Tentative Agenda Glenwood City Council Meeting June 25, 2024

Located at City Hall at 5 N. Vine St. ~7:00pm

Committee Meetings 6:30 - 7:00 pm

Budget & Finance

- ARPA Department Head Requests ARPA Funds
- Go Bond Update

Council Meeting - 7:00 p.m.

- 1. Pledge of Allegiance
- 2. Call to order/roll call
- 3. 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

- d. Resolution 3677 approving FY24 transfers
- b. Abstract of Claims #23
- e. Renewal of Lincoln Farm & Home 1 Liquor License
- c. Minutes from June 11, 2024
- f. Renewal of The Round Table Tea Bar Liquor License

4. 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.

- 5. Public Hearing on Status of Funded Activities for 712 Lofts
- 6. Bonnie Millsap
 - a. Grassley Visit
 - b. Ragbrai
 - c. GRC
- 7. Katy Pfeiffer
 - a. Request change in Chapter 54.06 to allow pitbulls in city limits
- 8. Jerry Radik
 - a. Request to remove sidewalk from 7 N. Grove
- 9. Jake Zimmerer Fairview Creek Project
 - a. Change Order #1 for (-\$7,583.80) for a final contract amount of \$175,505.00
 - b. Application for Payment #3 from Kerns Excavating for \$46,648.80
 - c. Application for Payment #4 (Final) from Kerns Excavating for \$8,775.25
- 10. Approve New Tobacco Permit for Green Leaf Tobacco
- 11. Approve Resolution 3678 Setting Non-Union Employee Salaries for FY25 beginning July 1, 20204
- 12. Approve Resolution 3679 Setting Union Employee Salaries for FY25 beginning July 1, 2024
- 13. Approve Contract with Cornerstone Commercial Contractors for Downtown Revitalization Facade Project
- 14. Committee Reports
 - a. Budget & Finance Smithers
 - i. ARPA Funds
 - ii. Go Bond Update

15. Departmental Reports

- a. Clark-Public Works
 - i. Approval of Summer Hours 6:00 a.m. 2:30 p.m. Memorial Day to Labor Day
- b. Johansen Police Dept

- c. Painter Library
- d. Collins Cemetery
- e. Gray Fire & Rescue/Code enforcement
 - i. 5.19.2024 P&Z Meeting Minutes
- f. Mattox Park
 - i. Rec Agreements
 - ii. Modern Ice Lease Agreement
 - iii. 6.20.2024 Park Board Minutes
 - iv. Approve Park Board's recommendation to increase Doug Meggison's hourly wage to \$15.00/hr effective April 1, 2024 with back pay
- g. Farnan Admin
 - i. Resolution 3676 approving wages of certain city employees
 - ii. Mural update
 - iii. Approve the following CDBG Pass Thru Funds Pay Request:
 - 1. Pay Request 24 Arbor Hills, 19-DRH-018 in the amount of \$334,760.36
- 16. Mayor's Report
- 17. Council Member Report
- 18. Motion to Adjourn

Order of agenda at discretion of Mayor

For hearing assistance contact City Hall seven business days prior to the meeting date.

Virtually: https://meet.goto.com/CityofGlenwood/Phone: (786) 535-3211 Access Code: 738-827-117

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Payroll Checks: 6/12/2024- 6/30/2024

Claims # 23

	VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK CHECK# DATE
	GENERAL				
	LIABILITIES FED/FICA TAX PAYMENT	CED /CTC & TAV	10 544 00	4204.000	C 440 10 1
	TREASURER, STATE OF IOWA	FED/FICA TAX STATE TAX	12,541.30		
	IPERS	IPERS	1,963.56 10,902.70	1291667 1291668	
	CITY OF GLENWOOD	HEALTH INS	2,419.80		6/13/24
and the second s	050	LIABILITIES TOTAL	27,827.36	-	
	POLICE				
والمتحادث والمتحالة والمتحاج والمتحادة والمتحادة والمتحادث والمتحا	ACCESS SYSTEMS	AGREEMENT#016-1517598-000	154.25	82037	6/25/24
	BEST FINISH AUTO SERVICE	21' TAHOE OIL CHNG/WINDSHIELD	644.19		6/25/24
	GARDEN TREASURES INC	MIRACLE GRO	9,99		6/25/24
•	GLENWOOD FEED AND INDUSTRIAL	UPS	35.67		6/25/24
	IOWA PRISON INDUSTRIES	ZAK UNIFORM	230.00		6/25/24
	MIDAMERICAN ENERGY	ELECTRIC SERVICE	162.97		6/25/24
	VISA	AMAZON	538.25		6/25/24
	VISA	MENARDS	315.00		6/25/24
	VISA	USPS	336.62		6/25/24
	110	POLICE TOTAL	2,426.94	-	
	FIRE	LITTER AND CITE			
	ALEX AIR APPARATUS, INC	WILDLAND GEAR	5,796.00		6/25/24
	BLACK HILLS ENERGY	SERVICE	86.16		6/25/24
	BEST FINISH AUTO SERVICE	18' F-150 WHEEL HUB/BEARING	860.68		6/25/24
	BOMGAARS DIVE RESCUE INTERNATIONAL	BIT/TIRE GAUGE X3	41.52		6/25/24
	GREAT PLAINS UNIFORMS	SHIPPING	30.18		6/25/24
	JONES AUTOMOTIVE, INC	CHIEF GRAY BOOTS	139.50		6/25/24
	LIFE ASSIST	INSTALL CRADLE POINT CAR 1 MED SUPPLIES	401.53		6/25/24
	MENARDS		806.59		6/25/24
	MIDAMERICAN ENERGY	REPL AIR COMP/DRYER VENT MATER ELECTRIC SERVICE	322.60		6/25/24
	MIDWEST BREATHING AIR LLC		601.61		6/25/24
	PRECISION DIESEL INC	QTLY NEPA TEST FOR SCPA COMP	242.10		6/25/24
	STRYKER SALES, LLC	MED 2 TURBO LINE REPAIR LUCAS POWER SUPPLY WITH CORD	575.44		6/25/24
	US CELLULAR	FD HOTSPOTS/PHONE	383.76		6/25/24
	03 CELEGEAN	רט חטוסרטוס/רחטאב	245.78	820/3 	6/25/24
	150	FIRE TOTAL	10,533.45	i	
	LIBRARY CITY OF GLENWOOD	HEALTH INS	225.00) 82032	6/13/24
			****		0/13/24
		LIBRARY TOTAL	225.00)	
	AMPITHEATER MIDAMERICAN ENERGY	ELECTRIC SERVICE	69.60	82062	6/25/24
	420	AMPITHEATER TOTAL	69.60	 }	
		VVICTO	03100	•	
	PARK BLACK HILLS ENERGY	SERVICE	37.07	2 820AC	6/25/24
	BOMGAARS	PULLER/FUSE/OUTLET X2	235.1		. 6/25/24 7 6/25/24
	FIRSTLIGHT TECHNOLOGIES	MOUNT POLES X12/CAP/BASE COVER	30,000.00		6/23/24 3 6/24/24
	(TUSTETOIL) JECHNAFAATES	HOOM TOLLS VIEW CULL BUSE COAFIE	30,000,00	A T72T013	0 0/44/44

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Payroll Checks: 6/12/2024- 6/30/2024

<u></u>	VENDOR NAME		REFERENCE	AMOUNT	VENDOR Total	CHECK#	CHECK Date
	MIDAMERICAN ENERGY R P DESIGN UPHOFF OUTDOOR POWER, LLC		ELECTRIC SERVICE BARRETT BENCH BLADES X2	2,185.68 725.00 137.65	82069	•6/25/24 6/25/24 6/25/24	
	430	80	PARK TOTAL	33,320.46			
	LINKON LOGS PORTABLES MIDAMERICAN ENERGY ODEYS INC STOUDER PLUMBING	CLU	2 LIGHT POLE REPAIRS @ FIELDS PICKLEBALL RENTAL ELECTRIC SERVICE PALLET OF CHALK URINAL SERVICE CALL	5,000.00 1,200.00 80.00 372.65 298.00 269.57	82051 82059 82062 82065	6/25/24 6/25/24 6/25/24 6/25/24 6/25/24	· · ·
		ŧV	RECREATION TOTAL	7,220.22			
	CEMETERY IPERS BLACK HILLS ENERGY BOMGAARS STEVE KONFRST ENTERPRISES MIDAMERICAN ENERGY UPHOFF OUTDOOR POWER, LLC VISA		SERVICE PIN/HOSE CLAMP REMOVE 3 ASH TREES ELECTRIC SERVICE BLADES/PULLY/SPOOL AMAZON	43.74 12.85 3,500.00 53.10 372.77 27.99	82047 82057 82062 82074	6/13/24 6/25/24 6/25/24 6/25/24 6/25/24 6/25/24	
	45	50	CEMETERY TOTAL	4,010.45	-	-	
	ADMINISTRATION ACCESS SYSTEMS BLACK HILLS ENERGY BONGAARS MIDAMERICAN ENERGY VISA		ACREEMENT#016-1517598-000 SERVICE EYE BOLT/ROPE CLIP/CABLE ELECTRIC SERVICE GOOGLE SUITE	154.25 37.77 328.54 1,023.04 710.81	82042 82047 82062	6/25/26 6/25/26 6/25/26 6/25/26	4 4 4
	62	20	ADMINISTRATION TOTAL	2,254.41			
	00	01	GENERAL TOTAL	87,887.89	-		
	AQUATIC CENTER POOL JESSICA ALLEY AQUA CHEM INC. DANNIELLE ARNOLD AMBER J FARNAN MIDAMERICAN ENERGY MILLS COUNTY YMCA VISA	1 45	POOL CONCESSION MILEAGE POOL CHEMICALS POOL CONCESSION MILEAGE POOL CONCESSION MILEAGE ELECTRIC SERVICE hose/nozzle/ 2 squeegee AMAZON POOL TOTAL	24.52 1,601.03 24.52 49.04 717.31 131.55 2,128.52	82041 82044 82049 82062 82064 82076	6/25/2 6/25/2 6/25/2 6/25/2 6/25/2 6/25/2	4 4 4 4
	0	002	AQUATIC CENTER TOTAL	4,676.49)		

