\_\_\_ Other (please specify): \_\_\_\_\_

## ITEMS REQUESTED FROM THE CITY OF GLENWOOD

\_\_\_\_ Street barricades

\_\_\_\_ Fencing

\_\_\_\_ Emergency "No Parking" Signs

\_\_\_\_ Other (please specify): \_\_\_\_\_

## SOUND SYSTEMS

Please indicate if the following will be used:

\_\_\_\_ Amplified Sound/Speaker System

\_\_\_\_ Live Music

\_\_\_\_ Recorded Music

Times Sound Equipment will be used \_\_\_\_\_

Location on property where sound equipment will be used \_\_\_\_\_



**FENCING**

N/A

**FOOD TRUCK**

Name of Food Truck

N/A

Location of Food Truck on the Property

\*Must obtain a Food Truck Permit before event- Separate permit(s) needed for each food truck

**SANITATION/TRASH**

**Applicant is responsible for the clean-up of the event area immediately following the event; including trash removal from the site.**

Will additional restrooms be brought to the site? \_\_\_\_ Yes \_\_\_\_ No If yes, how many? \_\_\_\_

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person:

Address:

Daytime Phone:

Evening Phone:

**(Event applicant will be invoiced for any additional cost incurred by the City for clean-up or trash removal after an event)**

**INSURANCE.** Applicant shall obtain and maintain a general liability insurance policy naming the City of Glenwood as additional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an event on **public property**. For events requiring an **alcohol license**, the minimum amount of coverage in the general liability insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each occurrence. For all other events held on **public property**, the minimum amount of coverage for the general liability insurance policy will be \$500,000. This application will not be considered by the Glenwood City Council until the proper insurance certificate is submitted and approved by the City Administrator.

\_\_\_\_ Certificate of Insurance provided and accepted

\_\_\_\_ Certificate of Insurance not required

**Security**

Will Security be needed for this event? \_\_\_\_ YES ☒ NO

Explain

rightvisions to provide liability Insurance.

If Police Department presence Chief Johansen must be notified and inform you of availability and rates if applicable.



Please remove above license by cutting along edge of card.



Federal Explosives License/Permit  
(18 U.S.C. Chapter 40)

0-1 (01/01/2011) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. **THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53.** See "WARNINGS" and "NOTICES" on reverse.

Direct ATF  
Correspondence To  
ATF - Chief, FELC  
244 Needy Road  
Martinsburg, WV 25405-9431

License/Permit  
Number

5-IA-129-51-5L-00595

Chief, Federal Explosives Licensing Center (FELC)

Expiration  
Date

November 1, 2025

Name  
NIGHT VISIONS FIREWORKS, LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)

57261 225TH STREET  
GLENWOOD, IA 51534-

Type of License or Permit

51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Mailing Address (Changes? Notify the FELC of any changes.)

NIGHT VISIONS FIREWORKS, LLC  
NIGHT VISIONS FIREWORKS, LLC  
57261 225TH STREET  
GLENWOOD, IA 51534-

Licensee/Permittee Responsible Person Signature

Position/Title

Printed Name

Date

Previous Edition is Obsolete  
NIGHT VISIONS FIREWORKS, LLC: 57261 225TH STREET: 51534-5-IA-129-51-5L-00595: November 1, 2025: 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part I  
Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)  
244 Needy Road  
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352  
Fax Number: (304) 616-4401  
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

**Change of Address** (27 CFR 555.54(a)(1)). Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. (The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended license or permit to the Director of Industry Operations for denial in accordance with § 555.54.)

**Right of Succession** (27 CFR 555.59). (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spouse or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee for benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license or permit for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: NIGHT VISIONS FIREWORKS, LLC

