Tentative Agenda Glenwood City Council Meeting October 10, 2023 City Hall 5 N Vine St~ 7:00 p.m.

Committee Meetings 6:00 - 7:00 p.m.

- Code of Ordinances Review (Dept Heads)
 - Park Suggested Changes
 - PD Suggested Changes
 - Street Suggested Changes
- 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. Agenda
 - b. Abstract of Claims #7
 - c. Minutes of 9.26.2023 Council Meeting
 - d. Liquor License Renewal for Russ's Market #30
 - e. Fire Prevention Week Proclamation Oct 8-14th
 - f. Pink Out Proclamation

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. Public Hearing on Fairview Creek Stabilization Project
- 5. Bid Opening Fairview Creek
- 6. Possible Action Item Regarding Bids for Fairview Creek Stabilization Project
- 7. Public Hearing for Asphalt Projects
- 8. Bid Opening Asphalt Projects
- 9. Possible Action Item Regarding Bids for Asphalt Projects
- 10. Set Public Hearing for 2019 CDBG-DR Housing Infill Projects for 10.24.2023 at 7:00pm
- 11. Application for Retail/Cigarette/Tobacco Permit Holder- IN-N-OUT Stop
- 12. Business Associate Agreement Referral Program with Jennie Ed
- 13. Motion to approve Sidewalk Reimbursement Claim for 104 Fairview Dr.
- 14. Committee Reports
 - a. Public Admin-Jackson
 - i. Code of Ordinance Review
- 15. Departmental Reports
 - a. Clark-Public Works
 - Promotion of Brent Hansen to Street Crewmember II at \$23.22/hr per union contract, effective October 13, 2023
 - b. Johansen Police Dept
 - Verkada Cameras
 - c. Painter Library
 - d. Collins Cemetery
 - e. Gray Fire & Rescue/ Code enforcement
 - i. Inflatable Boat- Purchased by Mills County Board of Supervisors

- f. Mattox Park
- g. Farnan Admin
 - i. Approve <u>Job Description</u> and Recruiting for a Full-Time Administrative Assistant Position
 - Resolution 3650 Approving transfer of Perpetual Care Funds from the General Fund to the Perpetual Care Fund
 - iii. <u>Resolution 3651</u> Setting Pay Periods for Employees of the City of Glenwood, IA for Permanent Full and Part-time Employees Who are Paid on a Biweekly Pay Schedule
 - iv. Resolution 3652 FY23 Year End Transfers, Auditor Adjustments
 - v. Super Board Meeting
 - vi. Approve the following CDBG Pass Thru Funds Pay Requests
 - 1. Pay Requests 7 & 8 for Project 19-DRH-004, 408 N. Myrtle St in the amounts of \$39,779.97 and \$4,367.25
 - 2. Pay Requests 6 & 7 for Project 19-DRH-007, 1001 N. Linn St in the amounts of \$18,705.44 and \$3,396.92
 - 3. Pay Requests 6 & 7 for Project 19-DRH-005, 210 Valley St in the amounts of \$22,972.32 and \$1,224.59
 - 4. Pay Request 5 for Project 19-DRH-002, 308 N. Hazel St in the amount of \$38,388.76
 - 5. Pay Requests 5 & 6 for Project 19-DRH-006, 306 N. Locust St in the amounts of \$10,710.98 and \$435.33
 - 6. Pay Requests 4 & 5 for Project 19-DRH-018, Arbor Hills Subdivision in the amounts of \$1,103,895.98 and \$218,510.95
 - 7. Pay Request 7 for Project 19-DRH-008, Burr Oak Place Apartments in the amount of \$701,853.25
 - vii. Approve YMCA Invoice 103 in the amount of \$20,400 for the summer 2023 management fee

16.	Mayor Report				Ů	G
17.	Motion to Adjourn	Motion	Second	Ayes	_ Time:	PM
	For heari Virt ually: <u>https://m</u>	ing assistance conta	er of agenda at disco ct City Hall seven b Glenwood/Phone: (ousiness davs prio	r to the meeting d	late. 27-117

City of Glenwood Iowa

Office of the Mayor

Proclamation

WHEREAS,

the Methodist Jennie Edmundson Breast Health Center is the only Nationally Accredited Breast Health Center in Southwest Iowa and has served more than 23,100 patient visits since it opened in October 2000;

WHEREAS,

the Methodist Jennie Edmundson Breast Health Center equips the Southwest Iowa community to defeat breast cancer by offering free breast screenings, distributing educational materials, and assisting uninsured or underinsured individuals to obtain free clinical exams or mammograms through the Jennie Edmundson Foundation; and

WHEREAS,

the Methodist Jennie Edmundson Breast Health Center employs a Certified Breast Health Nurse Navigator to compassionately guide and support each patient throughout their journey;

NOW, THEREFORE, I,

Ron Kohn, Mayor of the City of Glenwood, Iowa do hereby proclaim

October 18th, 2023

As

The Eleventh Annual Glenwood and Methodist Jennie Edmundson Breast Health Center

"Pink Out Day"

in the City of Glenwood, Iowa, and do encourage all residents of our City to recognize and support their efforts.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the City of Glenwood, Iowa to be affixed this 10th day of October, in the year Two Thousand Twenty-Three.

Ron Kohn, Mayor

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
Claims#7	GENERAL LIABILITIES FIRST NATIONAL BANK FIRST NATIONAL BANK TREASURER, STATE OF IOWA TREASURER, STATE OF IOWA IPERS IPERS CITY OF GLENWOOD OSO	FED/FICA TAX FED/FICA TAX STATE TAX STATE TAX IPERS IPERS - PROTECT HEALTH INS HEALTH INS	12,764.72 4,857.09 1,791.92 702.26 10,786.53 3,654.29 1,967.50 1,020.00	17,621.81 2,494.18 14,440.82 2,987.50	1291506 10/05/23 1291509 10/05/23 1291507 10/05/23 1291510 10/05/23 80999 10/05/23
	POLICE BEST FINISH AUTO BODY BEST FINISH AUTO SERVICE DETAILS THE CLEANING CO. FIRSTTWO, INC GREAT PLAINS UNIFORMS O'REILLY AUTOMOTIVE, INC. RANGEMASTERS TRAINING CENTER SAM'S CLUB STOPSTICK, LTD US CELLULAR CENTURYLINK	'21 CHEVY TAHOE REPAIR 2023 TAHOE PD CLEANING POWERS BULBS FOR PATROL TAHOES DUTY RIFLES STOP STICK PD PD		3,398.25 56.64 200.00 2,400.00 1,089.99 52.10 5,442.30 37.34 135.00 1,185.08 383.32	81036 10/10/23 81050 10/10/23 81052 10/10/23 81053 10/10/23 81056 10/10/23 81058 10/10/23 81060 10/10/23
	WEX BANK WESTERN IOWA NETWORKS 110 K9 DEPARTMENT BOMGAARS	POLICE TOTAL K9 FOOD		2,251.60 59.99 16,691.61 120.58	
	FIRE ALEX AIR APPARATUS, INC AMERICAN AMBULANCE ASSOC, BRANDON TOWING CFI TIRE SERVICE INC GREAT PLAINS UNIFORMS JOHN PITZER SALES MATHESON TRI-GAS, INC MILPRO MARINE LLC MHS SYSTEMS INC MUNICIPAL EMERGENCY SERVICES NEXUS TECH SOLUTIONS PAPER TIGER STERICYCLE TELEFLEX LLC US CELLULAR CENTURYLINK VERATHON INC WEX BANK	HOSE REPLACEMENT AAA RENEWAL TIRE CHANGE MED 1 TIRE REPAIR SSOLT & MGRAY BOOTS REINFORCEMENT METAL FOR BLDG OXYGEN RESCUE BOAT COUNCIL OK 9.26.23 RECHARGE FIRE EXTINGUISHERS REPLACEMENT AXES & BARS IT FIRE DEPT MED WASTE DISPOSAL NEEDLES FD FD INTUBATION BLADES		120.58 4,001.13 525.00 50.00 30.00 239.49 924.44 134.36 50,070.00 128.78 883.15 146.72 10.00 100.44 752.50 677.88 187.65 520.00 2,035.02	81019 10/10/23 81027 10/10/23 81028 10/10/23 81036 10/10/23 81041 10/10/23 81043 10/10/23 81044 10/10/23 81045 10/10/23 81048 10/10/23 81049 10/10/23 81051 10/10/23 81057 10/10/23 81058 10/10/23 81060 10/10/23 81061 10/10/23

Payroll Checks: 9/27/2023-10/10/.

