# Tentative Agenda Glenwood City Council Meeting March 11, 2025 City Hall ~ 7:00 p.m.

#### Committee Meetings 6:00 - 7:00 pm

Admin Public Works

Finance

Parks & Rec

- FY 26 Budget Review

- Presentation by City Administrator

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

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

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

d. Rex Theater- Renewal Class C Retail Alcohol

b. Abstract of Claims #17

License (LC)

c. Minutes from <u>02.25.2025</u> & <u>02.27.2025</u>

#### 3. Allow visitors to address council

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

#### 4. Committee Reports

a. Finance

#### 5. Departmental Reports

- a. Painter Library
- b. Collins Cemetery
- c. Mattox Park
  - i. Baseball Field Fence Update
- d. Clark-Public Works
- e. Johansen Police Dept
  - i. Quotes for Sewer Repair
  - ii. Motion to Approve Sewer Repair
- f. Gray Fire & Rescue/ Code enforcement
  - i. Volunteer Fire Association Check Presentation
- g. Kolf Administration
  - i. Pool Update
  - ii. Motion to approve bid for Geotechnical bores at pool
  - iii. Trails Grant Update
  - iv. Bridge Update
  - v. February financial report
  - vi. 2019 GO Bond eligible expenditures
  - vii. Union Negotiation Update
- 6. Motion to Approve Nebraska Trailblazers Special Events Application for the Mills County Walk
- 7. Motion to Approve Aquatic Center 2025 Rates

#### 8. Community Development Block Grant-Disaster Recovery Projects

a. Motion to Approve the Following Pass Through CDBG Funds: Gax 55 Arbor Hills-19-DRH-018 in the amount of \$147,193.53

#### 9. Community Development Block Grant-Downtown Revitalization

a. Motion to Approve Payment of Southwest Iowa Planning Council Invoice Number 1455-18 in the Amount of \$375.00 and Invoice Number 1455-17 in the amount of \$635.00

#### 10. Mayor's Report

#### 11. Council Member Report

#### 12. 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

#### February 27th, 2025 Minutes

#### **City Council Special Session Minutes**

Glenwood City Council met for a Special Session on Thursday, 02.27.2025 at 6 pm in Council Chambers. Mayor Angela Winquist called the meeting to order with the following present Council Members: Mike Lines, Christina Duran, Natalie McEwen & Donnie Kates. Absent: Council Member Laurie Smithers. City employees: Mitch Kolf, Dannielle Arnold, Chief Eric Johansen, Guests: Attorney Matt Woods

Pledge of allegiance was recited.

Motion by McEwen to approve the Agenda. Seconded by Duran. Roll Call: Ayes-4 Nays-0 Motion Carried.

Motion by Lines at 6:02 pm to enter into Closed Session according to Iowa Code Chapter 20.17 (3): to Discuss Strategy to Upcoming Collective Bargaining Negotiations as Authorized by Section 20.17 (3) Code of Iowa and Exempt from Chapter 21 Requirements Seconded by McEwen. Ayes-4 Nays-0 Motion Carried.

Motion by Lines to return to Open Session at 7:35 pm. Seconded by McEwen. Ayes-4 Nays-0 Motion Carried.

No action taken following discussion in Closed Session.

Motion by McEwen to adjourn the meeting at 7:35 p.m. Seconded by Duran. Ayes-4 Nays-0 Meeting Adjourned.

	Angela Winquist, Mayor
itest:	

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

February 25, 2025

Glenwood City Council met for a committee meeting on Tues, 2.25.2025 at 6:00pm in Council Chambers prior to the City Council meeting. Mayor Angela Winquist called the meeting to order with the following Council Members present: Laurie Smithers, Natalie McEwen, Donnie Kates & Mike Lines. Absent Council Member Christina Duran. City employees present: Chief Eric Johansen, Chief Matt Gray, Jamey Clark, Mitch Kolf, Dannielle Arnold, Sergeant Power, Tara Painter. Guests: Jake Zimmerer & Joe Foreman.

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.

**Admin-Website-** Discussed City website being disorganized. Showed Civic Plus and MuniBit sites other cities used that were easy to navigate and customizable.