Business Name: NIGHT VISIONS FIREWORKS, LLC

License/Permit Number: 5-IA-129-51-5L-00595

License/Permit Type: 51-IMPORTER OF EXPLOSIVES

Expiration: November 1, 2025

Please Note: Not Valid for the Sale or Other Disposition of Explosives

## WARNINGS

1. As provided in Title XI of the Organized Crime Control Act of 1970 (U.S.C. § 842(i)), it is unlawful for any person who (1) is under indictment for, or has been convicted in any court of, a crime punishable by imprisonment for a term exceeding 1 year, (2) is a fugitive from justice, (3) is an unlawful user of, or addicted to any controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)), (4) has been adjudicated as a mental defective or has been committed to a mental institution, to ship, transport, or receive any explosive materials in interstate or foreign commerce, (5) is an alien, other than an alien who is lawfully admitted for permanent residence (as that term is defined in section 101(a)(20) of the Immigration and Naturalization Act), or meets any other exception under section 842(i)(5), (6) has been discharged from the armed forces under dishonorable conditions, or (7) having been a citizen of the United States, has renounced the citizenship of that person.
2. Federal Regulation 27 CFR 555.53 - Licensees and permits issued under this part are not transferable to another person. In the event of the lease, sale, or other transfer of the business or operations covered by the license or permit, the successor must obtain the license or permit required by this part before commencing business or operations.
3. Alteration or Changes to the License or Permit. Alterations or changes in the original license or permit or in duplications thereof violates 18 U.S.C. 1001, an offense punishable by imprisonment for not more than 5 years and/or a fine of not more than \$250,000.

## NOTICES

1. Any change in trade name or control of this business or operations MUST be reported within 30 days of the change to the Chief, Federal Explosives Licensing Center (FELC), 244 Needy Road, Martinsburg, WV 25405-9431. (27 CFR 555.56-555.57). A licensee or permittee who reports a Change of Control must, upon expiration of the license or permit, file an ATF Form 5400.13/5400.16.
2. Under § 555.46, Renewal of License/Permit, if a licensee or permittee intends to continue the business or operations described on a license or permit issued under this part during any portion of the ensuing year, the licensee or permittee shall, unless otherwise notified in writing by the Chief, FELC, execute and file with ATF prior to the expiration of the license or permit an application for a license or permit renewal, ATF Form 5400.14/5400.15 Part III, in accordance with the instructions on the form, and the required fee. In the event the licensee or permittee does not timely file an ATF Form 5400.14/5400.15 Part III, the licensee or permittee must file an ATF Form 5400.13/5400.16 as required by § 555.45, and obtain the required license or permit before continuing business or operations. A renewal application will automatically be mailed by ATF to the "mailing address" on the license or permit approximately 60 days prior to the expiration date of the license or permit. If the application is not received 30 days prior to the expiration date, the licensee or permittee should contact the FELC.  
Note: The user-limited permits are not renewable.
3. This license or permit is conditional upon compliance by you with the Clean Water Act (33 U.S.C. § 1341(a)).
4. THIS LICENSE OR PERMIT MUST BE POSTED AND KEPT AVAILABLE FOR INSPECTION (27 CFR 555.101).

ATF Form 5400.14/5400.15 Part I  
Revised October 2011

### Federal Explosives License (FEL) Customer Service Information (Continued from front)

**Discontinuance of Business** (27 CFR 555.61)(27 CFR 555.128). Where an explosives materials business or operations is succeeded by a new licensee or permittee, the records prescribed by this subpart shall appropriately reflect such facts and shall be delivered to the successor, or may be, within 30 days following business discontinuance, delivered to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located. Where discontinuance of the business is absolute, the records shall be delivered within 30 days following the business discontinuance to the ATF Out-of-Business Records Center, 244 Needy Road, Martinsburg, WV 25405, or to any ATF office in the division in which the business was located.

Explosive materials must be stored in conformance with requirements set forth in 27 CFR, Part 55. It is unlawful for any person to store any explosive materials in a manner not in conformity with these regulations.

**TO REPORT LOST OR STOLEN EXPLOSIVES, YOU MUST IMMEDIATELY NOTIFY ATF:  
CALL TOLL FREE - (888) ATF-BOMB**

✂ Cut Here

Federal Explosives Licensing Center (FELC) Toll-free number: (877) 283-3352  
244 Needy Road Fax number: (304) 616-4401  
Martinsburg, WV 25405-9431 E-mail: FELC@atf.gov

#### ATF Hotline Numbers

Arson Hotline: 1-888-ATF-FIRE (1-888-283-3473)  
Bomb Hotline: 1-888-ATF-BOMB (1-888-283-2662)  
Report Illegal Firearms Activity: 1-800-ATF-GUNS (1-800-283-4867)  
Firearms Theft Hotline: 1-888-930-9275  
Report Stolen, Hijacked or Seized Cigarettes: 1-800-659-6242  
Other Criminal Activity: 1-888-ATF-TIPS (1-888-283-8477)

## RESOLUTION 3648

### RESOLUTION ESTABLISHING RATES FOR THE GLENWOOD CEMETERY EFFECTIVE SEPTEMBER 12, 2023

WHEREAS, the Glenwood City Council shall establish rates for the Glenwood Cemetery; and