VENDOR NAME		REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
	150	FIRE TOTAL		61,416.56	
SANITATION WASTE CONNECTIONS OF IOWA		PARK		675.84	81062 10/10/23
	290	SANITATION TOTAL		675.84	
LIBRARY CITY OF GLENWOOD BLACK HILLS ENERGY BAKER & TAYLOR BAKER & TAYLOR BUTHE'S TURF CAPITAL BUSINESS SYS CAPITAL BUSINESS SYSTEMS CENTER POINT PUBLISHING MIDWEST TAPE, LLC J Q OFFICE SPARTAN STORES, LLC MEDIACOM MEREDITH CORP./BOOK GROUP MIDAMERICAN ENERGY (LIB) MODERN MARKETING ORKIN OXEN TECHNOLOGY PAPER TIGER PROQUEST LLC QUALITY CARE CLEANING		HEALTH INS SERVICE BOOKS BOOKS LAWN CARE CANON COPIER PRINTER BOOKS KYOCERA ELECTRIC SERVICE PEST CONTROL COMP. MAINTENANCE ANCESTRY LIBRARY SUBSCRIPTION GENERAL CLEANING	100.30 667.31	537.50 39.77 767.61 150.00 180.00 172.66 192.96 515.66 92.40 119.63 275.90 38.01 624.73 347.09 71.99 586.50 10.00 1,760.69 1,060.00	80999 10/05/23 81001 10/05/23 1416 10/05/23 81002 10/05/23 81003 10/05/23 81004 10/05/23 81005 10/05/23 1417 10/05/23 81006 10/05/23 81007 10/05/23 81008 10/05/23 81009 10/05/23 81010 10/05/23 81010 10/05/23 81011 10/05/23 81012 10/05/23 81012 10/05/23 81013 10/05/23 81014 10/05/23
QUILL QUILL VISA		OFFICE SUPPLIES OFFICE SUPPLIES zoom	89.03 153.65	242.68 15.99	1420 10/05/23 81015 10/05/23 81016 10/05/23
	410	LIBRARY TOTAL	-	7,801.77	•
AMPITHEATER SAM'S CLUB				37.34	81053 10/10/23
	420	AMPITHEATER TOTAL	-	37.34	•
PARK LINKON LOGS PORTABLES US CELLULAR WEX BANK		PARK CAMP	-	70.00 151.74 186.21	
RECREATION LINKON LOGS PORTABLES	430	PARK TOTAL BASEBALL FIELDS		407.95	01040 40/40/22
ETHION FOOD LOWINGES			-	60.00	81042 10/10/23
	440	RECREATION TOTAL		60.00	

Payroll Checks: 9/27/2023-10/10/:

VENDOR NAME		REFERENCE	AMOUNT	VENDOR Total	CHECK Check# Date
POOL SAM*S CLUB				37.34	81053 10/10/23
	445	POOL TOTAL		37.34	
CEMETERY US CELLULAR CENTURYLINK WEX BANK		CEM		47.47 66.07 419.42	81058 10/10/23 81060 10/10/23 1291512 10/10/23
	450	CEMETERY TOTAL		532.96	
PLANNING AND ZONING EAGLE ENGINEERING		GRC REVIEW		1,338.49	81031 10/10/23
	540	PLANNING AND ZONING TOTAL		1,338.49	
ADMINISTRATION JESSICA ALLEY DETAILS THE CLEANING CO. AMBER J FARNAN gWORKS IOWA LEAGUE OF CITIES PAPER TIGER SAM'S CLUB WESTERN IOWA NETWORKS		TRAVEL FOR TRAINING CITY HALL CLEANING TRAVEL FOR TRAINING GWORKS WORKSHOP - IOWA LEAGUE		196.50 200.00 198.99 4,790.00 50.00 10.00 37.34 132.51	81020 10/10/23 81030 10/10/23 81034 10/10/23 81035 10/10/23 81038 10/10/23 81051 10/10/23 81053 10/10/23 81063 10/10/23
	620	ADMINISTRATION TOTAL		5,615.34	
TORT LIABILITY IOWA MUNICIPALITIES WORKE	RS	INSTALLMENT 4 WORK COMP 23-24		6,094.00	81039 10/10/23
	660	TORT LIABILITY TOTAL		6,094.00	•
	001	GENERAL TOTAL		138,374.09	
AQUATIC CENTER POOL BOMGAARS EAGLE ENGINEERING WASTE CONNECTIONS OF IOWA WESTERN IOWA NETWORKS	ı	ANTIFREEZE - POOL POOL ISSUE PROJECT MANAGER		43.89 360.00 114.00- 115.48-	
	445	POOL TOTAL		174.41	
	002	AQUATIC CENTER TOTAL		174.41	•
ROAD USE TAX LIABILITIES FIRST NATIONAL BANK TREASURER, STATE OF IOWA		FED/FICA TAX STATE TAX		2,618.45 381.38	

VENDOR NAME		REFERENCE	AMOUNT	VENDOR Total	CHECK# DATE
	050	LIABILITIES TOTAL		2,999.83	
STREET QLT AUTO VALUE/ARNOLD MOTOR BOBCAT OF OMAHA BOMGAARS EAGLE ENGINEERING ECHO GROUP, INC. IOWA ONE CALL MILLS COUNTY EXTENSION US CELLULAR UPHOFF OUTDOOR POWER, LE CENTURYLINK WEX BANK		EXTENSION BELL AIR FILTER REPAIR PARTS BAR & CHAIN OIL LOCUST ST RECONSTRUCTION STREET LIGHTS BULBS PEST CONTROL TRAINING RUT REPLACED PARTS FOR CHAINSAW		6.84 492.51 102.23 34.96 9,680.18 265.50 56.20 45.00 83.92 288.23 56.07 940.53	81022 10/10/23 81025 10/10/23 81026 10/10/23 81031 10/10/23 81032 10/10/23 81040 10/10/23 81046 10/10/23 81058 10/10/23 81059 10/10/23 81060 10/10/23
	210	STREET TOTAL		12,052.17	•
	110	ROAD USE TAX TOTAL		15,052.00	
EMPLOYEE BENEFITS STREET IPERS	210	WAGE ADJUSTMENT L.WEST STREET TOTAL		42.68 42.68	1291511 10/09/23
	112	EMPLOYEE BENEFITS TOTAL		42.68	-
LOST-SPECIAL REVENUE RECREATION AE SUPPLY ECHO GROUP, INC. HOUSERS AC AND HEATING MILLS COUNTY YMCA	440	COUNCIL APPROVED 9-12 YMCA PARKING LIGHT BULBS YMCA A/C COUNCIL OK 9.12.2023 2023 MANAGEMENT FEE RECREATION TOTAL		4,500.00 53.10 8,678.60 20,400.00	81032 10/10/23 81037 10/10/23
	121	LOST-SPECIAL REVENUE TOTAL		33,631.70	-
DTR GRANT CDBG HOUSING PROJECTS CURTIS ARCHITECTURE & DE		DTR CDBG FACADE IMP. PROJECT		36,348.88	81029 10/10/23

'endor Checks: 9/27/2023-10/10/202

Payroll Checks: 9/27/2023-10/10/.