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Payroll Checks: 6/12/2024- 6/30/2024

 VENDOR NAME		REFERENCE		MOUNT	VENDOR Total	CHECK# [IECK Pate
ARPA ARPA FUNDS ARBOR STREET STUDIOS		CITY HALL MURAL		15,000.00	¢ rucă	6/25/24	· · · · ·
INDON STALL STORES	120				- 02043	0/23/24	
	T33	ARPA FUNDS TOTAL		15,000.00			
	005	ARPA TOTAL		15,000.00	-		
ROAD USE TAX							
LIABILITIES FED/FICA TAX PAYMENT		FED/FICA TAX		3.027.68	1291666	6/13/24	
TREASURER, STATE OF IOWA		STATE TAX		487.19			
	050	LIABILITIES TOTAL		3,514.87	-		
STREET BLACK HILLS ENERGY BOMGAARS KERNS EXCAVATING CO LOGAN CONTRACTORS SUPPLY MIDAMERICAN ENERGY	INC	SERVICE GLOVES/PIPE BUSHING/PLUG FAIRVIEW CREEK STABILIZATION TAR POT RENTAL ELECTRIC SERVICE		56.43 26.96 46,648.80 1,485.00	82047 82056 82060	6/25/24 6/25/24 6/25/24 6/25/24	
UPHOFF OUTDOOR POWER, LLC			9,584.22	6,023.85		6/25/24 6/12/24	
UPHOFF OUTDOOR POWER, LLC	•	ECHO CS355T/CHAIN/ SETUP FEE	497.49			6/25/24	
	210	STREET TOTAL		64,322.71			
	110	ROAD USE TAX TOTAL		67,837.58	. <u>.</u> }		
EMPLOYEE BENEFITS	÷						
POLICE PRINCIPAL LIFE INS CO WELLMARK BC/BS		LIFE AND AD&D MEDICAL AND DENTAL		232.32 18,994.9		6/25/24 6/19/24	
	110	POLICE TOTAL		19,227.2	7		
FIRE PRINCIPAL LIFE INS CO WELLMARK BC/BS		LIFE AND AD&D MEDICAL AND DENTAL		133.0 10,035.8		6/25/24 6/19/24	
	150	FIRE TOTAL		10,168.9	- - 1		
STREET PRINCIPAL LIFE INS CO WELLMARK BC/BS		LIFE AND AD&D MEDICAL AND DENTAL		149.3 8,075.7		6/25/24 6/19/24	
	210	STREET TOTAL		8,225.1	5		
LIBRARY PRINCIPAL LIFE INS CO WELLMARK BC/BS		LIFE AND AD&D MEDICAL AND DENTAL		82.3 6,219.1		6/25/24 6/19/24	

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Payroll Checks: 6/12/2024- 6/30/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK# DATE
41) LIBRARY TOTAL	6,301.56		
PARK PRINCIPAL LIFE INS CO WELLMARK BC/BS	LIFE AND AD&D MEDICAL AND DENTAL	51.92 3,638.89	82067 1291672	
43	D PARK TOTAL	3,690.81	•	
CEMETERY PRINCIPAL LIFE INS CO WELLMARK BC/BS	LIFE AND AD&D MEDICAL AND DENTAL	11.23 2,747.73	82067 1291672	
45	O CEMETERY TOTAL	2,758.96	•	
ADMINISTRATION AMBER J FARNAN PRINCIPAL LIFE INS CO WELLMARK BC/BS	JUSTIN DEDUCTIBLE LIFE AND AD&D MEDICAL AND DENTAL	790.00 66.70 5,495.46	82067	6/25/24 6/25/24 6/19/24
62	O ADMINISTRATION TOTAL	6,352.16	•	
11	2 EMPLOYEE BENEFITS TOTAL	56,724.82	-	
DEBT SERVICE DEBT SERVICE PFM FINANCIAL ADVISORS, LLC	FY 22-23 FILING ASSISTANCE	500.00	82068	6/25/24
71	O DEBT SERVICE TOTAL	500.00	-	
20	O DEBT SERVICE TOTAL	500.00	-	
CDBG HOUSING GRANT CDBG HOUSING PROJECTS JIM & MONICA HUGHES DAVE & JANET WARREN	CDBG PASS THROUGH FUNDS GAX 2 FINAL PAYMENT	345,969.65 80,000.00	82036	6/21/24 6/24/24
14	O CDBG HOUSING PROJECTS TOTAL	425,969.65		
3:	.1 CDBG HOUSING GRANT TOTAL	425,969.65	-	
DTR GRANT				

CDBG HOUSING PROJECTS

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Payroll Checks: 6/12/2024- 6/30/2024

VENDOR NAME	REFERENCE	AMOUNT	VENDOR Total	CHECK#	CHECK Date
SOUTHWEST IA PLANNING COUNCIL	DTR GRANT MANAGEMENT	856.00	82070	6/25/24	
140	CDBG HOUSING PROJECTS TOTAL	856.00	•		
312	DTR GRANT TOTAL	856.00	-		
	Accounts Payable Total	659,452.43			
Payroll Checks					
001 110 112	GENERAL ROAD USE TAX EMPLOYEE BENEFITS	43,611.64 8,181.34 555.03			
	Total Paid On: 6/13/24	52,348.01	- ,		
001 110	GENERAL ROAD USE TAX	42,070.15 8,250.57			
	Total Paid On: 6/27/24	50,320.72			
	Total Payroll Paid	102,668.73	_		
·	Report Total	762,121.10	;		

CLAIMS REPORT CLAIMS FUND SUMMARY

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Payroll Checks: 6/12/2024- 6/30/2024

FUND NAME	AMOUNT	
001 GENERAL 002 AQUATIC CENTER 005 ARPA 110 ROAD USE TAX 112 EMPLOYEE BENEFITS 200 DEBT SERVICE 311 CDBG HOUSING GRANT 312 DTR GRANT	173,569.68 4,676.49 15,000.00 84,269.49 57,279.85 500.00 425,969.65 856.00	`
TOTAL FUNDS	762,121,16	

June 11, 2024 Minutes Committee Meeting

Glenwood City Council met for committee meetings on Tues, 6.11.2024 at 6:00 pm in Council Chambers prior to the City Council meeting. Mayor Angela Winquist called the meeting to order with the following present Council Members: Donnie Kates, Mike Lines & Christina Duran (virtual). Laurie Smithers & Natalie McEwen were absent. City employees: Captain Worcester, Jamey Clark, Jamey Clark, Amber Farnan, Jessica Alley, Dannielle Arnold, Ron Mattox & Tara Painter. Guests: Joe Foreman. Bob Wray & 1 additional guest were virtual.

Committee meetings are open to the public and 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

Budget & Finance

- Discussed estimates to replace a water heater at the YMCA; Houser's AC estimate was \$23,451.73, and Advanced Electric estimate was \$26,345.00

Park & Rec

Discussed ballfield maintenance contract, 3 bids were received at 5.14.2024 Committee Meeting from Sharp Blades, Don's
Lawn & Leisure, & Loess Hills Landscaping, Park Board & Park Superintendent Ron Mattox recommend Sharp Blades bid;
discussed City assisting in paying for storage unit at soccer field

Public Admin

- Kates & Duran met prior to Council meeting to discuss the current Chicken Ordinance, "Committee Recommendation: We have carefully considered the request to allow chickens in City limits. At this time, we do not feel it is administratively possible with current staffing or in the best interest of the larger Glenwood community to allow chickens in City limits. We are recommending the City Council not allow chickens within Glenwood city limits." Complete recommendation letter can be supplied by request at City Hall or cityclerk@cityofglenwood.org

Committee Meeting was closed at 6:26pm, meeting video was paused, and an in-person quorum was not present

City Council Minutes

Glenwood City Council met in regular session on Tues, 6.11.24 at 7:00 pm in Council Chambers. Mayor Angela Winquist called the meeting to order with the following present Council Members: Donnie Kates, Mike Lines, Laurie Smithers (virtual), & Christina Duran (virtual). Natalie McEwen was absent. City employees: Captain Worcester, Jamey Clark, Jamey Clark, Amber Farnan, Jessica Alley, Dannielle Arnold, & Tara Painter. Guests: Joe Foreman, Jack Sayers, Brad Oliver, Travis Coffey, & Kris Honeycutt. Bob Wray & Aaron Ling were virtual.