**Finance - Budget-** Administration and Rut will have part of their salaries taken out of the LOST fund. YMCA of Omaha has raised the minimum wage for lifeguards and the repair fund balance is increasing. Mitch Kolf will present the budget at the next committee meeting on 3.11.2025.

**Parks & Rec-Trail Grant Overview-**Reviewed Trail project possibilities along with prospective cost for each project. Will have a meeting with the school to review the Trails Project on Tuesday, March 11th, 2025.

#### **Glenwood City Council Minutes**

February 25, 2025

Glenwood City Council met in regular session on Tuesday, February 25th, 2025 at 7:00pm in Council Chambers. Mayor Winquist called the meeting to order and the Pledge of Allegiance was recited. The following Council Members present: Laurie Smithers, Natalie McEwen, Donnie Kates & Mike Lines. Absent Council Member: Christina Duran. City employees present: Chief Eric Johansen, Chief Matt Gray, Jamey Clark, Mitch Kolf, Dannielle Arnold, Tara Painter, Mike Collins Guests: Jake Zimmerer, Travis Wright, Tracy Bolte, and others

Motion Smithers/2nd Kates to approve the Consent Agenda as printed: Agenda, Abstract of Claims #16 and Minutes from February 11, 2025 and February 15th, 2025, Adrianos Brick Oven, Class C Retail Alcohol License and The Farmer's Daughters Flowers Special Class B Retail Native Wine License: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Kates/2nd McEwen for the Public Hearing for Chestnut Street Drainage Project was called to order at 7:01pm. Recognition of Publication Notice Hearing Published on 02/12/2025 in the Opinion Tribune. The City Clerk did not report any written statements or objections filed at City Hall. Mayor Winquist called for Objections, Statements, and/or Exhibits for Council Consideration. There were no objections. Motion Kates/2nd Lines to Adjourn Public Hearing at 7:02pm; Roll Call: Ayes-4 Nays-0 Motion Carried

Bid opening for Chestnut street Drainage Project proceeded as follows: Bluffs Paving & Utility \$195,848.96, Tab Const. \$155,505.00, McCarthy Trenching \$144,300.00, VRBA Const. \$125,632.50, Midwest Excavating \$115,680.50, Kerns \$111,444.00, Western Iowa Utilities \$102,005.75, Wright Sewer \$99,130.30, Armodus \$96,000.00, United Utilities & Exc. \$85,23.00.

Cemetery-Collins- Presented 2 Stump Grinder quotes, one from MechMaxx for 1799.00 and the other from Woodland Mills for 2199.00. Collins stated he has several stumps in the cemetery and if allowed to purchase a grinder rather than rent it will be more cost effective.

Motion Smither/2nd McEwen to approve purchase of MechMaxx stump grinder not to exceed \$2000.00: Roll Call: Ayes-4 Nays-0 Motion Carried

Public Works- Clark- Bridge inspection on Sharp Street will be Thursday February 27th, 2025 at 9am with 1 lane of traffic for the duration of the inspection. 2 employees went to a work zone safety training on 2/25/2025.

Police Department- Chief Johansen- Requested Permission to move forward with a Defensive Driving Program and Department Cadet Program. The Defensive Driving Program is separate from drivers education and targets young drivers. The Council requested Chief Johansen and Sergeant Power to come back with a price for the program and how much time the course would take. The Cadet program would not create OT and create good relationships with students. Chief Johansen would like to see it going by School year 2026.

Fire Department-Chief Gray-There were 63 calls for service. Grass fire season is picking up early. Chief Gray is working on getting an ice rescue equipment grant. The Report from the structural engineer on the Robinson building will be available on 2/28/2025. Tuck Pointing has begun on the side of the building per the recommendation of the engineer.