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
SOUTHWEST IA PLANNING COUNCIL	23-DTR-006		336.00	81054 10/10/23
140	CDBG HOUSING PROJECTS TOTAL	-	36,684.88	
312	DTR GRANT TOTAL	-	36,684.88	
	Accounts Payable Total	F	223,959.76	•
Payroll Checks				
001 110 112	GENERAL ROAD USE TAX EMPLOYEE BENEFITS		59,403.95 8,327.46 315.36	
	Total Paid On: 10/05/23	-	68,046.77	,
	Total Payroll Paid	=	68,046.77	:
	Report Total		292,006.53	:

FUND	NAME	AMOUNT	
001 002 110 112 121 312	GENERAL AQUATIC CENTER ROAD USE TAX EMPLOYEE BENEFITS LOST-SPECIAL REVENUE DTR GRANT	197,778.04 174.41 23,379.46 358.04 33,631.70 36,684.88	
	TOTAL FUNDS	292,006.53	

Glenwood City Council Committee Meeting Minutes

September 26, 2023

Glenwood City Council met for committee meetings on Tues, 9.26.23 at 6:00 pm in Council Chambers prior to the City Council meeting. Mayor Ron Kohn called the meeting to order with the following Council Members present: Jeremy Rodman, Holly Jackson, Laurie Smither, Dan McComb. Donnie Kates was absent. City employees present: Jamey Clark, Police Chief Johansen, Fire Chief Matt Gray, Jessica Alley, Amber Farnan & Tara Painter; Guests: Jake Zimmerer, Sandi Winton, Joe Foreman, Rachel Reis, Amanda Reed, Brad (virtual) & Doug Masters (virtual).

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 Works

Jake Zimmerer from Eagle Engineering gave several project updates

- Locust St project was approved by IA DOT and will be bid on 11.21.23
- On 10.10.23 Council Meeting, Public Hearing and bidding to follow for Asphalt Overlay Project
- On 10.10.23 Council Meeting, Public Hearing and bidding to follow for Fairview Creek Stabilization, west side property
 owner and Glenwood School District will need easements, plans include sidewalk & fenced off area
- Burbach Aquatics plans on evaluating the Glenwood Aquatic Center possibly fall 2024

Public Admin

Farnan gave update on Perpetual Care Fund

Cemetery Audit showed \$14,830.00 needing to be moved from the General Fund to the Perpetual Care Fund, CD loans need
to be adjusted, changes needed to process and internment form, changes needed by 11.1.23, Perpetual Care Ordinance
recommended for Council approval

Rachel Reis from Jennie Ed Foundation

Discussed Caring For Our Communities business agreement with City, allows Fire/EMS, PD, Library, Public Health, and
other departments to have flexibility to talk to each other without violating HIPAA laws, the program offers gift cards,
vouchers, and other ways to assist those in need.

Meeting ended at 6:55pm

Glenwood City Council Minutes

September 26, 2023

Glenwood City Council met in regular session on Tues, 9.26.23 at 7:00 pm in Council Chambers. Mayor Ron Kohn called the meeting to order with the following Council Members present: Dan McComb, Holly Jackson, Laurie Smithers, and Jeremy Rodman. Donnie Kates was absent. City employees present: Fire Chief Gray, Jamey Clark, Chief Johansen, Amber Farnan, Jessica Alley, Ron Mattox, and Tara Painter; Guests: Joe Foreman, Sandi Winton, Jim Hughes, Jake Zimmerer, Amanda Reed, Brad Oliver, Susan Johnson, Renate Frieze, Richard Rix, Dan Kammerer & Blake Westerhold; Virtual: Doug Masters

Motion McComb/2nd Smithers to approve the Consent Agenda as printed: Agenda, Abstract of Claims #6, Minutes of 9.12.2023 Meeting; Ayes- 4 Nays- 0 motion carried

Mayor Kohn opened the public meeting concerning Arbor Hills Subdivision Located Within The Corporate Limits of the City of Glenwood at 7:01pm; no written or oral comments received from the public prior to the meeting, Susan Johnson made an oral comment asking Council about the road going in on 6th St, Farnan advised to contact HGM and the public hearing is for the final subdivision plat not the road, public hearing closed at 7:04 pm

Motion Jackson/2nd McComb to approve Resolution 3649 - Approving Arbor Hills Final Plat; Ayes- 4 Nays- 0 motion carried

Motion Smithers/2nd Jackson to approve Special Events Application for Square Crow Days on Saturday, October 21 from 9:00 - 11:00 am; Ayes- 4 Nays- 0 motion carried

Action items from committee meeting discussions

Public Admin

Jackson reported changes needed to City Perpetual Care fund; Ordinance 931 was recommended by state auditor and would get Cemetery Ordinance in compliance with State Code; Caring for Our Communities agreement from Jennie Ed to be assessed by City Attorney Woods; McComb for Public Admin discussed GRC update, continuing to work with State to assess the costs associated with making the site ready for developers and creating a plan for managing the site once the State has ended their operations

Motion Jackson/2nd McComb to approve First Read of Ordinance 931, an Ordinance Amending the Code of Ordinances for the City of Glenwood, Iowa by Amending Provisions Pertaining to the Cemetery and the Cemetery Board of the City of Glenwood, Iowa; Ayes- 4 Nays- 0 motion carried

Motion Jackson/2nd Smithers to approve waiving the 2nd & 3rd Readings of Ordinance 931 and to be formally adopted after legal publication by law; Ayes- 4 Nays- 0 motion carried

Public Works- Jackson & Rodman reported Public Hearing and bidding to follow for Fairview Stabilization Project, and Asphalt Overlay Project will be set for 10.10.23; Locust St plans have been accepted by IA DOT, current plans are for Spring/Summer 2024

Motion Jackson/2nd McComb to Set Public Hearing on Fairview Creek Project Plans Bid Opening on October 10, 2023 at 7:00pm; Ayes- 4 Nays- 0 motion carried

Motion Rodman/2nd Jackson to Set Public Hearing on Asphalt Overlay Projects Bid Opening on October 10, 2023 at 7:05pm; Ayes- 4 Nays- 0 motion carried

Department Reports

Public Works Director Clark - Stop signs added at 4th St, Elm St, and Nuckolls St; pool is drained; trimming trees in Right-of-Ways and other City property

Police Chief Johansen- Homecoming went well, 4 accidents & 4 arrests in town; Opened sealed bids for selling 2011 Chevrolet Tahoe: Tim Caya bid \$3,607.00, Ringwood Motors bid \$2,080.00, Barrett Auto bid \$5,000.00, & Cole Eastman bid \$3,655.00, Johansen advised worth is estimated \$4,500-\$6,000, recommended accepting Barrett Auto's bid; Richard Rix discussed concerns for payroll changes in November 2023, City Council and admin will work together to find a solution to ease the transition, Council requested Farnan to start process for hiring full-time admin assistant position at City Hall due to work loads, created new PD Officer testing date for 10.28.23

Motion Rodman/2nd Jackson to accept Barrett Auto's bid of \$5,000.00 for the 2011 Chevrolet Tahoe; Ayes- 4 Nays- 0 motion carried

Fire Chief Gray- 55 calls since the last Council, 38 in City limits; Thanked Captain Martin for assisting with a rollover accident while off-duty; Fire Prevention week will be Oct 8th-14th 2023, will have Fire/EMS meet and greet, pancake feed; requested to purchase budgeted boat for water rescue, nearest boat rescue is CB or Red Oak; Sandi Winton thanked Chief Gray & staff for their help with AED training for their office