WHEREAS, the Glenwood Cemetery Board has recommended the following charges:

Opening/Closing of Graves:	<u>Weekdays</u>	<u>Saturday</u>
Regular burial	\$700.00	\$850.00
Infant burial	\$500.00	\$650.00
Cremation burial	\$450.00	\$600.00
Cremation burial in monument	\$250.00	\$400.00
Purchase Grave Spaces	\$700.00	
Administrative fees	\$ 20.00	
Multiple Burial Fee	\$ 65.00	
Catholic Section-Maintenance Fee	\$2200.00	(Due on Feb. 1 each Year)
Purchase Cremation Vaults	\$200.00	
Disinterment: Adults	\$1000.00	
Infants	\$750.00	
Ashes	\$675.00	
Research on Lots with Auger:		
Whole Lots	\$200.00	(Paid in Advance)
Half Lots	\$150.00	(Paid in Advance)
Minimum	\$125.00	(Paid in Advance)
Staking Fee/Dirt Removal:	\$60.00	

#### Stone Setting Fees:

- All stones will be priced according to foundation size
- New stone installations will be priced at \$0.50 a square inch
- Resetting of stones will be priced at a minimum of \$0.60 a square inch; additional labor charges may apply
- Installation of vases on existing stones will be priced at \$25.00 per vase
- Bronze military plaques installation on back of stones will be priced at \$50.00

- Bronze military markers installed in concrete will be priced at stone setting fees
- All stones set in the Glenwood Municipal Cemetery will be priced with a 4 inch wash, which is required by the Glenwood Municipal Cemetery and priced accordingly

#### Stone Setting Fee Examples

New Stone Settings - \$0.50 per square inch	Reset Existing Stone Settings - \$0.60 per square inch
1'x2' - \$320	1'x2' - \$384
1'x3' - \$400	1'x3' - \$528
14"x36" - \$484	14"x36" - \$580
16"x36" - \$528	16"x36" - \$633
16"x42" - \$600	16"x42" - \$720
16"x48" - \$672	16"x48" - \$806
16"x49" - \$684	Additional labor charges may apply.

Figures are for basic sizes, but will be changed in accordance to size  
(Price includes 4" wash)

NOW, THEREFORE, be it resolved by the City Council of the City of Glenwood, Iowa, that these rates be effective on September 12, 2023.

Duly passed and approved this 12th day of September, 2023.

\_\_\_\_\_  
Ron Kohn, Mayor

Attest:

\_\_\_\_\_  
Jessica Alley, City Clerk



# ESTIMATE

Houser's AC & HTG Service  
202 Woodlawn Avenue  
Glenwood, IA 51534

HVACHOUSER@GMAIL.COM  
712-520-2204

## City Of Glenwood

### Bill to

City Of Glenwood  
5 North Vine Street  
Glenwood, IA 51534

### Estimate details

Estimate no.: 1013

Estimate date: 09/04/2023

Product or service		Amount
1.	<p>Mills County YMCA</p> <p>Estimated cost to replace circuit 1 compressor in Trane RTU-2 that serves east upstairs gym installed in 2006.</p> <p>Old refrigerant will be removed according to EPA regulation.</p> <p>Failed compressor will be removed, tested for sludge and acid.</p> <p>Liquid line drier will be removed.</p> <p>Will solder in access ports to condenser and evaporator coils.</p> <p>RX-11 flush and nitrogen will be pushed through the refrigeration system to remove debris.</p> <p>A new liquid line drier and OEM Trane compressor will be installed.</p> <p>System will be pulled into a deep vacuum.</p> <p>Factory refrigerant charge will in installed.</p> <p>Will quote rooftop unit replacement.</p>	\$0.00
2.	<p><b>Materials</b></p> <p>Trane 9.3 Ton Compressor</p>	1 unit × \$5,196.11 \$5,196.11
3.	<p><b>Materials</b></p> <p>Liquid Line Drier</p>	1 unit × \$92.14 \$92.14
4.	<p><b>Materials</b></p> <p>Crankcase Heater</p>	1 unit × \$108.73 \$108.73
5.	<p><b>Materials</b></p> <p>2-RX-11 Flush</p>	1 unit × \$238.80 \$238.80
6.	<p><b>Materials</b></p> <p>Recovery Equipment, Vacuum Pump, Torch, Nitrogen, 15% Silver Solder</p>	1 unit × \$250.00 \$250.00
7.	<p><b>Materials</b></p> <p>Crane Lift Compressor On Roof &amp; Removal Estimated Cost</p>	1 unit × \$300.00 \$300.00