#### City Admin-Mitch Kolf

Motion Smithers/Kates to Approve updating the City website contract to Munibit in the amount of \$2,148.00

Motion McEwen/Lines to approve quote from S&W Fence approved by ICAP Insurance for the Baseball Field: Roll Call: Ayes-4 Nays-0 Motion Carried

#### Eagle Engineering-

Motion Smithers/2nd McEwen to Award United Utilities and Excavation the Bid for Chestnut Street Drainage Project in the amount of \$85,243.00 with an Alternate of \$80,123.00: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Lines/Smithers to Approve the Trail Grant Rescope Proposal excluding the underpass with barriers in the amount of \$105,000 city contribution. City Administrator Mitch Kolf will contact DOT and MAPA on next steps to propose the rescope: Roll Call: Ayes-4 Navs-0 Motion Carried

Motion McEwen/2nd Smithers for Budget Amendment 2 Public Hearing call to order. Recognition of Publication: Notice of Public Hearing published on February 12th, 2025, in The Opinion-Tribune. City Clerk did not report any written statements or objections filed at City Hall. Mayor Winquist called for Objections, Statements, and/or Exhibits for Council Consideration. There were none to report. Motion McEwen/2nd Lines to approve Adjournment of Public Hearing at 7:56pm was taken.; Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Kates/ McEwen to approve Resolution 3704 Budget amendment 2: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Lines/Smithers to approve Resolution 3703 Setting Time and Place for A Public Hearing for the Purpose of Considering the Proposed Property Tax Levy for the City's Proposed Fiscal Year 2026 Budget: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Smithers/McEwen to Approve Mayor Authorization to Sign Fiscal Sponsor Agreements with Omaha Community Foundation for the following Grant Applications for Hiley Park Project Application and Fire Department Ice Rescue Equipment Application: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion McEwen/Lines to approve State ROW Permit to be signed allowing underground fiber optic cables to be moved deeper in ground off Hi-way 34: Roll Call: Ayes-4 Nays-0 Motion Carried

#### **Community Development Block Grant-Disaster Recovery Projects:**

Motion Smithers/Kates to approve the Following Pass Through CDBG Funds: GAX 54-Arbor Hills -19-DRH-018 in the amount of \$105,000.00: Roll Call: Ayes-4 Nays-0 Motion Carried

Mayors Report- Went to Levy Education Event this last week.

Council Member Report- Kates request where the City stands with the White Oak Gas station from Fire Chief Matt Gray. Gray reported the City would need to move forward with abandoned building ordinance before more could be done.

Motion McEwen/2nd Lines to Adjourn at 8:04pm.

Attest:	
	Angela Winquist, Mayor
Dannielle Arnold, City Clerk	



405 Coolidge Street P.O. Box 68 Glenwood IA 51534

Glenwood IA 51534

712-527-9313

# **Estimate**

Date	Estimate #
2/10/2025	15175

Name / Address	
Glenwood Police Station c/o Glenwood City	
5 N. Vine St.	

Description	Total
Estimate for material and labor to install 2- sewage ejector pumps at the Glenwood Police Station:	2,850.00

Subtotal	\$2,850.00
Sales Tax (7.0%)	\$0.00
Total	\$2,850.00



1209 W. Ferguson Road Shenandoah, IA 51601 712-246-4007

**TO:** Glenwood Police Department

FROM: Dave Moe

DATE:2/27/2025

RE: Grinder pumps

#### PROPOSAL INCLUDES:

2- Meyers 1 HP 115 volt grinder pumps, Stainless steel cutting blades that are indented on the back side so debris will not stick to them, sealed 50,000 hour life bearings, 20' cord, float switches, new check vlaves and all labor and materials to change pumps out.

TOTAL BID: \$8,299.63

Please sign below to acce	pt the bid/estimate for your project:	
Signature:	Date:	

NOTE: THESE PRICES ARE GOOD FOR 30



### **Cost Estimate for Design Phase Geotechnical Evaluation**

Proposed Aquatic Center 23936 Hershey Avenue Glenwood, Iowa

### **Prepared For:**

Mr. Jordan Wiegand Burbach Aquatics, Inc.

February 27, 2025 25029.25.IAM

# **Chosen Valley Testing, Inc.**

421 North Georgia Avenue, Mason City, Iowa 50401

February 27, 2025

Phone: 1-641-201-1050 Fax: 1-641-201-1012 Email: masoncity@chosenvalleytesting.com

Mr. Jordan Wiegand Mechanical Engineer Burbach Aquatics, Inc. PO Box 721 Platteville, WI 53818 Jordanw@burbachinc.com

Re:

**Proposal for Geotechnical Evaluation** 

**Proposed Glenwood Aquatic Center** 

23936 Hershey Avenue Glenwood, Iowa

Proposed Project #25029.25.IAM

Dear Mr. Wiegand,

As requested, we are providing this proposal for geotechnical soil borings and geotechnical evaluation for the proposed aquatic center in Glenwood, Iowa. This proposal summarizes our estimated costs for the project.