Motion Smithers/2nd Jackson to approve purchase of Rescue Boat from MilPRO Marine, LLC for \$50,070.00; Ayes- 4 Nays- 0 motion carried

Park & Rec Director Mattox- Hiley Park Funfest is 9.29.23 from 5pm-7pm; vandalism of the water pump tube at GLP; DNR did a fish shock report for the pond and recommended a fish kill to control carp population, no decision made; SWI Pickleball requested a hydrant to wash courts, rough estimate was \$10,000, Council discussed not being in current budget

Admin/Finance Farnan- State approved moving forward with grant funding for DTR project; grant for updating old Casey's building was denied; yearly audit starts Thursday; Chamber Banquet will be on 10.12.23

Motion Jackson/2nd McComb to approve August 2023 Financials; Ayes- 4 Nays- 0 motion carried

Motion Jackson/2nd Smithers to adjourn meeting at 8:47 pm; Ayes- 4 Nays-0 meeting adjourned

Attest:		
	Mayor Ron Kohn	-
Jessica Alley, City Clerk		

Fire Prevention Week 2023 Proclamation

WHEREAS, the City of Glenwood, Iowa is committed to ensuring the safety and security of all those living in and visiting our city; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed more than 2,800 people in the United States in 2021, according to the National Fire Protection Association® (NFPA®), and fire departments in the United States responded to 338,000 home fires; and

WHEREAS, cooking is the leading cause of home fires in the United States and fire departments responded to more than 166,400 annually between 2016 and 2020; and

WHEREAS, two of every five home fires start in the kitchen with 31% of these fires resulting from unattended cooking; and

WHEREAS, more than half of reported non-fatal home cooking fire injuries occurred when the victims tried to fight the fire themselves; and

WHEREAS, children under five face a higher risk of non-fire burns associated with cooking than being burned in a cooking fire; and

WHEREAS, residents should turn pot handles toward the back of the stove; always keep a lid nearby when cooking; keep a three-foot kid-free zone around the stove, oven, and other things that could get hot; watch what they heat; and set a timer to remind them that they are cooking; and

WHEREAS, residents who have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, working smoke alarms cut the risk of dying in reported home fires almost in half; and

WHEREAS, City of Glenwood's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and

WHEREAS, residents are responsive to public education measures and are able to take personal steps to increase their safety from fire, especially in their homes; and

WHEREAS, the 2023 Fire Prevention WeekTM theme, "Cooking safety starts with YOU. "Pay attention to fire preventionTM," effectively serves to remind us to stay alert and use caution when cooking to reduce the risk of kitchen fires.

THEREFORE, I Ron Kohn Mayor of Glenwood, Iowa do hereby proclaim October 8–14, 2023, as Fire Prevention Week throughout this state, and I urge all the people of Glenwood to check their kitchens for fire hazards and use safe cooking practices during Fire Prevention Week 2023, and to support the many public safety activities and efforts of Glenwood fire and emergency services.

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

Ron Kohn, Mayor

REVENUE

lowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor tax.iowa.gov

Instructions on the	
For period (MM/DD/YYYY)//	7 / 23 through June 30,
I/we apply for a retail permit to sell cigarettes, tobacco	
Business Information:	OCT 0 9 2023
Trade name/Doing business as: TN - N-	44404
Physical location address: IN LOCALST.	St City: Glenward ZIP: 51534
Mailing address: 16439 Yates 5+, City	: <u>omaha</u> State: <u>NE</u> ZIP: <u>68116</u>
Business phone number: 402-9/7-6615	
Legal Ownership Information:	. 7
Type of Ownership: Sole Proprietor □ Partnersh	
Name of sole proprietor, partnership, corporation, LL	C, or LLP IN-N-OUT STOP (LC)
Mailing address: 164/39 Vafes 54 City	r: omalia State: NE ZIP: 68116
Phone number: 407 -917-6673 Fax number:	: omaha State: NE ZIP: 68116 Email: Farraincahotmini.com
Retail Information:	4
Types of Sales: Over-the-counter 🕅 Vending m	nachine □
Do you make delivery sales of alternative nicotine or	vapor products? (See Instructions) Yes □ No 🕱
Types of Products Sold: (Check all that apply)	otine Products ☐ Vapor Products ☐
Type of Establishment: (Select the option that best	
	nvenience store/gas station Drug store 🛘
Grocery store ☐ Hotel/motel ☐ Liquor store ☐ Has vending machine that assembles cigarettes ☐	. 0,0000 0000 🗖
If application is approved and permit granted, I/we do he the laws governing the sale of cigarettes, tobacco, alte	nereby bind ourselves to a faithful observance of mative nicotine, and vapor products.
Signature of Owner(s), Partner(s), or Corporate Off	
THE PARTY NAMED OF THE PARTY NAM	Name (please print): Abahadi Alfang (Albert)
	Signature:
,	Date: 18/5/2023
Send this completed application and the applicable questions contact your city clerk (within city limits) or your city clerk (within city limits).	fee to your local jurisdiction. If you have any our county auditor (outside city limits).
FOR CITY CLERK/COUNTY AUDITOR	· ·
Fill in the amount paid for the permit: 4 5 6 25 Fill in the date the permit was approved	Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure
by the council or board:	the information on the application is complete and
Fill in the permit number issued by the city/county:	accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that
Fill in the name of the city or county	applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
issuing the permit: <u>(i+y of (Mknurgod</u>) New Renewal □	Email: iapledge@iowaabd.com
	• Fax: 515-281-7375

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made by and between City of Glenwood ("Business Associate") and Jennie Edmundson Memorial Hospital d/b/a Methodist Jennie Edmundson ("Covered Entity") effective on the date of last signature below ("Effective Date"). This Agreement includes attached Exhibit A. This Agreement supplements and is made a part of certain master agreement(s) between the parties executed prior to the Effective Date ("Master Agreement(s)").

The parties hereby agree as follows:

1. DEFINITIONS.

- a. <u>Covered Entity</u>. For purposes of this Agreement, Covered Entity shall include all affiliates, subsidiaries and other entities covered by the joint notice of privacy practices of the Nebraska Methodist Health System, Inc. (Privacy Notice). Covered Entity shall include the applicable affiliate(s), subsidiary(ies) or other entity(ies) of the Nebraska Methodist Health System, Inc. that acts as a covered entity under the HIPAA Rules. Covered Entity shall include, but is not limited to, The Nebraska Methodist Hospital, Physicians Clinic, Inc. d/b/a Methodist Physicians Clinic, Methodist Jennie Edmundson, Fremont Health Clinic and Methodist Fremont Health.
- b. <u>Breach</u>. For purposes of this Agreement, Breach means, with respect to Protected Health Information, the impermissible acquisition, access, use or disclosure of Unsecured Protected Health Information which compromises the security or privacy of the Protected Health Information.
- c. <u>Business Associate</u>. For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that the Business Associate is otherwise a covered entity under the HIPAA Rules, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.504(a), as Business Associate for purposes of this Agreement. Business Associate shall have the meaning set out in its definition at 45 C.F.R. § 160.103.
- d. <u>Health Care Operations</u>. Health Care Operations shall have the meaning set out in its definition at 45 C.F.R. § 164.501.
- e. <u>HIPAA Rules</u>. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 through Part 164, including the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (HITECH Act). A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- f. Privacy Officer. Privacy Officer shall have the meaning as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- g. <u>Protected Health Information</u>. Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 160.103.
- h. <u>Security Incident</u>. Security Incident means the attempted or successfully unauthorized access, acquisition, use, disclosure, modification or destruction of information, or interference with the system operation of an information system. For purposes of this Agreement, the term Security Incident shall not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or services maintained by Business Associate.
- i. <u>Unsecured Protected Health Information.</u> Unsecured Protected Health Information shall have the meaning as set out in its definition at 45 C.F.R. § 164.402.
- j. <u>Catch-all Definition</u>. Unless expressly defined herein, terms used in this Agreement, whether or not capitalized, shall have the same meaning as found in 45 C.F.R. Part 160 through Part 164.