Recited the Pledge of Allegiance

Motion-Kates/2nd-Lines to approve the consent agenda: Agenda, Abstract of Claims #22, Minutes from June 4, 2024, Resolution 3674 Setting Certain Employee Wages, Renewal of Whiskey Wolf Liquor Alcohol License, & Approval of Mayor's appointment of Joe George to the Library Board, 6-year term ending 6/30/2030; Roll call: Ayes - 4, Nays - 0 Motion Carried

Public Comment: Jack Sayers introduced himself as one of the Republican candidates that will be on the General election ballot and will be attending Council meetings

Brad Oliver- requested Council if the Fire Dept could hold a 2024 Gun Raffle, all proceeds benefit supplementing FD for equipment, training, appliances, etc., tickets will be sold July 8th - Homecoming day and can be purchased from any fire department member, the raffle will be on Homecoming day (Oct 4th)

Motion Kates/2nd Lines to approve Glenwood Fire Association Fundraiser for 2024 Gun Raffle; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Kates/2nd Lines to approve Sound Permit for Hillside House of Hell event on July 6, 2024; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Jake from Eagle Engineering- Locust St Project is about 20% complete, asphalt can be completed in a few days after concrete work is done, requesting DOT add sidewalks into project; Fairview Creek Stabilization project has sidewalk poured on one side, fence put up, waterline replaced, North side of tubes have been assessed: will be repacked & sidewalk repoured, this project is fully funded; Concrete will be poured on Redbud Ave next week, weather permitting

Motion Lines/2nd Kates to approve pay Application 2 from Western Engineering for Locust Street Project in the amount of \$131,442.60; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Lines/2nd Duran to approve Resolution 3675 Authorizing the use of Preliminary Official Statement in Connection with the Sale of General Obligation Corporate Purpose Bond, Series 2024; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Kates/ 2nd Lines to Approve new Glenwood RAGBRAI 2024, Inc Liquor License; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Smithers/2nd Kates to Approve SWIPCO Joint Participation Agreement and \$5,000 Annual Contribution for SWITA; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Action item from committee meetings held prior to the Council meeting

Lines Reported for Park & Rec/Budget & Finance

Motion Lines/2nd Kates to approve YMCA Water Heater Replacement bid for \$23,451.73 by Housers AC, to be paid from LOST funds; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Smithers/2nd Duran to approve award bid for Rec Field Maintenance 2-yr Contract, not to exceed \$16,000 to include the spray option from Sharp Blades, to be paid out of ARPA funds; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Kates/2nd Smithers to approve paying \$7,500 out of ARPA funds to Soccer Club to assist with field storage; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Kates for Public Admin - discussed recommendation regarding chicken ordinance, Council not moving forward w/allowing chickens in city limits

Department Reports

Public Works-Clark

Motion Kates/2nd Duran to approve Scag Mower purchase bid from Uphoff for \$9,584.22; Roll Call: Ayes - 4, Nays - 0 Motion Carried Additional bid received from AgriVision was \$10,050.00 both bids included trade-in of old mower

Police Dept-Worcester

Discussed grant and donation money being used for drone purchase; 4 arrests & 269 calls for service since the last meeting

Motion Kates/2nd Smithers to approve PD Purchase of Enterprise Drone Bundle in the amount of \$5,299 with grant and donated funds; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Duran/2nd Kates to approve Request for Chief Johansen & Captain Worcester to attend MOCIC Conference Aug 26-30; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Kates/2nd Lines to approve Animal Control MOU with Midland Humane Society including changes; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Library-Painter

Discussed vestibule scheduled for fix June 24, for a week there will be no front door entrance; 268 people signed up for summer reading program, 71 teens, 139 logs turned in so far

Cemetery-Farnan for Collins

Reminded Council that a 3rd person needed for Cem Board, meets 3rd Wed of each month at 9:30am

Fire Department-Gray

36 calls for service since last meeting; currently short staffed, another PT Fire/Paramedic starting soon; Nuisance and abatement has been busy; Land Development Ordinances being assessed in P&Z

Park & Rec

Kris Honeycutt with SWI Pickleball- requested Council to lock pickleball court at night during the weekend of RAGBRAI to prevent damage, Kates responded that all City fields and courts are insured, and they want to keep them open to the public, there will also be a large increase in police presence that weekend

Admin-Farnan

Motion Lines/2nd Kates to approve April 2024 Financials & Rev/Exp Report; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Duran/2nd Lines to approve May 2024 Financials & Rev/Exp Report; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Kates/2nd Lines to approve Setting Public Hearing for Status of Funded Activities for 712 Lofts on Tuesday, June 25, 2024 at 7:00 p.m.; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Motion Smithers/2nd Kates to Approve the following CDBG Pass Thru Funds Pay Request: Pay Request 22 - Arbor Hills, 19-DRH-018 - in the amount of \$596,548.43, Pay Request 23 - Arbor Hills, 19-DRH-018 - in the amount of \$162,275.45, Pay Request 14 - 306 N Locust, 19-DRH-006 - in the amount of \$22,009.00 - Final Payment, & Pay Request 14 - 712 Lofts, 19-DRH-001 - in the amount of \$562,997.80; Roll Call: Ayes - 4, Nays - 0 Motion Carried

Mayor Winquist

Reported on attending Council of Official meeting; met with Lt. Governor Gregg at 712 Lofts meeting on 6/11/24

Motion Lines/2nd Smithers to adjourn meeting at 7:54pm; Roll call: Ayes - 4, Nays - 0 meeting adjourned Attest:

Angela Winquist, Mayor

Resolution 3677

Approving Fund Transfers for FY 2024

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
LOST (121)	\$60,000	General Fund (001)	For Trails Project
LOST (121)	\$379,800	Debt Service (200)	For Aquatic Center GO Bond
LOST (121)	\$75,000	Aquatic (002)	For Salaries, Maintenance
RUT (110)	\$5,000	General (001)	For RUT Wages
Marian Hts	\$48,246	Debt Service	For Marian Hts GO Bond
Emergency (119)	\$53,668.49	General (001)	Emergency fund to general

TOTAL:

\$621,714.49

PASSED	AND	APPROVED	this 25th Da	v of June	2024
EMOODED	עועו	ALLIO ATT	, MHS 72M Da	v or junc.	. ZVZ4:

	Mayor	
Attest:		
City Clerk		

- 4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven (7) days of the receipt of notice of appeal. The hearing may be continued for good cause. After such hearing, the Council may affirm or reverse the order of the Mayor. Such determination shall be contained in a written decision and shall be filed with the Clerk within three (3) days after the hearing or any continued session thereof.
- 5. If the Council affirms the action of the Mayor, the Council shall order in its written decision that the person owning, sheltering, harboring or keeping such dangerous or vicious animal remove such animal from the City or destroy it. The decision and order shall immediately be served upon the person against whom rendered in the same manner as the notice of removal. If the original order of the Mayor is not appealed and is not complied with within three (3) days or the order of the Council after appeal is not complied with within three (3) days of its issuance, the Mayor is authorized to seize, impound or destroy such dangerous or vicious animal. Failure to comply with an order of the Mayor issued pursuant to this chapter and not appealed, or the Council after appeal, constitutes a simple misdemeanor.

(Ord, 804 – Dec. 07 Supp.)

(Ch. 54 - Ord. 630 - Jan. 98 Supp.)

54.05 MAYOR DESIGNEE. The duties imposed upon the Mayor by this chapter may be performed by a designee of the Mayor. (Ord. 746 – Nov. 04 Supp.)

54.06 PIT BULLS PROHIBITED. Except as otherwise provided in this section, it shall be unlawful for any person to own, possess, keep, exercise control over, maintain, harbor, transport, or sell any pit bull within the City of Glenwood, Iowa.

1. Pit Bull and Owner Defined.

A. A "pit bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying the majority of physical traits of any one or more of the above breeds (more so than any other breed), or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the aforementioned breeds, as from time to time may be modified. The final determination of the classification of any dog lies with the City Council of the City of Glenwood.

- B. An "owner" is defined as any person or entity who owns, possesses, keeps, exercises control over, maintains, harbors, transports or sells a pit bull.
- 2. Exception to Prohibition. The owner of a pit bull currently licensed as of the date of publication of the ordinance codified in this section and who maintains the pit bull at all times in compliance with the requirements of this section and all other applicable requirements of Chapter 54 and Chapter 55 of the Glenwood Code of Ordinances, may keep a pit bull within the City limits of Glenwood, Iowa. Such requirements of this section are as follows:
 - A. The owner of the pit bull shall keep the license current by annual renewal, and such license shall not be transferable and shall be renewable only by the holder of the license or by a member of the immediate family, such licensee who is at least 18 years of age. The owner of the pit bull must be at least 18 years of age. The owner shall not be able to sell or transfer the pit bull to any other person or entity located within the City of Glenwood, lowa except to a member of the immediate family. The Glenwood Police Department shall be notified by the owner of any such sale or transfer within three (3) days of the sale or transfer, and the owner shall provide the name, age, address, and telephone number of the new owner.
 - B. The owner must provide or present to the Glenwood Police Department proof that the owner has procured liability insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00), covering any damage or injury that may be caused by a pit bull during the duration of its license. Such policy shall contain a provision requiring the insurance company to provide written notice to the Glenwood Police Department not less than fifteen (15) days prior to any cancellation, termination, or expiration of the policy.
 - C. The owner, at his or her own expense, shall have the pit bull spayed or neutered within thirty (30) days of the final publication of this ordinance, and present written proof to the Glenwood Police Department from a licensed veterinarian that such sterilization has been performed.
 - D. The owner shall cause to be placed and remain in place a sign at his or her property entrance and which must contain the words "pit bull dog." Said sign shall be a minimum of 8" X 10"

in size and the lettering on such sign shall not be less than two (2) inches in height.

- E. At all times when a pit bull is at the property of the owner. the owner shall keep the pit bull confined. "Confined" as used in this section shall mean the dog shall be placed in a securely enclosed and locked pen or structure upon the premises which shall be set back at least ten (10) feet from the nearest property line of the premises. Said pen or structure must be constructed of materials which prevent the pit bull from biting or otherwise attacking a person wholly outside of the pen or structure. No owner or person shall permit or allow such pit bull to be beyond the premises of such person unless the pit bull is securely leashed and muzzled by a responsible adult, or otherwise securely restrained in a kennel or other enclosure. The leash shall be no longer than four feet. "Muzzled" shall mean that the jaws of the pit bull are confined by a devise that prevents the pit bull from biting. A "secured temporary enclosure" shall mean an enclosure used for purposes of transporting a pit bull and which includes a top and bottom permanently attached to the sides except for a door for removal of the pit bull. Such enclosure must be constructed in order to ensure that the pit bull may not exit the enclosure on its own.
- F. The owner of the pit bull must notify the Glenwood Police Department within five (5) days in the event the pit bull is lost, stolen, dies or has a litter.
- G. In the event of a litter, the owner shall not keep any puppy of the litter for more than eight (8) weeks. Any puppy from the litter shall be permanently transferred out of the City limits of the City of Glenwood, Iowa within eight weeks of its birth.
- 3. The City of Glenwood is authorized to immediately impound any pit bull found in the City limits of the City of Glenwood for which the foregoing requirements have not been strictly complied with by the owner, and, upon such impoundment, shall be able to dispose of the pit bull in accord with Section 55.04 or Section 55.16 of the Glenwood City Code of Ordinances.