#### Scope

**Soil Boring:** A total of 2 borings have been requested within the pool slab of the existing aquatic center. One of the borings is to be drilled with conventional drilling equipment to about 25 feet below the surface. The other boring is to be extended with a hand auger unless a drill rig can safely access the work area. We intend to drill the hand auger to a depth of 10 feet below the surface.

The borings would be drilled to their planned depths, or until auger refusal, whichever occurs first. If borings terminate in unsuitable soils, they would be extended to suitable soils. The borings will be sampled in accordance with the American Society for Testing and Materials (ASTM) Method of Test D1586 and D1587 procedures. Groundwater level readings would be immediately read and recorded during drilling.

As mentioned, borings are to be performed through the bottom of an existing pool. The concrete base would need to be cored prior to drilling and this is included in our costs. We intend to backfill the borings with auger cuttings and patch the surface with concrete upon completion.

**Laboratory Testing:** The RFP calls for moisture content testing, unit weight testing, unconfined compressive strength testing, Atterberg Limits testing and #200 washes on select samples. In addition, we have included a budget to perform two swell tests. We do not expect any additional tests to be needed but would contact you before performing any additional tests if they are deemed warranted.

**Reports:** The engineering report will summarize the results of the borings and provide our opinions and recommendations for the various geotechnical aspects of the project, including settlement potential; shrink/swell potential; influence of groundwater; engineering criterial and suitability of on-site soils for structural fill; soil stabilization recommendations; documentation of voids, soil classification, standard penetration tests and water table elevations. An electronic copy of the geotechnical report would be submitted to you at the completion of our work.

**GLENWOOD AQUATIC CENTER** PROPOSAL: #25029.25.IAM

Access and Schedule: Our current schedule would allow us to initiate services within two weeks of authorization. Services would be performed using our tracked Geoprobe drill rig. Iowa One Call would have to be contacted for a utility locate. Drilling would not take place until utilities are located on site (usually requires 2 days). We have assumed that the project owner would be capable of location and/or clearing any private utilities within the drilling area.

Preliminary information can usually be obtained 1 to 2 days after completion of drilling. The final geotechnical report is typically available one to two weeks after drilling has been completed.

#### **Fees and Payment**

We would perform the soil borings, laboratory testing and report for an estimated lump sum cost of \$6,575. These costs would not be exceeded without a change in work scope. If any additional drilling footage is desired, we would perform this service at a unit rate cost of \$20/foot.

An invoice for the work will be mailed to the client after the exploration report is completed. Payment for services is expected within 30 days. Interest will be added to invoices over 30 days.

#### Remarks

We appreciate the opportunity to propose geotechnical engineering services to you on this project. Please feel free to call us at (641) 420-3680, if you have any questions or desire further information.

Sincerely,

Chosen Valley Testing, Inc.

Matt Reisdorfer, PE

General Manager/Geotechnical Engineer

**MINNESOTA** 

#### Authorization to Proceed



WISCONSIN

Droposal	for	Docion	Dhaca	Conton	hnical	<b>Evaluation</b>
Proposai	101	Design	Phase	Georec	mmcai	Lvaiuauon

Project:	Proposed Aquatic Center
	23936 Hershey Avenue

Glenwood, Iowa

**Prepared by:** Chosen Valley Testing, Inc.

**CVT Number:** 25029.25.IAM

IOWA

Commencement of the above Project or Work Package, as outlined in the attached proposal document from Chosen Valley Testing, Inc., is hereby authorized.