2. <u>PURPOSE</u>. Under the Master Agreement(s), the Business Associate uses and/or discloses Protected Health Information in its performance of the services described in the Master Agreement(s). Both parties are committed to complying with the HIPAA Rules. This Agreement sets forth the terms and conditions by which Protected Health Information will be handled by and between Business Associate, Covered Entity and with any third parties during the term of this Agreement and after its termination.

3. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION.

- a. <u>Permitted Uses and Disclosures</u>. Business Associate may use and disclose Protected Health Information received from, obtained, maintained or created on behalf of Covered Entity only for the following purposes:
 - (1) To perform the services described in the Master Agreement(s) and Exhibit A of this Agreement, so long as such use(s) and disclosure(s) complies with the HIPAA Rules.
 - (2) As needed for the proper management and administration of the Business Associate.
 - (3) To carry out the legal responsibilities of the Business Associate.
- b. <u>Conditions of Disclosure</u>. Before Business Associate may disclose Protected Health Information to another party for a reason described in Sections 3.a.2 or 3.a.3, one of the following conditions must be met:
 - (1) The disclosure must be Required by Law; or
 - (2) Business Associate must obtain reasonable assurances from the person or entity to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed; and
 - (3) The person or entity agrees to promptly notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Any electronic data interchange required by the Master Agreement(s) must comply with the HIPAA Rules for Standard Transactions including, but not limited to, those specified in 45 C.F.R. Part 162.

4. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- a. Responsibilities of Business Associate. Concerning its use and/or disclosure of Protected Health Information, Business Associate hereby agrees to do the following:
 - (1) Use and/or disclose Protected Health Information only as permitted or required by this Agreement and in compliance with the HIPAA Rules, or as otherwise Required by Law;
 - (2) Except as described in Section 3.a, not use or disclose Protected Health Information in a manner that would violate the HIPAA Rules if done by the Covered Entity;
 - (3) Report to Covered Entity's Privacy Officer:
 - (a) Any Security Incident within twenty-four (24) hours of Business Associate's discovery of such Security Incident;
 - (b) A Breach of unsecured Protected Health Information within twenty-four (24) hours of Business Associate's discovery of such breach; and
 - (c) Each access, acquisition, use or disclosure that is made by Business Associate, its employees, representatives, agents, or Subcontractors that is not specifically permitted by this Agreement.

- (4) Provide a full written report to Covered Entity's Privacy Officer within three (3) days of the discovery of a Breach. The report shall include the following:
 - (a) Detailed information about the breach, including a description of what occurred, the date of discovery and whether Protected Health Information was actually acquired or reviewed;
 - (b) Identify Covered Entity as the subject of breach and the identifiers and likelihood for re-identification;
 - (c) Identify who made the non-permitted use or disclosure and who received the Covered Entity's Protected Health Information;
 - (d) Describe what corrective action the Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects, and to protect against further breaches;
 - (e) Identify what steps the Individuals who are subject of a breach should take to protect themselves.
 - (f) If Business Associate does not have available complete information in satisfaction of the above within twenty-four (24) hours of discovery of the impermissible access, acquisition, use or disclosure, Business Associate shall provide all information it has at such time, and immediately update Covered Entity with additional information as it becomes available. In the event of a Breach, Business Associate shall pay for the costs of notification to Individuals plus the actual costs of mitigation of such Breach and any reasonably necessary mitigation costs associated with such Breach.
- (5) Mitigate, to the greatest extent possible, any harmful effects from any improper acquisition, access, use and/or disclosure of Protected Health Information by Business Associate.
- (6) Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Agreement.
- (7) In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- (8) Make all records, books, agreements, policies and procedures relating to the use and/or disclosure of Protected Health Information available to the Secretary and to Covered Entity, at a time and place agreeable to both parties, for purposes of determining Covered Entity's and Business Associate's compliance with the HIPAA Rules, subject to attorney-client and other applicable legal privileges.
- (9) Within fifteen (15) days of receiving a written notice from Covered Entity, provide to Covered Entity such information as is required by 45 C.F.R. § 164.528 to permit Covered Entity to respond to a request by an Individual for an accounting of the disclosures of the Individual's Protected Health Information in accordance with 45 C.F.R. § 164.528. If a Business Associate receives a request directly from an Individual, Business Associate shall forward such request to Covered Entity within twenty-four (24) hours.
- (10) Within three (3) days' notice by Covered Entity, make available to Covered Entity the Individual's Protected Health Information maintained by Business Associate in a Designated Record Set in

- accordance with 45 C.F.R. § 164.524. If Business Associate receives a request directly from an Individual, Business Associate shall forward such request to Covered Entity within twenty-four (24) hours.
- (11) Make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information when agreed to by Covered Entity and communicated to Business Associate in accordance with 45 C.F.R. § 164.526. If Business Associate receives a request directly from an Individual, Business Associate shall forward such request to Covered Entity within twenty-four (24) hours.
- (12) Subject to Section 6.d below, return to Covered Entity or destroy, within thirty (30) days of the termination of the Master Agreement(s), Protected Health Information in its possession and retain no copies or backup tapes.
- (13) Use and/or disclose to Business Associate's Subcontractors, agents or other third parties, and request from Covered Entity or another business associate of Covered Entity, only the minimum Protected Health Information necessary to perform or fulfill a specific function required or permitted hereunder in accordance with 45 C.F.R. § 164.502(b).
- (14) Comply with any reasonable requests by Individuals under 45 C.F.R. 164.522(b) to receive communications of Protected Health Information by alternative means or at alternate locations when communicated to Business Associate by Covered Entity or directly by the Individual.
- (15) Comply with any restrictions on the use or disclosure of Protected Health Information to which covered entity has voluntarily agreed or is required to agree, which is communicated to Business Associate.
- (16) Prohibit the Sale of Protected Health Information for financial remuneration.
- b. Responsibilities of the Covered Entity. Concerning the use and/or disclosure of Protected Health Information by Business Associate, Covered Entity hereby agrees to:
 - (1) Permit Business Associate to make any use and/or disclosure of Protected Health Information permitted under 45 C.F.R. § 164.512 except uses or disclosure for research are not permitted without prior approval by Covered Entity; and, except as allowed in Section 3 above, not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.
 - (2) Notify Business Associate promptly of any restriction on the use or disclosure of Protected Health Information that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent such restriction may affect Business Associate's use or disclosure of Protected Health Information.
 - (3) Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her Protected Health Information, such as a revocation of authorization for use or disclosure for marketing purposes, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
 - (4) Provide Business Associate with a copy of any amendment to Protected Health Information which is accepted by Covered Entity under 45 C.F.R. § 164.526 which Covered Entity believes will apply to Protected Health Information maintained by Business Associate in a Designated Record Set.

5. <u>IDENTITY THEFT PREVENTION PROGRAM.</u> Business Associate acknowledges that Covered Entity has adopted an Identity Theft Prevention Program as required under 16 C.F.R. Part 681 ("Red Flags Rule") for certain covered accounts that may be accessed in accordance with the Master Agreement(s). To the extent that Business Associate is a Service Provider under the Red Flags Rule and Covered Entity's Identity Theft Prevention Program, the conditions in this Section 5 apply to this Agreement. Business Associate will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate identity theft. Business Associate shall report to Covered Entity's Corporate Compliance Officer within three (3) business days of a reasonably confirmed incidence of identity theft involving Covered Entity's covered accounts, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity in mitigating any harmful effects of any such activity.