8. <b>Materials</b>	1 unit × \$720.00	\$720.00
R-22 Replacement to R458A Refrigerant		
9. <b>Labor</b>	16 units × \$90.00	\$1,440.00
Service & Installation		
10. <b>Travel Expense</b>	1 unit × \$260.00	\$260.00
Van Expense, Compressor Freight		
	<b>Total</b>	<b>\$8,605.78</b>





*Priceless Protection™*

402-592-1999 • Toll Free 888-843-1991 • Fax 402-592-1599

September 11, 2023

Todd Trimpe  
Mills County YMCA  
110 Sivers Rd  
Glenwood, IA 51534  
Phone Number: 402-689-8890  
Email: todd@trimpegroup.com

Reference: Glenwood YMCA voice panel relocation

FireGuard, Inc. is pleased to provide a proposal for the above referenced project.

Itemized equipment list as follows:

<u>Quantity</u>	<u>Model Number</u>	<u>Description</u>
1	150-00027	Firevac IV Voice Evac System, 4-Channel, 50 Watt
1	151-00027	Remote Microphone Station
2	BAT12V7AH	12 Volt, 7.2ah Sealed Lead Acid Battery

Scope of Work: Replace existing damaged voice panel with new unit that is relocated to the fire alarm control panel room to prevent future damage. Install remote microphone adjacent to existing fire alarm annunciator panel at front entry. The existing voice panel is obsolete and we have been unable to source a used/repared replacement panel. The quoted equipment is new and of current manufacture, which includes a one-year parts/labor warranty.

This proposal is based on existing conditions at the time of site visit.

The above may be purchased for..... \$ 7,950.00

**Clarifications:**

- 1.) Installation of wire and all new devices is provided by FireGuard.
- 2.) 120 VAC power to the fire alarm control panel and/or NAC power supplies is provided by others.
- 3.) No AHJ submittal or checkout should be required for this work and is not included in pricing.  
having jurisdiction (AHJ).
- 4.) Sales tax as noted, if applicable.
- 5.) Proposal reflects existing off site communication with no changes.
- 6.) This proposal does not include bid bond, performance bond, or payment bond. Should bonding be required  
additional costs will be added to this proposal.
- 7.) Proposal based on quantities listed; additional devices required will be reviewed for additional costs.
- 8.) Due to supply chain issues, certain equipment may be delayed. Any replacement or expedited equipment to  
meet project deadlines will be subject to additional costs.
- 9.) See the proposal clarifications and terms and conditions on the pages that follow.

Should this proposal meet with your approval, please signify your acceptance in the space provided below and return one copy for our files and retain one copy for your records.

Should you have any questions or comments regarding this proposal, please do not hesitate in calling me.

Thank you.

Respectfully Submitted,

Steven Bertram  
Engineered Systems  
**FireGuard, Inc.**

After having thoroughly reviewed this proposal, I certify that I am authorized on behalf of my employer to purchase the above referenced system, at the pricing stated above. I have initialed all optional or alternate aspects of the contract that we wish to proceed with, and ask that FireGuard proceed with the execution of this project. Issuance of a purchase order /or signed proposal constitutes agreement to FireGuard's standard terms and conditions, provided below.