<b>Authorizing Person:</b>	
Signed	_
Name / Title	Date
Bill To:	
	_

MINNESOTA

#### **CERTIFICATIONS AND PROFESSIONAL AFFILIATIONS**

**Chosen Valley Testing, Inc.** has certified and licensed personnel with the following professional organizations:

- Minnesota Licensed Professional Engineer
- Wisconsin Licensed Professional Engineer
- Iowa Licensed Professional Engineer
- Geological Society of America
- Minnesota Society of Professional Engineers
- National Society of Professional Engineers
- Wisconsin Department of Transportation Highway Technician Certifications
- American Concrete Institute Field Testing Technicians
- MNDOT Concrete Field and Batch Plant Testing Technicians
- Iowa DOT Concrete and Aggregate Field Testing Certifications
- Nuclear Radiation Safety Certification
- International Code Council Certification Reinforced Concrete
- International Code Council Certification Masonry
- International Code Council Certification Fireproofing
- International Code Council Certification Structural Steel Inspection
- Post Tensioned Institute Certified Inspection
- FACE Floor Flatness Testing Certification
- Minnesota Department of Health Licensed Monitoring Well Installer
- US Corp of Engineers Laboratory Certification



















#### GENERAL CONTRACT PROVISIONS

#### ARTICLE 1 - PERFORMANCE OF THE WORK

Chosen Valley Testing, Inc. ("CVT") shall perform the services under this Agreement in accordance with the care and skill ordinarily exercised by members of CVT's profession practicing under similar circumstances at the same time and in the same locality. Sampling procedures employed by CVT during the Work can indicate actual conditions only at the precise locations from which, and only at the time, samples are taken. CVT may make inferences based upon the results of sampling or related testing to form a professional opinion of conditions in areas beyond those from which samples were taken. However, because a sampling program cannot prove the non-existence or non-presence of conditions or materials, CVT makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

#### ARTICLE 2 - ADDITIONAL SERVICES

If the Client requests that the CVT perform any services which are beyond the scope as set forth in the Proposal, or if changed or unforeseen conditions require the CVT to perform services outside of the original scope, then, CVT shall promptly notify the Client of cause and nature of the additional services required. Upon notification, CVT shall be entitled to an equitable adjustment in both compensation and time to perform.

#### **ARTICLE 3 – SCHEDULE**

Unless specific periods of time or dates for providing services are specified in a separate Exhibit, CVT's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. The Client agrees that CVT is not responsible for damages arising directly or indirectly from any delays for causes beyond CVT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or CVTs; or discovery of any hazardous substance or differing site conditions. If the delays outside of CVT's control increase the cost or the time required by CVT to perform its services in accordance with professional skill and care, then CVT shall be entitled to a reasonable adjustment in schedule and compensation.

#### ARTICLE 4 - CONTRACTOR RESPONSIBILITIES

CVT neither guarantees the performance of any Contractor retained by Client nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges CVT will not direct, supervise or control the work of contractors or their subcontractors, nor shall CVT have authority over or responsibility for the contractors means, methods, or procedures of construction. CVT's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety. Job Site Safety shall be the sole responsibility of the contractor who is performing the work.

#### ARTICLE 5 – CLIENT RESPONSIBILITIES

Client is responsible to provide CVT with access to the site. Client shall also provide CVT with any other previous geotechnical or other reports, investigations, specifications, plans and other information about the site to which Client has access. Changes in plans and information about the site conditions that becomes known after our report may affect CVT's opinions.

Drilling, sampling, and other subsurface work will cause disruption to the site and in particular to any paving or other structures in place over the selected sampling locations. CVT will use reasonable care to minimize damage to the site, but CVT has not included the cost of restoring normal damage in the estimated charges contained within its proposal. Client agrees to equitable adjust the contract amount in the event that Client seeks repair of the site in a manner more than is customary in the industry.

#### ARTICLE 6 - REUSE AND DISPOSITION OF INSTRUMENTS OF SERVICE

All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by CVT pursuant to this Agreement are CVT's Instruments of Service and CVT retains all ownership interests in Instruments of Service, including copyrights. The Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by CVT. Files in electronic format furnished to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. CVT makes no representations as to long term compatibility, usability or readability of electronic files.

If requested, at the time of completion or termination of the work, the CVT may make available to the Client the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, and (ii) fulfillment of the Client's obligations under this Agreement. Any use or re-use of such Instruments of Service by the Client or others without written consent, verification or adaptation by the CVT except for the specific purpose intended will be at the Client's risk and full legal responsibility and Client expressly releases all claims against CVT arising from re-use of the Instruments of Service without CVT's written consent, verification or adaptation.