6. TERM AND TERMINATION

- a. <u>Term.</u> This Agreement shall become effective upon the Effective Date, and shall continue until terminated as provided herein ("Term"). In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with the Master Agreement(s) and Section 6.d herein.
- b. Termination by the Covered Entity. As provided for under 45 C.F.R. § 164.504(e)(2)(iii), the Covered Entity may immediately terminate the Agreement and any related agreements if the Covered Entity makes the determination that the Business Associate has breached a material term of this Agreement. Alternatively, the Covered Entity may choose to provide the Business Associate with written notice of the existence of an alleged material breach, and afford the Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms. Fallure to take reasonable steps to cure is grounds for the immediate termination of the Master Agreement(s). Business Associate may also terminate this Agreement and any related agreements if the Covered Entity has breached a material term of this Agreement. Business Associate may choose to provide Covered Entity with written notice of the existence of an alleged material breach, and afford the Covered Entity an opportunity to cure the alleged material breach upon mutually agreeable terms.
- c. <u>Automatic Termination</u>. This Agreement will automatically terminate without any further action of the parties upon the termination or expiration of the Master Agreement(s).
- Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall d. return or destroy all Protected Health Information in its possession or in the possession of its Subcontractors within thirty (30) days of termination of the applicable Master Agreement(s), and retain no copies, including cloud storage, data storage backups or backup tapes. If the Protected Health Information maintained by Business Associate or its Subcontractors is infeasible to return or destroy because the information is needed for Business Associate's proper management and administration or to carry out its legal responsibilities or is technically infeasible to return or destroy, Business Associate or its Subcontractor shall: (i) retain only that Protected Health Information which is necessary for Business Associate or its Subcontractor to continue its proper management and administration or carry out its legal duties or which is technically infeasible to return or destroy, and certify to Covered Entity in writing the reason that the Protected Health Information must be retained; (ii) return to Covered Entity or destroy the remaining Protected Health Information that the Business Associate maintains in any form; (iii) continue to use appropriate safeguards and comply with 45 C.F.R. Subpart C with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information; (iv) not use or disclose the Protected Health Information retained by Business Associate or its Subcontractor other than for the purposes for which it was retained and subject to the same conditions set out in Section 3.b which applied prior to termination; and (v) return to Covered Entity or destroy the Protected Health Information retained by Business Associate or its Subcontractor when it is no longer needed by Business Associate or its Subcontractor for the purposes set forth in this Section.

- e. <u>Change in Law or Regulations</u>. Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information, or the publication of any decision of a court of the United States or of this state relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may, by written notice to Business Associate, amend this Agreement in such manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within thirty (30) days of Covered Entity's notice. If the parties are unable to agree on an amendment within thirty (30) days thereafter, either party may terminate this Agreement on written notice to the other.
- 7. REPRESENTATIONS AND WARRANTIES. ALL PARTIES REPRESENT AND WARRANT that all Protected Health Information of Covered Entity shall be stored and processed within the physical boundaries of the United States of America. All agents, representatives and members of its workforce, whose services may be used to fulfill obligations under the Agreement, are/shall be located within the physical boundaries of the United States of America and appropriately informed of the terms of this Agreement and are under legal obligation to each party to fully comply with all provisions of this Agreement concerning the use and disclosure of Protected Health Information.
- 8. INDEMNIFICATION. Business Associate agrees to defend, indemnify and hold harmless Covered Entity and its officers, directors, employees, agents, contractors and successors (collectively, "Indemnified Party") from and against any and all losses, damages, settlements, awards, actions, claims, demands, liabilities, judgments, fines, civil monetary penalties, expenses or costs, including attorneys fees, incurred by Indemnified Party, arising out of or in connection with: (a) Business Associate's violation of the HIPAA Rules; (b) a breach of this Agreement, (c) negligence or misconduct of Business Associate; and (d) any other act or omission by or under the direction of Business Associate.

Notwithstanding any limitation of liability or disclaimer of damages in the Master Agreement(s) or elsewhere, to the extent that the Secretary determines that Business Associate is acting as an agent of Covered Entity under the Agreement or this Agreement, Business Associate shall indemnify and hold harmless Covered Entity for any fines, civil monetary penalties or monetary resolutions incurred by Covered Entity, plus reasonable attorneys' fees of Covered Entity, arising out of or relating to the actions or omissions of Business Associate or its agents, employees and contractors which constitute a breach of this Agreement.

9. INSURANCE. Business Associate shall obtain and keep in full force during the Term: (i) general liability insurance, and (ii) cyber liability insurance. Minimum required limits for such general liability and cyber liability insurance policies shall be in amounts reasonably required to fulfil Business Associate's obligations contained in this Agreement, and in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Proof of insurance must be submitted to Covered Entity upon request (forward to Nebraska Methodist Health System, ATTN: Risk Financing, 825 S 169th Street, Omaha, NE, 68118). Business Associate shall provide Covered Entity with thirty (30) days' notice prior to any cancellation or reduction of coverage.

10. MISCELLANEOUS.

- a. <u>Amendments</u>. Except as provided in Section 6.e, this Agreement shall not be amended except upon the express written agreement of the parties.
- b. <u>Severability</u>. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the other provisions shall remain in full force and shall in no way be affected, impaired or invalidated, unless to do so would substantially destroy the fundamental purposes of this Agreement or substantially and unfairly alter the respective burdens and benefits of the parties hereunder.
- c. <u>Waiver</u>. Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any other provision or any subsequent breach.

- d. <u>Assignment</u>. This Agreement shall not be assigned or transferred by either party, except to an entity which is in control of, controlled by, or under common control with the assigning party (control shall include the power to elect or approve a majority of the governing board) without the other party's prior written consent.
- e. <u>Binding Effect</u>. All terms of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, and their heirs, legal representatives, successors and permitted assigns.
- f. <u>Interpretation</u>. This Agreement is the result of negotiation between the parties, and no ambiguity herein shall be construed against either party because of that party's role in drafting this Agreement. Ambiguities contained shall be construed in a way that permits Covered Entity to comply with 45 C.F.R. § 160 through 164.
- g. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties as to the subject matter hereof, and replaces all prior written and oral statements and understandings. To the extent that any exhibit or schedule contains express provisions which are inconsistent with any term of this Agreement, the express provisions of the schedule or exhibit shall control. To the extent that the Master Agreement(s) is/are inconsistent with any term of this Agreement, this Agreement shall control.
- h. <u>Copies/Signatures</u>. A fully-executed facsimile or electronic copy of this Agreement shall be treated as an original Agreement and signatures may be made in counterparts to the Agreement.
- i. Recitals. The recitals are intended to describe the intent of the parties and the circumstances under which this Agreement is executed and shall be considered in the interpretation of this Agreement.
- j. <u>Headings</u>. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.
- k. <u>Exhibits</u>. Any exhibits or schedules referred to in this Agreement are incorporated as if fully set forth herein.
- No Legal Disability. Each party represents that its execution and performance of this Agreement will not violate any term, covenant or understanding with any other person or entity or place such party in breach of any contractual or legal obligation to a third party.
- m. No Third-Party Beneficiaries. This Agreement is executed for the benefit of the named parties only. Nothing in this Agreement or in the negotiation of this Agreement shall have the effect of conferring any rights or expectations on any third party. No one other than a party to this Agreement or a party's permitted successor or assign shall have the right to enforce any covenant, term or condition in this Agreement.

n. <u>Documentation</u>. BA shall maintain all documentation required by the HIPAA Rules for a period of six (6) years.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set forth below their respective names.