(Ord. $791 - Oct. \theta 7 Supp.$)

New 450 6/1/1/16/4-1/16 7/4

8. "Wood float finish" means a sidewalk finish that is made by smoothing the surface of the sidewalk with a wooden trowel.

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of all abutting property owners to remove snow, ice and accumulations from sidewalks after a weather event. For all commercial properties, the property owners shall remove the snow, ice and accumulations from the sidewalks within twenty-four (24) hours of a weather event. For all other properties, the abutting property owner shall remove snow, ice and accumulations from sidewalks within forty-eight (48) hours of a weather event. Notwithstanding anything to the contrary in the following sections, if the property owner does not remove the snow, ice or accumulation within the specified time frame, the City may do so and assess the costs against the property owner for collection in the same manner as real estate taxes. The cost assessed shall be calculated at \$2.00 a linear foot for each foot of the sidewalk in which the snow, ice, or accumulations have been removed by the City, with such costs not to exceed \$150.00 per sidewalk. There shall also be assessed to the property owner an administrative fee of \$30.00. (Ord. 860 - Apr. 14 Supp.)

(Code of Iowa, Sec. 364.12[2b & e])

136.04 RESPONSIBILITY FOR MAINTENANCE. It is the responsibility of the abutting property owners to maintain in a safe, hazard-free condition and to the requirements of the City any sidewalk outside the lot and property lines and inside the curb lines or traveled portion of the public street.

(Code of Iowa, Sec. 364.12 [2c])

(Ord. 832 - Oct. 10 Supp.)

136.05 CITY MAY ORDER REPAIRS. If the abutting property owner does not maintain sidewalks as required, the Council may serve notice on such owner, by certified mail, requiring the owner to repair, replace or reconstruct sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

136.06 SIDEWALK CONSTRUCTION ORDERED. The Council may order the construction of permanent sidewalks upon any street or court in the City and may specially assess the cost of such improvement to abutting property owners in accordance with the provisions of Chapter 384 of the Code of Iowa.

(Code of Iowa, Sec. 384.38)

136.07 PERMIT REQUIRED. No person shall remove, reconstruct or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction or installation will comply with all ordinances and requirements of the City for such work. The requirements of the City may include, but are not necessarily limited to, such matters as design appearance of the sidewalk, the colors of the sidewalk, the concrete or other materials utilized in the reconstruction or installation of the sidewalk, the dimensions and thickness of the sidewalk and the location of the sidewalk.

(Ord. 832 - Oct. 10 Supp.)

136.08 SIDEWALK STANDARDS. Sidewalks repaired, replaced or constructed under the provisions of this chapter shall be of the following construction and meet the following standards:

- 1. Cement. Portland cement shall be the only cement used in the construction and repair of sidewalks.
- 2. Construction. Sidewalks shall be of one-course construction.
- 3. Sidewalk Base. Concrete may be placed directly on compact and well-drained soil. Where soil is not well drained, a three (3) inch subbase of compact, clean, coarse gravel, sand, or cinders shall be laid. The adequacy of the soil drainage is to be determined by the City.
- 4. Sidewalk Bed. The sidewalk bed shall be so graded that the constructed sidewalk will be at established grade.
- 5. Length, Width and Depth. Length, width and depth requirements are as follows:
 - A. Residential sidewalks shall be at least four (4) feet wide and four (4) inches thick, and each section shall be no more than four (4) feet in length.
 - B. Business District sidewalks shall extend from the property line to the curb. Each section shall be four (4) inches thick and no more than six (6) feet in length.
 - C. Driveway areas shall be not less than six (6) inches in thickness.
- 6. Location. Residential sidewalks shall be located with the inner edge (edge nearest the abutting private property) on the property line, unless the Council establishes a different distance due to special circumstances.

- 7. Grade. Curb tops shall be on level with the centerline of the street which shall be the established grade.
- 8. Elevations. The street edge of a sidewalk shall be at an elevation even with the curb at the curb or not less than one-half (½) inch above the curb for each foot between the curb and the sidewalk.
- 9. Slope. All sidewalks shall slope one-quarter (1/4) inch per foot toward the curb.
- 10. Finish. All sidewalks shall be finished with a "broom" or "wood float" finish.
- 11. Curb Ramps and Sloped Areas for Persons with Disabilities. If a street, road, or highway is newly built or reconstructed, a curb ramp or sloped area shall be constructed or installed at each intersection of the street, road, or highway with a sidewalk or path. If a sidewalk or path is newly built or reconstructed, a curb ramp or sloped area shall be constructed or installed at each intersection of the sidewalk or path with a street, highway, or road. Curb ramps and sloped areas that are required pursuant to this subsection shall be constructed or installed in compliance with applicable Federal requirements adopted in accordance with the Federal Americans with Disabilities Act, including (but not limited to) the guidelines issued by the Federal Architectural and Transportation Barriers Compliance Board. (Ord. 836 Oct. 10 Supp.)

(Code of Iowa, Sec. 216C,9)

of any kind is deposited on any street, avenue, highway, passageway or alley when sidewalk improvements are being made or when any sidewalk is in a dangerous condition, it shall be the duty of all persons having an interest therein, either as the contractor or the owner, agent, or lessee of the property in front of or along which such material may be deposited, or such dangerous condition exists, to put in conspicuous places at each end of such sidewalk and at each end of any pile of material deposited in the street, a sufficient number of approved warning lights or flares, and to keep them lighted during the entire night and to erect sufficient barricades both at night and in the daytime to secure the same. The party or parties using the street for any of the purposes specified in this chapter shall be liable for all injuries or damage to persons or property arising from any wrongful act or negligence of the party or parties, or their agents or employees or for any misuse of the privileges conferred by this chapter or of any failure to comply with provisions hereof.

136.10 FAILURE TO REPAIR OR BARRICADE. It is the duty of the owner of the property abutting the sidewalk, or the owner's contractor or agent,

to notify the City immediately in the event of failure or inability to make necessary sidewalk improvements or to install or erect necessary barricades as required by this chapter.

- 136.11 INTERFERENCE WITH SIDEWALK IMPROVEMENTS. No person shall knowingly or willfully drive any vehicle upon any portion of any sidewalk or approach thereto while in the process of being improved or upon any portion of any completed sidewalk or approach thereto, or shall remove or destroy any part or all of any sidewalk or approach thereto, or shall remove, destroy, mar or deface any sidewalk at any time or destroy, mar, remove or deface any notice provided by this chapter.
- 136.12 AWNINGS. It is unlawful for a person to erect or maintain any awning over any sidewalk unless all parts of the awning are elevated at least eight (8) feet above the surface of the sidewalk and the roof or covering is made of duck, canvas or other suitable material supported by iron frames or brackets securely fastened to the building, without any posts or other device that will obstruct the sidewalk or hinder or interfere with the free passage of pedestrians.
- 136.13 ENCROACHING STEPS. It is unlawful for a person to erect or maintain any stairs or steps to any building upon any part of any sidewalk without permission by resolution of the Council.

136.14 OPENINGS AND ENCLOSURES. It is unlawful for a person to:

- 1. Stairs and Railings. Construct or build a stairway or passageway to any cellar or basement by occupying any part of the sidewalk, or to enclose any portion of a sidewalk with a railing without permission by resolution of the Council.
- 2. Openings. Keep open any cellar door, grating or cover to any vault on any sidewalk except while in actual use with adequate guards to protect the public.
- 3. Protect Openings. Neglect to properly protect or barricade all openings on or within six (6) feet of any sidewalk.
- 136.15 FIRES OR FUELS ON SIDEWALKS. It is unlawful for a person to make a fire of any kind on any sidewalk or to place or allow any fuel to remain upon any sidewalk.
- 136.16 DEFACING. It is unlawful for a person to scatter or place any paste, paint or writing on any sidewalk.

(Code of Iowa, Sec. 716.1)

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136.17 DEBRIS ON SIDEWALKS. It is unlawful for a person to throw or deposit on any sidewalk any glass, nails, glass bottle, tacks, wire, cans, trash, garbage, rubbish, litter, offal, or any other debris, or any substance likely to injure any person, animal or vehicle.

(Code of Iowa, Sec. 364.12 [2])

136.18 MERCHANDISE DISPLAY. It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes.

136.19 SALES STANDS. It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council.



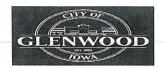
Change Order No. 1

Owner:	CITY OF GLENWOOD, IOWA	Owner's Project No.:	n/a
Engineer:	EAGLE ENGINEERING GROUP	Engineer's Project No.:	23-33
Contractor:	KERNS EXCAVATING	Contractor's Project No.:	n/a
Project:	FAIRVIEW DRIVE CREEK STABILI	ZATION	
Contract Name:	FAIRVIEW DRIVE CREEK STABILI	ZATION	
Date Issued:		ective Date of Change order:	June 25, 2024
Description: Adjust	s modified as follows upon execution o quantities per as-built conditions [List documents supporting change]	tthis Change Order:	
	iment No. 1 To Change Order No. 1		
		Change in C	ontract Times either a specifiec date or a
	Change in Contract Price		r of days]
Original Contrac	t Price:	Original Contract Times:	
		Substantial Completion:	May 1, 2024
\$	\$183,088.80	Ready for Final Payment:	May 15, 2024
Increase (Decrea Orders No to I	ase) from previously approved Change	Increase (Decrease) from previo to No :	usly approved Change Orders No
Orders 110 10 1	NO	Substantial Completion:	0
\$	\$0.00	Ready for Final Payment:	0
Contract Price p	rior to this Change Order:	Contract Times prior to this Char	nge Order:
	,	Substantial Completion:	May 1, 2024
\$	\$183,088.80	Ready for Final Payment:	May 15, 2024
Increase (Decre	ase) of this Change Order:	Increase (Decrease) this Change	
\$	(\$7,583.80)	Substantial Completion: Ready for Final Payment:	50 46
	ncorporating this Change Order:	Contract Times with all approved	
Contract Fice (morporating this change order.	Substantial Completion:	June 20, 2024
\$	\$175,505.00	Ready for Final Payment:	June 30, 2024
Recojn	imended by Engineer (if required)	Accepted By 0	Contractor
By: Jas	ul Immore	3v: Kenneth A. Kern	2
Title: Jaco	b F Zimmerer, PE Tit	le: Vice President	
Date: 6/	21/24 Da	te: 6-21-2024	
Author	rized by Owner	Approved by Funding A	gency (if applicable)
Ву:	E	Зу:	NA
Title: Ange	ela Winquist, Mayor Tit	le:	
Deter	De	ha.	