Signed \_\_\_\_\_

Company \_\_\_\_\_

Title \_\_\_\_\_

Dated \_\_\_\_\_

*THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.*



#### Proposal Clarifications:

- Above pricing provides for all work to be performed between the hours of 8:00 AM and 5:00 PM, Monday thru Friday, excluding holidays. Premium night, weekend, or holiday hours are not provided for, unless specifically outlined elsewhere in this document. If, during the course of the project, we are requested to work premium hours beyond those specified, such hours will be billable beyond this contract, at our standard T&M rates.
- It shall be the responsibility of the installing company or contractor, to verify that all field wiring is free of grounds and shorts, and that all of the limitations outlined by the manufacturer are met prior to our arrival on site. If a FireGuard representative has to troubleshoot wiring problems at the time of the start-up, such hours will be billable beyond this contract, at our standard T&M rates. Cable pulled by FireGuard will be excluded from this clause.
- The pricing provided reflects (1) single start-up trip and (1) single certification trip to the jobsite, unless otherwise stated. If it is required, for any reason, that the system be started up or certified in phases, the additional drive time, and other labor associated with those requirements will be billable beyond this contract, at our standard T&M rates.
- Information provided to FireGuard at the time of this estimate has been utilized in formulating our pricing, and changes to that information after the bid date may constitute a change order. For example, if the device quantities vary from what was originally dictated to us "verbally" or on the "Architectural / Engineering prints", the additional parts will be billable beyond this contract. The parts shown on this estimate reflect our interpretation of what needs to be provided, and additional parts will not be provided without re-imbursement. Changes to room names / numbers, room configurations, etc. may also constitute a change order if drawing and/or programming changes are required to be made, after initial plans have been completed.
- No accommodations have been made for FireGuard to provide "Magnetic Door Holders" on this project, unless specifically indicated on our material list above. It is recommended that the source of power for door holders be that of a 120 vac branch circuit. It will be the responsibility of others to install the door holders and their power source. FireGuard will provide an interface with the FACP via a relay that will be installed by whoever is installing the rest of the fire alarm system.
- If proposal requests that we add equipment to an existing system, FireGuard will bid based on information provided. If such information is inaccurate, and existing panel does not have capacity, or capabilities represented in the documentation, FireGuard will not be responsible for costs associated with panel replacement, and/or upgrade costs. Said equipment and associated labor would be billable beyond this contract, at our standard T&M rates.
- If proposal is for a design/build project, the base price includes only the parts and labor listed. If additional equipment or labor is required, it will be billable beyond this contract, at our standard T&M rates.
- Fire Alarm equipment not installed in compliance with the National Electric Code, the manufacturer's recommendations, and/or FireGuard drawings, will not be covered under warranty, and will result in failure of the system to be certified and accepted.
- This Fire Alarm system will need to be connected to a monitoring service to comply with code requirements. FireGuard can provide and administrate this monitoring thru a third party. Additionally, the owner is responsible to provide a dedicated primary phone line for this monitoring, at the Fire Alarm Control Panel. A secondary phone line is also required to be made available as a backup to the dedicated line. The secondary line is not required to be dedicated, and can be shared with a fax or other such equipment.
- The above proposal was based solely on the bid documents provided. Therefore, the base price only includes the parts and labor listed above. If additional parts or labor are required, they will be billable beyond this contract, at our standard T&M rates.
- Re-submittal drawings are not included in the above price. The above changes will be added to the as-built drawings at the end of the project.
- FireGuard invoices all of its projects on a milestone basis. Milestones include, but are not limited to the following: (Drawing Submittals, Equipment / Material Delivery, Installation Labor Based on Progress, Start-Up, & Final Certification)



FIREGUARD, INC.

INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of FireGuard, Inc., ("Company"), at FireGuard, Inc.'s home office in Omaha, NE. This Agreement is comprised of these Terms and Conditions, and the FireGuard, Inc.'s proposal set forth on the reverse ("Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** FireGuard, Inc. shall sell to Customer and the Customer shall purchase from the FireGuard, Inc. the system and related equipment ("System") identified in the Proposal.
3. **INSTALLATION.** FireGuard, Inc. shall install or cause to be installed the System at Customer's location identified in the Proposal. FireGuard, Inc. shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, FireGuard, Inc. shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation FireGuard, Inc. encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), FireGuard, Inc. shall be permitted to stop work immediately. FireGuard, Inc. shall contact the Customer so the Customer can instruct the FireGuard, Inc. as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. FireGuard, Inc. shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and FireGuard, Inc..
4. **PRICE AND PAYMENT.** Customer agrees to pay FireGuard, Inc. the price for the System set forth on the Proposal. The price includes the related equipment and installation. The price is based upon the location and environment specifications which Customer provided to FireGuard, Inc. and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of fifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If FireGuard, Inc. retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. FireGuard, Inc. shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
6. **ACCESS TO SITE.** Customer agrees that FireGuard, Inc. shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator, heat, lighting and electrical service for FireGuard, Inc. to complete the installation. Customer shall deliver to FireGuard, Inc. all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to FireGuard, Inc.'s performance of the installation of the System at the site. FireGuard, Inc. shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to FireGuard, Inc. and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the FireGuard, Inc. in connection with FireGuard, Inc.'s performance of the installation and take any and all action reasonable requested by FireGuard, Inc..
7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide FireGuard, Inc. with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
8. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to FireGuard, Inc. a security interest in the System to secure payment of the purchase price and grants to FireGuard, Inc. an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. FireGuard, Inc. shall have all of the rights of a secured creditor under the Uniform Commercial Code in Nebraska including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.
9. **TERMINATION.** FireGuard, Inc. shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
10. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish FireGuard, Inc. with surveys describing the physical characteristics, legal limitations and utility locations for the site.
11. **FORCE MAJEURE.** FireGuard, Inc. will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond FireGuard, Inc.'s reasonable control.
12. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against FireGuard, Inc. for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by FireGuard, Inc., unless: (i) Customer notifies FireGuard, Inc. in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
13. **LIMITATION OF LIABILITY.**
  - a. FireGuard, Inc.'s obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
  - b. FireGuard, Inc. shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or damage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage:
    - i. Resulting directly or indirectly, from the use or loss of use of the System;
    - ii. Such as personal injury and property damage;
    - iii. Such as any claim or demand against Customer by any third party.
  - c. If FireGuard, Inc. has any liability under this Agreement, it shall be to repair or replace a defective item, at FireGuard, Inc.'s discretion and in the event FireGuard, Inc. is unable or unwilling to repair or replace, Customer agrees that FireGuard, Inc.'s liability shall not exceed, under any circumstances, the amounts paid to FireGuard, Inc. by customer under this Agreement.
14. **NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND FIREGUARD, INC. EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**
15. **INDEMNIFICATION.** Customer indemnifies FireGuard, Inc., holds FireGuard, Inc. harmless, and agrees to defend FireGuard, Inc. from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of FireGuard, Inc. in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of FireGuard, Inc., which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the FireGuard, Inc.; provided further that this provision shall only apply to the extent the FireGuard, Inc.'s insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include FireGuard, Inc.'s employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.