COVERED ENTITY, Covered Entity	BUSINESS ASSOCIATE, Business Associate
Ву:	Ву:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

EXHIBIT A TO BUSINESS ASSOCIATE AGREEMENT

This Exhibit sets forth the permitted uses and disclosures of Protected Health Information by Business Associate in the Agreement between **City of Glenwood** ("Business Associate") and **Jennie Edmundson Memorial Hospital d/b/a Methodist Jennie Edmundson** ("Covered Entity").

1. function	Purpose(s) of Disclosure. Business Associate has contracted to perform the following Business Associate has been accordanced by the following Business Associates as part of Caring for our Communities	ociate
2. another of the A	Information to be Disclosed. Covered Entity shall disclose to, or Business Associate may create source, the following information in order to perform its Business Associate functions in accordance greement: _Patient Demographic Information _Patient Discharge Overview	or receive from with the terms
3. the Agr agreem N/A	Subcontractor(s). If Business Associate intends to utilize any Subcontractors in performing the of eement, they must list the Subcontractors below and ensure that they enter into a businent with the Subcontractors].	oligations under less associate
A the he N/A	<u>Data Aggregation Services</u> : Business Associate shall provide the following Data Aggregation servally care operations of Covered Entity: [Complete only If Section 1:4 used in	vices relating to
5. use of security N/A	Additional Terms. [This section may include specifications for disclosure format, method of an intermediary, use of digital signatures or PKI, disaster recovery planning, authentication of data and other additions.	on additional

Sidewalk and Driveway Approach A	pplication/Permi	City of Glephin	od, IA
Receipt #:	Date:	0 14 33	Office Use
Permit Fee: 450	Building Permit#:	27139	
1. Owner/Applicant:		Home Phone:	* No.
2. Applicant's Address: 104 Fairvicas 10r.		Work Phone:	nla.
2.5	Ϋ́,	Cell Phone;	
4. Legal Description: LOT 2 BLK ADDIT	ion dens	Zone:	· · · ·
Removal New Reconstruction		Handicap Ram	p Required
5. Sidewalk Length A Q Driveway Width	20 Pt.	☐ γes 🛛	No No
the state of the s	Completion: 8/08		
	Concreto	Work Phone: Cell Phone:	40 <u>0-010-16</u> 689
8. All persons performing work in City street or street right in replacing street paving and ourb & gutter.	of-way shall be qualified	and have adequ	atë experience
9. A FINAL INSPECTION MUST TAKE PLACE BY A ST PLACEMENT OF CONGRETE FOR STREET PAVEMEN APPROACHES, ALL MATERIALS MUST BE APPROVE	I, CURB AND GUTTER	MPLOXEE PRIC SIDEWALK O	R TO THE R DRIVEWAY
10. Sidewalks shall be on all street lines of said property.		、 .	
11. I have received a copy of the City of Glenwood sidewall	regulations. 💢 Yes) No	
Signature of Applicant: 7 9 7 10 10 10 10 10 10 10 10 10 10 10 10 10	lays for processing this appl	Date & 10	9093
Voluntary Residential Sidewalk Program/Administrative			tial Sidewalks
1. City contribution shall be for the concrete cost only subject to av		ACCOUNTY OF	
2. Location of the sidewalk must accompany this application.	a was see		
3. Sidewalk shall be constructed in compliance with the City Ordin Public Works Director and/or the Zoning Administrator.	ance governing sidewalk co	nstruction or by ap	proval of the
4. Applicant must certify to the Public Works Director and Jos the	Zoning Administrator the ac	tual cost of the con	crete for the
improved sidewalk before funds are disbursed to the property own	ier,		
5. Public Works Director and/or Zoning Administrator must approach (City contribution shall not exceed 50% of the total cost of	the concrete with a maximi	dewalk construction gm of \$250.00 per a	on may begin, opplicants)
	pansk;		9/24/23
Sidewalk Concrete Cost: Estimate: 500 Actuali	. (N)		-/ / -
City Contribution: Estimated Actual: \$\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \		/23 Date:	
BEGIN sidewalk construction: Approved Disagr		Date:	
Project Must be Completed By:			
(Applicants must have work completed and the request for	a final inspection by the	Public Works Di	rector and/or
Planning Administrator within sixty (60) days from the dat FINAL INSPECTION: On this date (0 - 6 - 2 3 1 he	e of approval by the City ave inspected the sidewal	Council or the p lk as proposed h	ermitis void.)
Approved X Disapproved the construction and dis	bursement of funds for se TE: 10-9-23	id sidewalk.	
Certificate o			
City Zoning Administrator			
On this date 8-23-23, I recommend this application be	Approved <u>X</u> Disappro	vedsübject	to or by reason
of the following: Signature of Zoning Administrator:	<u> </u>		

Brent Hansen has Successfully completed one year of Service with the City of Glenwood Public Works Department.

Per this completion he is eligable for promotion to Street Crewman II on Oct. 13th 2023 at a pay rate of 23.22 per hour per union Contract.

Public Works director



TITLE: ADMINISTRATIVE ASSISTANT

DEPARTMENT: GLENWOOD CITY HALL

REPORTS TO: CITY ADMIN/FINANCE DIR, FIRE CHIEF & CITY CLERK

FSLA: NON-EXEMPT

JOB SUMMARY

The Administrative Assistant position is vital in the operations of the City and City Hall staff. They are the face of the City, and they perform general receptionist tasks including answering phones, taking messages, and providing information to the public. Responsibilities include but are not limited to assisting in: processing accounts payable, Cemetery records, processing receipts and invoices for billing, payroll, processing campground and aquatic center payments and forms, managing City Board Agendas, and assisting with Planning and Zoning. This position is expected to exercise considerable independence and personal discretion in conforming with City ordinances and policies.

ESSENTIAL JOB FUNCTIONS

The statements below are intended to describe the general nature and level of work being performed by individuals assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties, and skills required of personnel so classified in this position.

- 1. Receive public questions/comments from citizens and refer to appropriate employees.
- 2. Provide clerical support for City Admin/Finance Dir, Fire Chief, and City Clerk.
- 3. Receive, balance, and prepare payments for bank deposits.
- 4. Assist in issuing licenses and permits authorized by the Code of Ordinances.
- 5. Collaborate with the Fire Chief to create and process planning and zoning permits.
- 6. Attend, manage, and prepare Agenda and Minutes for Planning and Zoning meetings monthly.
- 7. Communicate with Board members, prepare, post, and send out Agendas for Cemetery, and Park Board monthly.
- 8. Process Cemetery internment agreements and manage burial reports.
- 9. Maintains Accounts Receivable records. Type, mail, and record statements for A/R Billing.
- 10. Maintain appropriate confidentiality of work-related issues, including but not limited to citizen, employee, and City information/records.
- 11. Maintain campsite reservations and park shelters.
- 12. Assist in preparing drafts, letters, memorandums, press releases, resolutions, ordinances, contracts, administrative polices, and forms as assigned.

- 13. Assists the City Clerk or Deputy Clerk to process payroll bi-monthly as needed.
- 14. Offer copies of records as directed by Open Records Laws.
- 15. Create and manage pool memberships and purchase concession supplies.
- 16. Collate and distribute all incoming e-mails/mail to the appropriate staff as needed.
- 17. Process City Accounts Payables bi-monthly and Library Accounts Payable monthly as needed.
- 18. Maintain office supply inventory and order supplies as necessary.
- 19. Perform any other duty as assigned or required by the City Admin/Finance Dir., City Clerk, or Fire Chief

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge

- 1. Accounting principles and practices preferred.
- 2. Experience with customer service principles.
- 3. Research techniques, sources and availability of information, and methods and principles of report presentation.