Contractor's Application for Payment			
Owner: City of Glenwood, Iowa	Owner's Proje	ect No.:	1
Engineer: EAGLE ENGINEERING GROUP	Engineer's Pro	ject No.:	23-33
Contractor: Kerns Excavating	Contractor's F	Project No.:	1
Project: Fairview Creek Creek Stabilization			
Contract: Fairview Creek Creek Stabilization			
Application No.: 4 (Final) Applic	ation Date:		
Application Period: From 5/21/2024	to 6/2	0/2024	
Original Contract Price		\$	183,088.80
2. Net change by Change Orders		\$	(7,583.80)
3. Current Contract Price (Line 1 + Line 2)		\$	175,505.00
4. Total Work completed and materials store	d to date		<u> </u>
(Sum of Column G Lump Sum Total and Co	lumn J Unit Price Tota	\$	175,505.00
5. Retainage		**	
a. <u>0%</u> X \$ 175,505.00 Work	Completed	\$	-
b. 5% X \$ - Store	d Materials	\$	•
c. Total Retainage (Line 5.a + Line 5.b)		\$	-
6. Amount eligible to date (Line 4 - Line 5.c)		\$ \$ \$	175,505.00
7. Less previous payments (Line 6 from prior	application)	\$	166,729.75
8. Amount due this application		\$	8,775.25
9. Balance to finish, including retainage (Line	3 - Line 4)	\$	-
applied on account to discharge Contractor's legitimate of by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporate Application for Payment, will pass to Owner at time of particular encumbrances (except such as are covered by a bond according liens, security interest, or encumbrances); and (3) All the Work covered by this Application for Payment	ed in said Work, or other yment free and clear of eptable to Owner inden	wise listed in o all liens, securit nnifying Owner	r covered by this y interests, and against any such
Contractor: Kerns Excavating Signature: Kenneth A. Kerns			0.04.0004
		,	6-21-2024
Recommended by Engineer	Approved by Owr	ier	
By: (four /mma	Ву:		
Title: Jacob F. Zimmerer, PE	Title: Angela W	/inquist, Mayo	or
Date: 6/21/24	Date:		
Approved by Funding Agency	Date.		
By: NA	By: NA		
Title:	Title:		
Date:	Date:		

Owner: City of G	lenwood, Iowa		Ow	ner's Project No.	:	1
Engineer: EAGLE	ENGINEERING	GROUP	- Eng	ineer's Project N	o.;	23-33
Contractor: Kerns Exc	cavating		Con	tractor's Project	No.:	1
Project: Fairview	Creek Creek Stab	ilization	-		_	
Contract: Fairview	Creek Creek Stabi	ilization				
Application No.:	3	Applicat	ion Date:	6/20/2024		
Application Period:	From 5/	21/2024	to	6/20/2024		
1. Original Cont	ract Price				\$	183,088.80
·-	y Change Orders				\$	(7,583,80)
3. Current Conti	act Price (Line 1 +	Line 2)			\$	175,505.00
4. Total Work co	ompleted and mat	terials stored t	o date			
(Sum of Colur	nn G Lump Sum T	otal and Colun	nn J Unit	Price Total)	\$	175,505.00
5. Retainage						, , , , , , , , , , , , , , , , , , , ,
a. <u>5%</u>		5.00 Work Co	mpleted		\$	8,775.25
b. <u>5%</u>	X \$	- Stored N	/laterials		\$	-
c. Total Ret	ainage (Line 5.a +	· Line 5.b)			\$	8,775.25
6. Amount eligik	ole to date (Line 4	~ Line 5.c)			\$	166,729.75
Less previous	payments (Line 6	from prior app	plication)		\$	120,080.95
8. Amount due f	this application				\$	46,648.80
	· ·				<u> </u>	10,010100
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Admin Assistant <info@cityofglenwood.org>



Fwd: Glenwood Council Meeting

Jessica Alley <jessica.alley@cityofglenwood.org>
To: Admin Assistant <info@cityofglenwood.org>

Mon, Jun 24, 2024 at 7:46 AM

Good morning! Can you print this email out and put with the Green Leaf info that I have in that green folder with agenda stuff? They are just explaining their business since they will not be attending, thanks!



Jessica Alley City Clerk

City of Glenwood

Pop. 5,136
P: 712.527.4717
jessica.alley@cityofglenwood.org
cityofglenwood.org

----- Forwarded message -----

From: mohammed mirib <mmirib@gmail.com>

Date: Sat, Jun 22, 2024 at 8:14 AM Subject: Re: Glenwood Council Meeting

To: Jessica Alley <jessica.alley@cityofglenwood.org>

Good morning Jessica,

My Business is a retail shop. We sell premium cigars, cigarettes chew tobacco roll your own cigarettes .vape product and tobacco accessories. we sell only 21 years and older And no one allowed to enter enter The establishment unless if you are 21 years older.

We've been in business over 20 years.

Please, if you have any concern or any questions, let me know. Thank you so much.

On Fri, Jun 21, 2024 at 12:27 PM Jessica Alley <jessica.alley@cityofglenwood.org> wrote:

Hello!

This is Jessica at Glenwood City Hall. This is just a reminder that I have you on for the 6.25.2024 Council meeting to request a tobacco licence. If you can attend it will be at 5 N Vine in Glenwood at 7:00. If you cannot attend, please email me back with just general information on what your plans are for the business so Council can have an idea, thank you!

RESOLUTION 3678

RESOLUTION SETTING SALARIES AND/OR BENEFITS FOR NON-UNION EMPLOYEES OF THE CITY OF GLENWOOD, IOWA, FOR THE PERMANENT FULL-TIME EMPLOYEES, PERMANENT PART-TIME EMPLOYEES, AND SEASONAL PART-TIME EMPLOYEES EFFECTIVE WITH THE PAYROLL OF JULY 1, 2024

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA: SECTION I: The following persons & positions named below shall be paid the salaries or wages indicated. The City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions from the amounts set out below, on every other Thursday of the year and Fridays following the 27 day pay period for full-time firefighters and make contributions to Ipers and Social Security, or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council.

Seasonal Part-Time		
Position	Name	Hourly Wage
Park/Rec	Meggison, Douglas	\$15.00/hr
Park/Rec	Tadin II, John	\$14.00/hr
Park/Rec	Wear, Connor	\$14.00/hr
Street Crew	Clark, Jerad	\$14.00/hr
	Permanent Part-Time	
Amphitheater Manager	Mitts, Jeff	\$9,500/year
Library Assistant	Taylor, Nicholas	\$12.75/hr
Library Assistant	Jamie Poole	\$12.75/hr
Library Assistant	Tyler Kliegl	\$12.75/hr
Cemetery	Douglass, Charles	\$15.00/hr
Cemetery	Magnuson, William	\$15.00/hr
Firefighter/Paramedic	Hutchinson, Casey	\$17.00/hr
Firefighter/Paramedic	Solt, Sarah	\$16.72/hr
Firefighter/Paramedic	Jakob Needham	\$15.00/hr
	Permanent Full-Time	
City Administrator	Farnan, Amber	\$76,358.00
Police Chief	Johansen, Eric	\$88,825.00

Public Works Director	Clark, James	\$80,987.50
Fire Chief	Gray, Matthew	\$72,925.00
Library Director	Painter, Tara	\$54,000.00
Cemetery Sexton	Collins, Michael	\$31.66/hr
Park Superintendent	Mattox, Ronald	\$29.00/hr
City Clerk	Alley, Jessica	\$25.00/hr
Administrative Assistant	Dannielle Arnold	\$20.50/hr
Police Captain	Worcester, Kirk	\$39.69/hr
Police Secretary	Frieze, Renate	\$27.69/hr
Police Secretary	Frieze, Renate - Cleaning Stipend	\$25.00 per check
Street Crew Supervisor	Webel, James	\$29.79/hr
Firefighter/Paramedic	Brown, Michael	\$17.77/hr
Firefighter/Paramedic	Cave, Jordon	\$18.00/hr
Firefighter/Paramedic	Carson, Chase	\$18.00/hr
Firefighter/EMT	Mowery, Kayleigh	\$17.00/hr
Firefighter/EMT	Ling, Aaron	\$17.00/hr
Firefighter/EMT	Weilage, Jacob	\$17.00/hr
Adult Services Librarian	Butler, John	\$17.00/hr
Youth Services Librarian	Richardson, Samantha	\$17.00/hr
Genealogy/Cataloging	Waymire, Jeremy	\$16.90/hr
Administrative Assistant	Garner, Valerie	\$15.50/hr
Park Assistant	Tadin, Devin	\$20.38/hr

DULY PASSED AND APPROVED THIS 25th Day of June, 2024.

	Angela Winquist, Mayor	
Attest:		
City Clerk		

RESOLUTION 3679

RESOLUTION SETTING SALARIES AND/OR BENEFITS FOR UNION ELIGIBLE EMPLOYEES OF THE CITY OF GLENWOOD, IOWA, FOR THE PERMANENT FULL-TIME EMPLOYEES EFFECTIVE WITH THE PAYROLL OF JULY 1, 2024

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

SECTION I: The following persons & positions named below shall be paid the salaries or wages indicated. The City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions from the amounts set out below, on every other Thursday of the year and make contributions to Ipers and Social Security, or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council.