16. **INSURANCE.** Customer represents and warrants to FireGuard, Inc. that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide FireGuard, Inc. with evidence of such insurance upon request of FireGuard, Inc..
17. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or FireGuard, Inc. or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.
18. **MISCELLANEOUS.**
- a. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on FireGuard, Inc. if expressly accepted in writing by FireGuard, Inc.. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
  - b. This Agreement is made and entered into in the State of Nebraska and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Nebraska as if entirely performed in Nebraska and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter FireGuard, Inc.'s rights and Customer's obligations under the Nebraska contractor and Subcontractor Payment act.
  - c. Customer consents to the exclusive jurisdiction and venue of the Douglas County Court of Nebraska with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.
  - d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of FireGuard, Inc. or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.
  - e. This Agreement is not cancelable by Customer for any reason whatsoever.
19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of FireGuard, Inc. upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in FireGuard, Inc.'s favor existing at law or in equity. FireGuard, Inc. may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
20. **NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of FireGuard, Inc., which consent may be withheld by FireGuard, Inc., in its sole discretion, for any reason or no reason.
21. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
22. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
24. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
25. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by FireGuard, Inc. for the manufacture or installation of articles under this Agreement shall remain the property of FireGuard, Inc..
26. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which FireGuard, Inc. shall have disclosed or may hereafter be FireGuard, Inc.'s confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information. FireGuard, Inc. does not grant to Customer any reproduction rights or any rights to use such information.
27. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
28. **SERVICES NOT INCLUDED.**
- a. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 5 p.m., Monday through Friday, except Company holidays.
  - b. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.
  - c. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
  - d. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
  - e. No provision to exhaust any discharged agent is included in this Proposal.
  - f. Should an employee of FireGuard, Inc. be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
29. **MECHANICS' LIEN NOTICE.** Where FireGuard, Inc. is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as FireGuard, Inc.'s preliminary notice of FireGuard, Inc.'s intention to file a Mechanic's Lien if and when FireGuard, Inc. is not paid. The subcontractor is the FireGuard, Inc., and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.
30. **AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon FireGuard, Inc. or Customer unless made in writing and signed by FireGuard, Inc. and Customer.
31. **ELECTRONIC DOCUMENTS:** FireGuard, Inc. hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. FireGuard, Inc. may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.