The Client will, to the fullest extent permitted by law, indemnify and hold the CVT harmless from any claim, liability or cost (including reasonable attorneys' fees, and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of these Instruments of Service by the Client or any person or entity that acquires or obtains the reports, plans and specifications from or through the Client without the written authorization of the CVT. Under no circumstances shall transfer of Instruments of Service be deemed a sale by CVT, and CVT makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose. CVT shall be entitled to compensation for any consent, verification or adaption of the Instruments of Service for extensions of the Project or any other project.

#### ARTICLE 7 – PAYMENTS

Payment to CVT shall be on a lump sum or hourly basis as set out in the Agreement. CVT is entitled to payment of amounts due plus reimbursable expenses. Client will pay the balance stated on the invoice unless Client notifies CVT in writing of any disputed items within 15 days from the date of invoice. In the event of any dispute, Client will pay all undisputed amounts in the ordinary course, and the Parties will endeavor to resolve all disputed items. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. CVT reserves the right to retain products of service until all invoices are paid in full. CVT will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. CVT shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client. In addition, CVT may, after giving seven days' written notice to Client, suspend services under this Agreement until it receives full payment for all amounts then due for services, expenses and charges. Payment methods, expenses and rates may be more fully described in Exhibit E.

#### ARTICLE 8 - HAZARDOUS MATERIALS

Notwithstanding the Scope of Services to be provided pursuant to this Agreement, it is understood and agreed that CVT is not a user, handler, generator, operator, treater, arranger, storer, transporter or disposer of hazardous or toxic substances, pollutants or contaminants as any of the foregoing items are defined by Federal, State and/or local law, rules or regulations, now existing or hereafter amended, and which may be found or identified on any Project which is undertaken by CVT.

The Client agrees to indemnify CVT and its officers, subCVT(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or

contaminants of any kind, except that this clause shall not apply to such liability as may arise out of CVT's sole negligence in the performance of services under this Agreement arising from or relating to hazardous or toxic substances, pollutants, or contaminants specifically identified by the Client and included within CVT's services to be provided under this Agreement.

#### **ARTICLE 9 - INSURANCE**

CVT has procured general and professional liability insurance. On request, CVT will furnish client with a certificate of insurance detailing the precise nature and type of insurance, along with applicable policy limits.

#### ARTICLE 10 - TERMINATION OR SUSPENSION

If CVT's services are delayed or suspended in whole or in part by Client, or if CVT's services are delayed by actions or inactions of others for more than 60 days through no fault of CVT, CVT shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by CVT in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination. In the event of termination CVT shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses. CVT is entitled to payment even if the project does not go forward or is not constructed.

This Agreement may be terminated by either party upon thirty days' written notice without cause. CVT shall upon termination only be entitled to payment for the work performed up to the Date of termination. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, prepared by the CVT pursuant to this Agreement and pertaining to the work or to the Project, (hereinafter "Instruments of Service"), shall be made available to the Client upon payment of all amounts due as of the date of termination. All provisions of this Agreement allocating responsibility or liability between the Client and CVT shall survive the completion of the services hereunder and/or the termination of this Agreement.

#### **ARTICLE 11 - INDEMNIFICATION**

The CVT agrees to indemnify and hold the Client harmless from any damage, liability or cost to the extent caused by the CVT's negligence or willful misconduct.

The Client agrees to indemnify and hold the CVT harmless from any damage, liability or cost to the extent caused by the Client's negligence or willful misconduct.

#### ARTICLE 12- WAIVER OF CONSEQUENTIAL DAMAGES

The CVT and Client waive claims against each other for consequential damages arising out of or relating to this contract. This mutual waiver includes damages incurred by the Client for rental expenses, for loss of use, loss of income, lost profit, project delays, financing, business and reputation and for loss of management or employee productivity or of the services of such persons; and (2) Damages incurred by the CVT for principal office expenses including the compensation for personnel stationed there, for losses of financing, business and reputation and for loss of profit except anticipated profit arising directly from the Work. The CVT and Client further agree to obtain a similar waiver from each of their contractors, subcontractors or suppliers.