Permanent Full Time Union Employees

Position	Name	Hourly Rate
Police Sergeant	Westerhold, Blake	\$33.34/hr
Police Sergeant	Power, Jacob	\$33.34/hr
Police Officer IV	Rix, Richard	\$32.09/hr
Police Officer III	Kammerer, Daniel	\$30.22/hr
Police Officer III	Willadsen, Dillon	\$30.22/hr
Police Officer II	Chase, Zachary	\$28.35/hr
Police Officer I	Zarate, Omar	\$25.58/hr
Police Officer I	Zak IV, John	\$25.58/hr
Street Crewman III	Porter, Timothy	\$26.94/hr
Street Crewman III	Nuckolls, Justin	\$26.94/hr
Street Crewman II	Hansen, Brent	\$24.26/hr

DULY PASSED AND APPROVED THIS 25th DAY OF JUNE, 2024.

	Angela Winquist, Mayor	<u></u>
Attest:		
C' CL 1		
City Clerk		

THIS AGREEMENT is entered into by and Between the City of Glenwood, Iowa (hereinafter "City" and Glenwood Community School District (GCSD) (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, Iowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates a recreational soccer league and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City's Lil Rams Field and Cross-Country Course, Club shall pay the City the sum of \$0.00 registered player for the season. Said sum is due and payable at the start of each season. Club contact information name: Jeff Bissen Phone: email: bissenj@glenwoodschools.org.
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the cross-country course. The club will coordinate the time being used with Park Superintendent. Marking of the Lil Rams Field for marching band practice.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. Fertilizing of the fields and application of all chemicals. The GCSD will provide a schedule to Park Superintendent in order to schedule mowing, chemical and fertilizer application times.

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide the City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.

7.	The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or
	fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this
	Agreement shall be mutually agreed upon in writing.

Dated this of, 20	24.
CITY OF GLENWOOD, IOWA	GLENWOOD COMMUNITY SCHOOLS
Angie Winquist, Mayor	For the Glenwood Community School District
	Ву:
	Printed Name

Glenwood Facility Use Agreement Revised June 2024

THIS AGREEMENT is entered into by and Between the City of Glenwood, Iowa (hereinafter "City" and Glenwood YMCA youth Baseball and Softball Club (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, Iowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates recreational youth baseball and softball leagues and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City recreational fields, Club shall pay the City the sum of \$7.50 per registered player for the season. Said sum is due and payable at the start of each season. Club contact information is name: Alexis Unger Phone: 712-527-4352 Email: aunger@metroymca.org.
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the fields. The club will coordinate the time being used with Park Superintendent.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. Fertilizing of the fields and application of all chemicals. The club will provide a schedule to Park Superintendent in order to schedule mowing, chemical and fertilizer application times

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide the City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.
- 7. The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this Agreement shall be mutually agreed upon in writing.

Dated this of, 2024.	
CITY OF GLENWOOD, IOWA	GLENWOOD YMCA Youth Baseball & Softball Club
Angela Winquist, Mayor	For the Glenwood YMCA Youth Baseball & Softball Club
	Ву:
	-1.

THIS AGREEMENT is entered into by and Between the City of Glenwood, Iowa (hereinafter "City" and Glenwood YMCA Youth Soccer and Football (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, Iowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates recreational soccer and football leagues and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City recreational fields, Club shall pay the City the sum of \$7.50 per registered player for the season. Said sum is due and payable at the start of each season. Club contact information Alexis Unger Phone email aunger@metroymca.org.
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the fields. The club will coordinate the time being used with Park Superintendent.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. Fertilizing of the fields and application of all chemicals. The club will provide a schedule to Park Superintendent in order to schedule mowing, chemical and fertilizer application times.

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.
- 7. The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this Agreement shall be mutually agreed upon in writing.

Dated this of, 2024.	
CITY OF GLENWOOD, IOWA	YMCA Youth Soccer & Football
Angela Winquist, Mayor	For YMCA Youth Soccer & Football By:
	Printed Name

Glenwood Facility Use Agreement Revised June 2024

THIS AGREEMENT is entered into by and Between the City of Glenwood, lowa (hereinafter "City" and Glenwood Coed Softball League (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, lowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates a recreational coed softball league and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City recreational fields, Club shall pay the City the sum of \$300 for the season. Said sum is due and payable at the start of each season. Club contact information is Elizabeth Boston Phone:
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the fields. The club will coordinate the time being used with Park Superintendent.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. Fertilizing of the fields and application of all chemicals. The club will provide a schedule to Park Superintendent in order to schedule mowing, chemical and fertilizer application times.

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide The City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.
- 7. The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this Agreement shall be mutually agreed upon in writing.

Dated this of, 2024.	
CITY OF GLENWOOD, IOWA	GLENWOOD Coed Softball League
Angela Winquist, Mayor	For the Glenwood Coed Softball League
	Ву:
	Printed Name

THIS AGREEMENT is entered into by and Between the City of Glenwood, lowa (hereinafter "City" and Glenwood Lil Rams Football Club (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, lowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates a recreational football league and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

1.	Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season	
2.	\$7.50 per registered player for the season. Said sum	ity recreational fields, Club shall pay the City the sum of s due and payable at the start of each season. Club email: austin.arnold@brevant.com.
3.	In further consideration of the access and use of the following maintenance to the specific Recreational fie	City recreational fields, Club shall be responsible for the lds utilized by the Club as follows:
	Marking of the fields. The club will coordinate the ti	me being used with Park Superintendent.
4.	The City shall be specifically responsible for the maint follows:	enance of the Recreational fields utilized by Club, as
	Mowing the fields. Fertilizing of the fields and applic Park Superintendent in order to schedule mowing, or	ation of all chemicals. The club will provide a schedule to hemical and fertilizer application times.
5.	The Club shall not assign its rights and obligations und prior written consent of the City.	fer this Agreement to any other party or entity without the
6.	The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide the City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of t City's recreational fields.	
7.	The parties understand, acknowledge, and agree that fashion is a landlord-tenant relationship deemed to e Agreement shall be mutually agreed upon in writing.	this Agreement is a use agreement and in no manner or xist between the parties. Any modifications to this
	Dated this of, 2024.	
	CITY OF GLENWOOD, IOWA	GLENWOOD Lil Rams Football Club
	Angela Winquist, Mayor	For the Glenwood Lil Rams Football Club

Ву:

Printed Name

THIS AGREEMENT is entered into by and Between the City of Glenwood, Iowa (hereinafter "City" and Glenwood Soccer Club (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, lowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates a recreational soccer league and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City recreational fields, Club shall pay the City the sum of \$7.50 per registered player for the season. Said sum is due and payable at the start of each season. Club contact information is Name: Megan Major or Aaron McGoldrick Phone: mpenner822@gmail.com or themcgoldricks06@gmail.com
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the fields. The club will coordinate the time being used with Park Superintendent. Fertilizing of the fields and application of all chemicals. The club will provide a copy of the invoice to include the chemical names and date of application to the Park Superintendent.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. The club will provide a schedule to Park Superintendent in order to schedule mowing.

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide The City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.
- 7. The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this Agreement shall be mutually agreed upon in writing.

Dated this of, 2024	
CITY OF GLENWOOD, IOWA	GLENWOOD SOCCER CLUB
Angela Winquist, Mayor	For the Glenwood Soccer Club
	Ву:
	Printed Name

THIS AGREEMENT is entered into by and Between the City of Glenwood, Iowa (hereinafter "City" and Glenwood Youth Baseball and Softball Club - Rec League, Traveling League (hereinafter "Club").

WHEREAS the City owns recreational fields and buildings located within the corporate limits of The City of Glenwood, lowa including, but not limited to, soccer fields, baseball fields, softball fields, football fields, pickleball courts, tennis courts and volleyball court; and areas surrounding.

WHEREAS, Club has organized and now operates a recreational Youth Baseball/ Youth Softball league and is desirous to utilize the City's recreational fields/courts under the terms and conditions set herein, and the City is desirous to allow Club to utilize the City's recreational fields under the terms and conditions set forth herein.

IT IS THEREFORE AGREED, WARRANTED, AND PROMISED BETWEEN THE PARTIES AS FOLLOWS:

- 1. Club shall be able to utilize the designated City recreational fields at times and dates mutually agreeable to the parties. Club will provide the City a schedule of games for the seasons two weeks prior to the start of the season.
- 2. In partial consideration of the use and access of the City recreational fields, Club shall pay the City the sum of \$ 7.50 Per Registered Player for the season. Said sum is due and payable at the start of each season. Club contact information is Name: Shawn Koehler Phone: email shawn.koehler@bayer.com
- 3. In further consideration of the access and use of the City recreational fields, Club shall be responsible for the following maintenance to the specific Recreational fields utilized by the Club as follows:

Marking of the fields. The club will coordinate the time being used with Park Superintendent.

4. The City shall be specifically responsible for the maintenance of the Recreational fields utilized by Club, as follows:

Mowing the fields. Fertilizing of the fields and application of all chemicals. The club will provide schedule to Park Superintendent in order to schedule mowing, chemical and fertilizer application times

- 5. The Club shall not assign its rights and obligations under this Agreement to any other party or entity without the prior written consent of the City.
- 6. The City makes no warranties, representations, or promises as concerns the fitness of any of the recreational fields for the purpose and use of the Club. The Club uses the recreational field in its "as is" condition. The Club shall provide The City with their current club insurance policy. The Club agrees to defend, indemnify and hold harmless the City and all claims, demands, or causes of action which may occur as a result of the Clubs use of the City's recreational fields.
- 7. The parties understand, acknowledge, and agree that this Agreement is a use agreement and in no manner or fashion is a landlord-tenant relationship deemed to exist between the parties. Any modifications to this Agreement shall be mutually agreed upon in writing.