Skills

- 1. Handle stress effectively without it interfering with performance.
- 2. High attention to detail is required with maintaining accurate and detailed records.
- 3. Organize, set priorities, and exercise sound independent judgment within areas of responsibility.
- 4. Operate a computer, using word processing, spreadsheet, database software, and other standard office equipment.
- 5. Communicate clearly and effectively, both orally and written.
- Work independently, meet deadlines, and make decisions on procedural matters with minimal or no supervision.

Abilities

- 1. Participate in the development and administration of department goals, objectives, and procedures.
- 2. Interpret and apply federal, state, and local policies, laws, and regulations.
- 3. Requires semi-independent judgement, flexibility to learn clerk task readily, and problem solve.
- 4. Ability to cross-train and understand various functions of City government.
- 5. Establish and maintain highly effective working relationships with the Mayor, City Council members, other elected and appointed officials, committee members, department directors and managers, staff, citizens, representatives of civic and community groups, the media, the public, and others encountered in the course of work.

PHYSICAL AND ENVIRONMENTAL CONDITIONS

While performing the duties of this job, the employee is frequently required to stand; walk; sit; use hands and fingers to handle, and type; reach with hands and arms; talk or hear for long periods of time. The employee must occasionally lift and /or move up to 25 pounds. Specific vision abilities required by this job include the ability to view computer screens for long periods of time, and work in florescent light conditions. The noise level in the work environment is usually moderate to low.

REQUIRED EDUCATION/EXPERIENCE/CERTIFICATION

High school diploma, GED, or equivalent

PREFERRED EDUCATION/EXPERIENCE/CERTIFICATION

Preference will be placed on an individual with an Associates in Accounting, Administration, Public Administration, or Business degree. 3+ years of office administration experience. Intermediate experience in Google Suites, and Microsoft Office.

APPROVED BY CITY COUNCIL 10/10/2023

Resolution 3650

Approving Transfer of Perpetual Care Funds

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:

City Clerk

	From	Amount	То	Reason
	General (001)	\$14,830.00	Perpetual Care (500)	Monies placed in wrong fund.
			TOTAL:	\$14,830.00
P	ASSED AND API	PROVED this	10th Day of October, 2023.	
			Mayor	
Α	.ttest:			

RESOLUTION 3651

RESOLUTION SETTING PAY PERIODS FOR EMPLOYEES OF THE CITY OF GLENWOOD, IOWA, FOR PERMANENT FULL AND PART-TIME EMPLOYEES WHO ARE PAID ON A BIWEEKLY PAY SCHEDULE.

WHEREAS, The City of Glenwood's current pay periods run from Thursday to Wednesday, with timesheets due every other Wednesday morning. Pay is processed the same day and then pay is direct deposited into employee's bank accounts the following Thursday morning.

WHEREAS, the City of Glenwood resolves to change the current pay period schedule where timesheets will be due every other Thursday morning and pay deposited into employees' bank accounts the following Thursday morning.

WHEREAS, the City of Glenwood will enact this change beginning with the November 16, 2023 paycheck. Timesheets will be due to City Hall on Thursday, November 9, 2023 for work hours during November 2 - 8, 2023 and pay deposited into employees bank accounts on Thursday, November 16, 2023. The following pay period will be November 9 - November 22, 2023 with timesheets due on November 23, 2022 and pay deposited into the employees' bank account on November 30, 2023. The proceeding pay periods will follow this schedule.

WHEREAS, the change in pay period will create a pay day that is for one week, instead of the usual two weeks. This will be a one time change, going forward all paychecks will be one week in arrears and include two work weeks.

WHEREAS, the City of Glenwood recognizes this process could create a hardship for those employees who are paid biweekly.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA:

The City will provide up to 40 hours of floating holiday time for regular full-time employees (up to 50 hours of floating holiday time for full-time police officers not to exceed the shift hours scheduled for duty during November 9 - November 15, 2023), and up to 30 hours of floating holiday time for regular permanent part-time employees, equivalent to the amount of work hours scheduled for each employee during November 9 - November 15, 2023, to help alleviate the hardship caused by the change in pay periods. This does not include full-time firefighters/EMTs or paramedics, who are paid on a 27 day pay cycle.

DULY PASSED AND APPROVED THIS 10th day of October, 2023.

City Clerk

	Ron Kohn, Mayor	
Attest:		

Resolution 3652

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:

From	Amount	То	Reason
Debt Service (200)	\$5,105.20	Marian Hts Cash (310)	Auditor Adjustment
Emergency (119)	\$775.59	General (001)	Remainder of Emergency Fund

TOTAL:

\$5,880.79

PASSED AND APPROVED this 10th Day of October, 2023.

	Mayor	_
Attest:		
City Clerk		

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Mills County YMCA

110 Sivers Road

Glenwood, IA 51534 Phone 712-527-4352 INVOICE #103 DATE: 10/9/2023

INVOICE

TO: City of Glenwood 5 N Vine Glenwood, Iowa 51534

FOR: Glenwood Aquatic Center Pool Management Fee

DESCRIPTION	HOURS	RATE	AMOUNT
lenwood Aquatic Center Outdoor Pool Management Fee			
ummer of 2023; \$1,700 per week, 12-week season			\$20,400.00
1 week summer session; plus 1 week to open pool)			
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		TOTAL	\$20,400.00
		TOTAL	* 20.40

Make all checks payable to Mills County YMCA

Thank you for your business!



October 10, 2023

City Council
Mayor Kohn
Fire Chief Gray
Glenwood Fire & Rescue

RE: Service

I want to take a minute to recognize the Glenwood Fire Department, their Chief, Personnel and Volunteers. I have the pleasure of working closely with Chief Gray, his office is right across the hall. Our office has a pager that is programmed for Glenwood Fire & Rescue calls and over the past few months we have noted an increase in the number of pages for our Fire & Rescue Department, these calls range from lift assists, vehicle accidents, fires, overdoses, CPR in progress, and unfortunately code 4s. Each time the pager in our office goes off, Chief Gray leaves the office to assist his staff and volunteers on these calls.

Without our paid personnel and volunteers, our Fire & Rescue Department would not be able to answer all these calls, many times they are paged out to assist other departments who don't have the manpower or the training to attend to calls in their area. I am eternally grateful for anyone who has volunteered and/or is paid staff on our Department (or any department for that matter), I am proud to call them co-workers. Our City worked diligently to take over Rescue and I know it is making a difference. The City Council, Mayor Kohn, Fire Chief Gray and Roger Willaims are to be thanked for the countless hours of negotiating, preparing a budget and making cuts where needed to ensure a successful transition from the Glenwood Volunteer Fire Association to the Glenwood Fire & Rescue Department. I am thrilled that the Glenwood Volunteer Fire Association can get back to fundraising and supporting our department, as was their original purpose.

Lastly, I want to highlight Chief Gray, he is not only a leader but a servant. Not only does he work as a full-time fire chief, he has taken on additional duties that include code enforcement and permits. While these duties are outside the realm of firefighting and rescue, many small towns employ their fire chiefs for building inspections, code enforcement, etc. My staff and I do

Amber Farnan

City Administrator/Finance Director amber.farnan@cityofglenwood.org

5 N. Vine Street Glenwood, IA 51534 (712) 527-4717 our best to support Chief Gray with the building and zoning as much as possible, he still has a lot on his plate.

I hope that during Fire Prevention Week, that each of you will take the time to get to know our Fire & Rescue personnel and to thank them for their service and selflessness. Their jobs are not easy or for the faint of heart. Tour the fire station, take note of the needed repairs and upgrades. Attend fundraisers and other public events they hold. Become an active participant in the Fire Department.

With Sincere Appreciation,

Amber Farnan