PO Box 8061  
Omaha, NE 68108

# Proposal

Phone # 402-341-1414  
Fax # 402-345-3100

josey@aesupplyonline.com  
www.aesupplyonline.com

Date	WO #	AE #
8/21/2023		6845

Name / Address	Ship To
YMCA Mills County 110 Sivers Rd, Glenwood, IA 51534	YMCA Mills County 110 Sivers Rd, Glenwood, IA 51534

		Inspected	Contact
Description	Qty	Rate	Total
Pentair CMK-50	1	4,500.00	4,500.00T
Motor, Century Purex C Series OEM 5hp 3450 3-208/460-60	1	0.00	
182TY ODP			
US Seal PS-1909	1	0.00	
Purex O-Ring-use BUNA-70 2-434	1	0.00	
Purex Impeller	1	0.00	
Items Used in Shop During the Repair Process	1	0.00	
Service work done out of shop on Pumps and Motors	8	0.00	
		<b>Subtotal</b>	\$4,500.00
		<b>Total</b>	\$4,500.00
		<b>Sales Tax (0.0%)</b>	\$0.00













TAB HOLDING COMPANY, INC.  
4153 SOUTH 67TH STREET  
OMAHA, NE 68117  
402-331-1244

INVOICE

To: HGM ASSOCIATES INC  
ATTN: TERRY SMITH  
640 FIFTH AVENUE  
COUNCIL BLUFFS, IA 51502-0919

Job #: 23-1228  
Location: KEG/FALLON CREEKS PED BF  
Project #:  
Date: August 06, 2023  
Payment request #: EST. # 00001  
Invoice #: 8363  
Period covered: August 06, 2023

Item	Description	Estimated Units	Unit of measure	Unit Price	Current Quantity	Current Billing	Quantity to Date	Total Billing to Date
100	KEG CREEK CROSSING PED BRIDGE							\$ 0.00
101	EXCAVATION, CLASS 10	156.60	CY	\$ 62.75				\$ 0.00
102	EXCAVATION, CLASS 20	29.50	CY	\$ 107.40				\$ 0.00
103	STRUCTURAL CONCRETE (MISC)	18.30	CY	\$ 1,804.70				\$ 0.00
104	REINFORCING STEEL-EPOXY COATED	2,048.00	LB	\$ 3.05				\$ 0.00
105	RECREATIONAL TRAIL, PCC, 5"	40.00	SY	\$ 93.50				\$ 0.00
106	CONSTRUCTION SURVEY	1.00	LS	\$ 3,800.00				\$ 0.00
107	MOBILIZATION	1.00	LS	\$ 24,632.00				\$ 0.00
108	PRE-ENG STEEL TRUSS PED BRIDGE	1.00	LS	\$ 124,219.00				\$ 0.00
109	FENCE, 60" HEIGHT	36.00	LF	\$ 171.60				\$ 0.00
110	SEEDING & FERTILIZING (RURAL)	0.05	AC	\$ 28,588.00				\$ 0.00
111	SILT FENCE	240.00	LF	\$ 4.00				\$ 0.00
112	PILES, STEEL HELICAL	8.00	EA	\$ 7,665.90				\$ 0.00
113	HANDRAIL, 2X6 TREATED W/ HDWRE	1.00	LS	\$ 2,488.90				\$ 0.00
114	GALVANIZED CHAIN LINK FENCE-4'	1.00	LS	\$ 5,255.10				\$ 0.00
200	FALLON'S CREEK CROSSING PED BR							\$ 0.00
213	EXCAVATION, CLASS 10	43.40	CY	\$ 41.10				\$ 0.00
214	REMOVALS, AS PER PLAN	1.00	LS	\$ 6,122.10				\$ 0.00
215	EXCAVATION, CLASS 20	10.60	CY	\$ 122.10				\$ 0.00
216	STRUCTURAL CONCRETE (MISC)	5.20	CY	\$ 1,645.40				\$ 0.00
217	REINFORCING STEEL-EPOXY COATED	460.00	LB	\$ 3.80				\$ 0.00
218	RECREATIONAL TRAIL, PCC, 5"	22.00	SY	\$ 107.90				\$ 0.00
219	FENCE, CHAIN LINK, 72" HEIGHT	146.00	LF	\$ 66.80				\$ 0.00
220	CONSTRUCTION SURVEY	1.00	LS	\$ 3,800.00				\$ 0.00
221	MOBILIZATION	1.00	LS	\$ 12,000.00				\$ 0.00
222	SUPERSTRUCTURE-TRANSPORT/ERECT	1.00	LS	\$ 58,072.00				\$ 0.00
223	SEEDING & FERTILIZING (RURAL)	0.10	AC	\$ 28,588.00				\$ 0.00
224	SILT FENCE	185.00	LF	\$ 4.00				\$ 0.00
225	PILES, STEEL HELICAL	6.00	EA	\$ 3,612.50				\$ 0.00