Dated this of, 2024.	
CITY OF GLENWOOD, IOWA	GLENWOOD Youth Baseball & Softball Club
Angela Winquist, Mayor	For the Glenwood Youth Baseball & Softball Club
	Ву:
	Printed Name
Glenwood Facility	y Use Agreement Revised June 2024



Build A Better Ice Business

The Industry's Most Efficient Ice & Water Vending Machine

Everest VX

Ice and Water Vending Machine

Everest is committed to providing consumers the purest ice and water made available by our eco-friendly innovative vending system. The Everest VX is the only ice vending machine that does not require complex mechanical agitators, chain drives, cogs or augers to dispense ice, which makes our machine the most reliable in the industry. Ice jams are impossible with our VersaVend, an internationally patented rotating drum technology. Our machines spend their time making you money rather than waiting for a service technician.

Features

Our VersaVend rotating drum mechanism eliminates many moving parts seen in other ice vending machines, producing over 2 million vends to date without a jam.

Heavy-duty, powder-coated, steel construction and dual locking mechanisms with no external hinges makes the Everest VX4 the most secure vending machine on the market.

Five State Ultra Filtration System using EverPure commercial filters and ultraviolet treatment ensures the purest water and freshest ice possible.

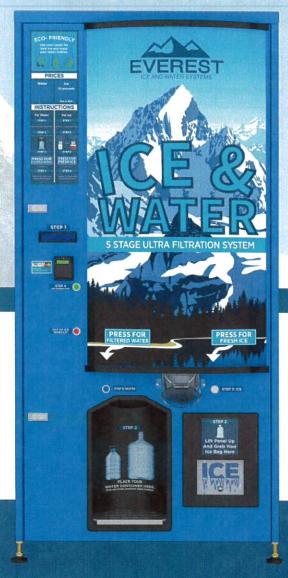
Best in class ice capacity and production in the smallest footprint. Multiple cube makers available to meet your specific volume demands.

Bulk dispensing encourages customers to conveniently use their coolers. This saves plastic and the environment.

Proprietary remote managment system gives the operator complete control over all vending operations, pricing, sales tracking and more. This makes managing 1 to 1000 machines a breeze.

The Everest VX is the only machine in its class with water vending as a standard feature.

Everest's Cold Fusion energy recovery technology reduces electrical consumption by up to 30% while producing 30% more ice.



THE PRODUCT

- •5 YEAR ICE CUBER WARRANTY!
- Provide superior, fresh, quality ice on demand
- Customer can choose between bulk AND bagged ice
- Uniform shaped, 7/8 inch cubed ice
- •5 Stage ULTRA water filtration by Everpure
- Quick and convenient, no attendant necessary

THE MECHANICS

- Simple utility hookups, single phase electric
- Low utilities, low maintenance
- •No refrigeration required
- Industrial strength, corrosion free, powder coated steel frame
- Stoutly built with top-shelf & industrical grade components
- Easily portable with forklift and truck









☑ info@everesticeandwater.com



Everest VX

Standard Features

(Not Options Like Other Manufacturers)

- Water Vending Standard
- Top Of The Line Scotsman Prodigy Ice Maker Standard
- 5 Stage Ultra Water Filtration By Everpure™ Standard
- Secure Dual Locking Entry Mechanism With No Visible Hinges - Standard
- Credit Card Reader Standard
- Bulk Or Bagged Ice Standard
- Backlit Graphics Panel Standard

Optional Features

- Cold Fusion Supercharge your Ice Maker. More Ice with less electricity used.
- Ice Shield Disinfect the entire ice path killing viruses, mold, mildew, and biofilm
- All-Weather Package Thick industrial grade foam and internal 220V outlet for a heater allows machines to operate in lower temperatures.

VX Models

- VX1 Model Produces up to 640 lbs of ice in a 24 hour span
- VX2 Model Produces up to 1,077 lbs of ice in a 24 hour span
- VX3 Model Produces up to 1,553 lbs of ice in a 24 hour span
- VX4 Model Produces up to 1,909 lbs of ice in a 24 hour span

Dimensions

Width	 1	**	4	e .		45 in
Depth	74					55 in
Height	 		 		Ç	93.5 in
Welght					1,60)0 lbs.
171-			 			2,

Ice Vend Time

10 lbs.	.6 Seconds
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Utility Service Requirements

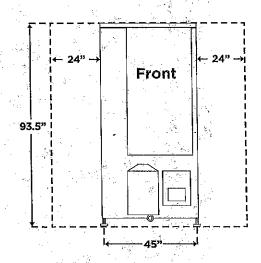
Electric Service	Single Phase / 220 \	/olt / 30 Amp
Water Line Size		1/2 ln
Water Pressure Maximum		65 Psi
Water Pressure Minimum		40 Psi
Water Temperature Maximum		95°f
Water Temperature Minimum		40°f
Drain Line Size		3/4 in
Required Drain Capacity		5 Gallon/hr

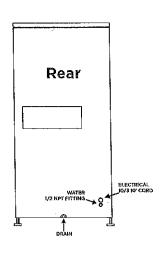
5 Stage Ultra Filtration System

Featuring Everpure™ Filters		eter
One (1) Everpure™ 10 Micron Sed	liment Filter	
Two (2) Everpure™ .5 Micron Car	bon Taste And Odor Filters	
One (1) Scale Inhibitor Filter	-	•
Ultraviolet Purification And Steril	ization	

Water Dispensing - Standard

Maximum Flow Rate	3.34 Gpm
Maximum Flow Rate Between Filter Changes	12,000 Gal
Pressure Tranducer Accuracy	+/- 0.5 Psi
Flow Meter Accuracy	+/- 4 Oz Per Gal
Water Volume Per Vend (Min. Setting)	0,025 Gal
Water Volume Per Vend (Max. Setting)	5.0 Gal





Questions? Contact us by phone or email.

We're happy to help!

- 407.930.4437
- ☑ info@everesticeandwater.com
- www.everesticeandwater.com

MADE IN THE USA

UPDATED: 11/2

GROUND/SPACE LEASE AGREEMENT

	ASE AGREEMENT IS made and etween City of Glenwood			·	, 20 <u>24,</u> (the Lessee).
by and bei	tween city of cishwood	(ше дезао.	r), and iwodern	100	(me Lessee).
	WI	TNESS	THAT:		
performed	Lessor, in consideration of the od, and subject to the terms and ostated, the land/space located at	conditions	set forth belov		
which sha all govern the 31stday	al Term. The initial term of this all begin on the 1st day of July nmental approvals required for to y of October , 2024, unless, or extended into a subsequent	the planned	, 20 <u>24</u> , condit d use of the Pr ted sooner acc	ioned upon the I emises, and shal	Lessee obtaining I continue until
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a)	Use and Operation. The Prem maintenance of retail, consum dispensing machinery, and for	ier operate	d, automated i		•
b)	Lessee's Covenant of Care. I with all federal, state, and local permit or allow the Premises to negligence of its employees, of a clean, neat, well maintained.	al laws gov to be dama customers,	verning the usaged or deprec or invitees. L	e thereof. Lesse iated in value by	e shall not any act of

- c) <u>Compliance with Laws.</u> Lessee shall procure, at its sole expense, any permits and licenses required for the conduct of the authorized use of the Premises and shall otherwise comply with all applicable laws, ordinances and governmental regulations.
- 6. <u>Lessee's Utilities.</u> Lessee shall pay promptly when due, and before vacating the Premises, all charges made by Lessee for gas, electricity, water, telephone, or any other utility used on or for serving the Premises for all periods in which the Lessee was using the Premises. Should the Lessee desire to make any changes or additions to existing utilities on or in the Premises which are lawfully required or reasonably necessary, Lessee shall pay for all charges assessed in connection with the changes or additions. Utilities for the Premises become Lessee's obligation as of the first day of the Lease term.
- 7. <u>Lessee's Fixtures.</u> Lessee may install on the Premises such trade fixtures and equipment as Lessee deems desirable and all of said items shall remain Lessee's property whether or not affixed to the Premises. Lessee may remove its trade fixtures and equipment from the Premises at any time, but shall repair at its own cost and expense, any damage caused by such removal. If Lessee fails to remove such trade fixtures, Lessor may deem the trade fixtures part of the Premises, or may remove and dispose of such fixtures at Lessee's expense.
- 8. <u>Lessee's Indemnification</u>. Lessee agrees to indemnify and hold Lessor harmless of and from all liability, damage, expense, causes of action, suits claims or judgements resulting from injury to person or property on the Premises that arise out of any intentional act, failure to act, recklessness or negligence of Lessee, Lessee's agents, employees or invitees, or guests.
- 9. <u>Termination</u>. At the end of the term of this Agreement, or upon its termination at any earlier date by mutual agreement, the Lessee shall surrender and deliver up possession of the Premises in good and usable condition, ordinary wear and tear and damage by fire and other casualty excepted.
- 10. <u>Holding Over</u>. In the event that the Lessee shall be permitted by Lessor to "Hold Over" after the expiration or termination of this Lease, said Holding Over shall be construed as tenancy from calendar month to calendar month at a monthly rental rate equal to the last monthly rent paid under this agreement. A month-to-month tenancy arising by Lessee's Holding Over may be terminated by written notice from either party to the other party with (30) days advance written notice.
- 11. <u>Default by Lessee</u>. The occurrence of any of the following shall be considered an event of Default by the Lessee:
 - a) Failure to pay rent as provided in this Agreement
 - b) Failure to perform any other covenant or agreement contained herein which, after delivery to the Lessee of written notice of said default, has not been cured or corrected by Lessee.

- 12. <u>Default by Lessor</u>. In the event of any default by Lessor of any covenant or agreement contained herein, the Lessee shall give written notice of the default and shall allow Lessor (30) days to cure or correct such default.
- 13. <u>Subordination and Estoppel</u>. The Lessee agrees that its rights under this Agreement are and shall always be subordinate to the lien of any mortgage or trust deed now, or hereafter placed from time to time, upon the Premises by Lessor, subject, however, to the lender's recognition of all the rights of the Lessee provided under the terms of this Agreement, and provided that the lender will execute and deliver to Lessee, a non-disturbance agreement reasonably satisfactory in form and substance to Lessee. The parties acknowledge and agree that the form of Lessor subordination instrument shall not modify or alter in any way the terms of this Agreement.
- 14. <u>Sale of Lessor's Property</u>. Sale of property shall not lead to any change in the status of the lease with Lessee, and new owner shall be subject to the existing lease. If sale of Lessor's property does require Lessee to vacate property, Lessor shall give Lessee at least sixty (60) days notice and Lessee shall have ample time to vacate property, but not less than 30 days. If Lessee is required to vacate property during the first year of this Lease under this Section, Lessor will reimburse Lessee Fifty percent (50%) of relocation expense not to exceed Fifteen Hundred Dollars (\$1,500.00).
- 15. <u>Sale of Lessee's Property</u>. If Lessee sells said machine during the term of this Lease, Lessor shall continue this Lease with new owner of said machine until lease term naturally expires. The new owner shall execute a new lease with the Lessor for the remaining Term of Lease and Lessor shall release Lessee from this Lease. All lease terms shall remain the same with new owner.
- 16. <u>Early Termination by Lessee</u>. Lessee may terminate this Lease Agreement prior to expiration for whatsoever reason by paying to Lessor an Early Termination Fee. The Early Termination Fee shall be one (1) months rent (\$ 250).
- 17. <u>Attorney's Fees</u>. If either party initiates litigation against the other relating to this Agreement, the prevailing party shall be entitled to recover from the other party, all court and litigation costs and expenses and reasonable attorney's fees incurred from the litigation.
- 18. <u>Remedies Cumulative</u>. No remedy herein conferred upon or reserved to Lessor or Lessee shall exclude any other remedy herein or provided by law, but each shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
- 19. <u>Severability</u>. If any provision herein should be held unenforceable or void, then such provision shall be deemed severed from the remaining provisions and shall in no way affect the validity of the remaining provisions of this Agreement.

- 20. <u>Governing Law</u>. This Agreement shall be governed by, construed and enforced in accordance with the laws of the state in which the Premises are situated.
- 21. <u>Rights of Successors</u>. All of the rights and obligations of the parties under this Agreement shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.
- 22. <u>Notice</u>. All notices, demands, requests or other communications required or permitted under this Agreement shall be in writing and, unless otherwise specified in a written notice by either party respectively, shall be sent to the parties at the following respective addresses:

f to Lessor:		
If to Lessee:	Modern Ice	
	56114 Glover Rd.	
	Glenwood, IA 51534	
		_

- 23. <u>Manner of Delivery</u>. Each such notice, demand, request or other communication shall be deemed to have been properly given for all purposes if:
 - i) Mailed by registered or certified mail of the United States Postal Service return receipt requested or postage prepaid, or
 - ii) Delivered to a nationally recognized overnight courier service for next business day deliver, addressed to its addressee at such party's address as set forth above.
- 24. <u>Receipt</u>. Each notice, demand or request shall be deemed to have been received by its addressee upon the earlier of:
 - i) The actual receipt or refusal date by the addressee, or
 - ii) Three (3) days after deposit at any main or branch United States Post Office if sent in accordance with clause (i) above, and one day after deposit thereof with the courier if sent pursuant to clause (ii) above.
- 25. <u>Document Execution</u>. This Agreement and all schedules and exhibits hereto contain the entire agreement between the parties concerning the matters set forth herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, commitments and understandings. In executing this Agreement, neither party has relied upon any statement, promise, or representation not herein expressed. This Agreement, once executed and delivered,

shall not be modified, changed or altered in any respect except by a writing executed and delivered in the same manner as required for this Agreement.

26. Representations by Lessee. Lessee warrants and represents that:

- i) Lessee is a limited liability company duly organized, validly existing and in good standing under the laws of the state of lowa and is qualified to do business therein,
- ii) Lessee has all requisite power and authority to execute, deliver and perform this agreement,
- iii) The execution, delivery and performance by Lessee of this Agreement has been duly authorized by all necessary corporate action, and does not contravene Lessee's operating agreement or cause Lessee to be in conflict with or in default or breach of any terms or agreements or other instruments of which it has knowledge, and
- iv) The Agreement constitutes the legal, valid and binding obligations of the Lessee enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, we have hereunto signed this lease effective the day and year first above written.

SIGNATURES FOLLOW ON THE IMMEDIATELY SUCCEEDING PAGES

The June 20, 2024 meeting of the Glenwood Park Board was called to order by Chairman Randy Romens.

Roll Call: Park Superintendent Ron Mattox, Randy Romens, Chelsey Mass, Vanessa Covington, Mayor Angie Winquist, Councilman Mike Lines.

Motion by Covington, 2nd by Mass to approve the agenda, claims, and minutes of the May 16, 2024 meeting. Ayes 3, Nays 0

A representative from Everest Ice and Water provided the board with information regarding their ice and water vending machine. They are looking for a public place to lease. It requires a water line and 220v hookup. She said the typical lease is \$100-\$200/month or a percentage of sales. The machine takes cash or card. Bottles are not provided, but bags for the ice are provided. Mattox stated that we have to shut water off at the park during the winter so it could not be used during those months. He did say that there is water and 220 at the old shop building. The vending machine could be put at the front of that building and be visible from the parking lot. Mass asked if a better location might be the city ball fields next to the recycling bin. Mattox said water and power would be an issue there. After some discussion, motion by Covington, 2nd by Mass to enter into a lease agreement of \$250/month beginning July 1 and going through October 31 with an optional for renewal after that. Ayes 3, Nays 0.

Tara Painter, Glenwood Public Library, joined the meeting. She requested permission to use the park on July 26 from 5:30-7:00 pm for a Foam Cannon party. As Mattox reminded the board, the park did this last year and provided us with the chemical information to assure that the foam was safe. Motion by Covington, 2nd by Mass to allow the Library to host the foam party at the park. Ayes 3, Nays 0.

Covington gave a brief update on Disc Golf. The course is installed except for the signs. American Disc Golf Design has been paid \$5000. The remaining \$5000 will come from the money we are receiving from the county after July 1. Nebraska Disc Golf Company has also been paid a portion of the basket cost with the rest due after July 1. Covington stated that she is working on bids for the signs. Those will be paid for through sponsorship, fundraising and possibly a grant from the Rotary Club. Covington also stated that we may need to put some mulch down in a few places on the course.

Covington asked about replacing the Nature Trails sign to have it match the disc golf signs. Mattox agreed that the sign needed updated. Covington will work on getting some information to make sure the trails and mileage are correct. We will also add a statement that no motorized vehicles or bicyles are allowed on the trails. Covington said that based on prices she has gotten for the disc golf signs, this sign would be less than \$1000. Mattox would like it to come out of this year's budget. Covington will work on

getting it ordered. Motion by Covington, 2nd by Mass to order a new Nature Trails sign with the cost not to exceed \$1000. Ayes 3, Nays 0.

Superintendent Report: Per last month's meeting, Mattox got a bid for installation of a new hot water heater at the campground. Stouder said it would cost \$3500 for the total project. Mattox then got some more information from the camp host and realized that it was possibly only one person who had complained about not enough hot water. At this time Mattox and the board agree that we will not replace the water heater at this time. Next, Mattox asked about a raise for Doug Meggison, a part time employee. Mattox thought that an agreement has

d already been made to increase his salary from \$13.75 to \$15/hr. He just found out that the increase did not happen when Meggison started this season. Motion by Covington, 2nd by Mass to increase Meggison's pay to \$15/hr and to have this be retroactive from this year's start date. Ayes 3, Nays 0.

Mattox said there has been some vandalism in the new restrooms at the ball fields. Shawn Koehler has sent out an email to the coaches and parents regarding this issue. Also, the pump is shut off for now because the lake level is good. The dock will hopefully be installed soon. The fountain is also on in the morning and evening. It does not run all day because it uses a lot of electricity. The waterlines are being installed at the pickle ball courts.

Covington asked if the city could put out a public announcement regarding hosting events at the park. We need to make sure events are approved by the park board, mainly so there are not conflicts and Mattox can have the park ready (extra trashcans, etc.). Covington also said we should include a reminder regarding how to reserve the park shelters. She will write something up and get it to Farnan.

Mayor Winquist said that Rob Sand, state auditor, would be holding an event at Hiley Park on July 10.

Mayor Winquist also said that the City Council has requested a list of things that ARPA funds might be used for. Mattox mentioned a skid steer. The board agrees that this is something the park really needs, but Winquist didn't think they would spend ARPA funds on that. She said it was more likely to be spent on long term, visible things. Other suggestions were a new fountain for the lake and more solar lights to finish off that lights around the lake. Mattox will get a "wish list" to the council.

The meeting was adjourned.

RESOLUTION 3676

RESOLUTION SETTING SALARIES AND/OR BENEFITS FOR CERTAIN EMPLOYEES OF THE CITY OF GLENWOOD, IOWA.

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

SECTION I: The following persons & positions named below shall be paid the salaries or wages indicated. The City Clerk is authorized to issue warrants/checks, less legally required or authorized deductions from the amounts set out below, on every other Thursday of the year and make contributions to Ipers and Social Security, or other purposes as required by law or authorization of the City Council, all subject to audit and review by the City Council.

Permanent Part-Time				
Position	Employee	Hourly Rate	Effective Date	
Library Assistant	Jamie Poole	\$12.75/hr	06/17/2024	
Library Assistant	Tyler Kliegl	\$12.75/hr	06/18/2024	
	Seasonal P	art-Time		
Park Assistant	Doug Meggison	\$15.00	4/1/2024	

DULY PASSED AND APPROVED THIS 25TH DAY OF JUNE, 2024.

	Angela Winquist, Mayor
Attest:	
Jessica Alley, City Clerk	

STATE OF IOWA

GAX

Request for Payment under 2019 CDBG-DR Contract Number: 19-DRH-018 Arbor Hills Report Number: 24 Contract Number: 24	ED .
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