Item	Description	Estimated Units	Unit of measure	Unit Price	Current Quantity	Current Billing	Quantity to Date	Total Billing to Date
900	STORED MATERIALS		LS	\$ 1.00	7,660.00	\$ 7,660.00	7,660.00	\$ 7,660.00
Current Estimate Total								\$ 7,660.00
Less Retainage								\$ 0.00
Current Estimate Due								\$ 7,660.00

Contract Summary

Original contract amount	\$ 417,073.14
Approved changes	\$ 0.00
<b>Revised contract amount</b>	<b>\$ 417,073.14</b>
Invoiced to date	\$ 7,660.00
Percent billed	1.84%
Retainage balance	\$ 0.00

**Resolution 3647**

**Approving Fund Transfers for FY 2023**

Whereas, fund transfers are an annual practice to adjust various fund balances and ensure revenues and expenditures are properly matched;

Now therefore be it resolved by the City Council of the City of Glenwood that the Financial Director is hereby authorized to make the following fund transfers:

<b>From</b>	<b>Amount</b>	<b>To</b>	<b>Reason</b>
LOST (121)	\$60,000	General Fund (001)	From Mills Co to cover bridge expenses
LOST (121)	\$382,125	Debt Service (200)	For Aquatic Center GO Bond
LOST (121)	\$75,000	Aquatic (005)	For Salaries, Maintenance
RUT (110)	\$278,250	General (001)	For RUT Wages
Marian Hts	\$48,915	Debt Service	For Marian Hts GO Bond
Emergency (119)	\$53,006	General (001)	Emergency fund to general

**TOTAL:                      \$897,296**

PASSED AND APPROVED this 12th Day of September, 2023.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk



## STAFF REPORT

To: Mayor Kohn, City Council  
From: Amber Farnan  
Date: September 8, 2023  
RE: Transfer Resolution

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I am requesting approval of Resolution 3647 approving FY23 transfers. These transfers are included in the FY23 budget and the amendment that was approved in spring of 2023.

\$60,000 transfer from LOST to the General Fund is for LOST funds the County sent to the City to help cover bridge expenses for the Mills County Trails project.

Each year we transfer money from our LOST fund to Debt Service for the GO Bond payments for the Aquatic Center, additionally we move some LOST funds to the Aquatic fund to help offset the costs of running the pool.

In past years we have transferred funds from RUT (Road Use Tax) to the General fund for RUT wages. For FY24, wages for RUT are being paid out directly from RUT, instead of being transferred at the end of each FY.

We have received some payments for the Marian Htgs water/sewer project from the property owners. These payments are received in our Marian Htgs fund and then transferred to Debt Service for GO Bond payments.

The City levies the Emergency levy, those funds are deposited into the 119 fund and then transferred at the end of the FY to the General fund. As of FY25 the emergency fund is being phased out due to the legislative changes made at the State level.

On a side note, the League of Cities and the Department of Management are having workshops to go over the new budget changes for FY25. We will begin budget discussion in October and I will keep the Mayor, Council and Department Heads informed of the upcoming changes and prepare a timeline for the City's budget process.

*Amber Farnan*  
City Administrator/Finance Director  
[amber.farnan@cityofglenwood.org](mailto:amber.farnan@cityofglenwood.org)

5 N. Vine Street  
Glenwood, IA 51534  
(712) 527-4717



## STAFF REPORT

To: Mayor Kohn, City Council  
From: Amber Farnan  
Date: September 8, 2023  
RE: Western Iowa Network Update

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Jeff Roiland with Western Iowa Networks met with Mills County Board of Supervisors on Tuesday, September 1. The Board of Supervisors voted to enter into a contract with Western Iowa Networks to bring broadband into Glenwood, with the caveat that the City of Glenwood would be willing to split the \$500,000 commitment.

County Attorney, DeShawne Sell & City Attorney, Matt Woods will be working together to draw up an agreement between the City and the County. This will include a commitment of \$250,000 from the City and sharing of any returns from Western Iowa Networks as their service expands through Glenwood.

This is a fantastic opportunity to bring broadband to and through Glenwood. Once DeShawne & Matt have drafted an agreement, I will forward it to the Mayor and Council and add it to an upcoming agenda.

*Amber Farnan*  
City Administrator/Finance Director  
[amber.farnan@cityofglenwood.org](mailto:amber.farnan@cityofglenwood.org)

5 N. Vine Street  
Glenwood, IA 51534  
(712) 527-4717