#### ARTICLE 13 - ASSIGNMENT

Neither Party to this Agreement shall assign its interest in this agreement, any proceeds due under the Agreement nor any claims that may arise from services or payments due under the Agreement without the written consent of the other Party. Any assignment in violation of this provision shall be null and void. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CVT or Client. This Agreement is for the exclusive benefit of CVT and Client and there are no other intended beneficiaries of this Agreement.

#### **ARTICLE 14 - CONFLICT RESOLUTION**

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the Client and CVT agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

#### **ARTICLE 15 - CONFIDENTIALITY**

The CVT agrees to keep confidential and not to disclose to any person or entity, other than the CVT's employees, and the general contractor and subcontractors, if appropriate, any data and information furnished to the CVT and marked CONFIDENTIAL by the Client. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CVT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CVT to complete services under the Agreement or defend itself from any suit or claim.

#### ARTICLE 16 - LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Client agrees to limit the CVT's liability for any claims by or through the Client to the sum of Fifty Thousand Dollars (\$50,000). This limitation shall apply regardless of the cause of action or legal theory pled or asserted. In addition, Client and CVT each agree that neither will be responsible for any incidental, indirect, or consequential damages (including loss of use or loss of profits) sustained by the other, its successors or assigns. This mutual waiver shall apply even if the damages were foreseeable and regardless of the theory of recovery plead or asserted.

#### **ARTICLE 17 - CONTROLLING LAW**

This Agreement is to be governed by the laws of the State of the location of the Project. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled by the law of the state of the location of the Project.

#### ARTICLE 18 - LOCATION OF UNDERGROUND IMPROVEMENTS

Client shall provide CVT all information that Client has about buried objects at the site. Where requested by Client, CVT will perform customary research to assist Client in locating and identifying subterranean structures or utilities. However, CVT may reasonably rely on information from the Client and information provided by local utilities related to structures or utilities and will not be liable for damages incurred where CVT has complied with the standard of care and acted in reliance on that information. The Client agrees to waive all claims and causes of action against the CVT for claims by Client or its contractors relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by the CVT.

# BALANCE SHEET CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
001 000 1110	CACIL CENERAL	144 222 54	F01 200 00
001-000-1110	CASH - GENERAL	144,323.54-	
002-000-1110	CASH - AQUATIC CENTER	295.27-	28,225.77-
003-430-1110	CASH/CHECKING -PARK CAPITAL		7,000.00
004-450-1110	CASH - CEMETERY CAPITAL FUND		6,554.00
005-000-1110	CASH - ARPA	722 622 25	244,090.58
110-000-1110	CASH - ROAD USE TAX	720,620.35	1,049,656.92
112-000-1110	CASH - EMPLOYEE BENEFITS	74,100.12-	
119-000-1110	CASH - EMERGENCY FUND		528.10
121-000-1110	CASH - LOST	42,884.13	1,496,360.86
125-000-1110	CASH/CHECKING - TIF		113,220.69
131-000-1110	CASH - LIBRARY FURNISHING		6,956.45
173-000-1110	FEMA CASH/CHECKING		3,628.14
177-110-1110	CASH - ASSET FORFEITURE POLICE		12,215.41
200-000-1110	CASH - DEBT SERVICE	965.99	48,626.34
307-000-1110	CASH/CHECKING		4,596.75-
309-000-1110	CASH/CHECKING		43,691.78
311-000-1110	CASH/CHECKING - CDBG		90,883.18-
312-000-1110	CASH - DOWNTOWN REVITALIZATION		77,077.00
316-000-1110	CASH - 2024 BO BOND		1,599,808.55
500-000-1110	PERPETUAL CARE CASH		18,424.47
300 000 1110			
	CASH TOTAL	545,751.54	6,281,809.76
001-000-1111	CASH-AMPHITHEATER	1,023.00-	37,776.08-
001-210-1111	CASH - HWY 34 SIGN RESERVE		6,083.00
125-000-1111	LMI SET ASIDE		24,206.60
	CASH TOTAL	1,023.00-	7,486.48-
001-000-1112	CASH - LIBRARY DONATIONS	200.72	9,812.73
131-000-1112	LIBRARY DONATIONS		2,460.00-
	CASH TOTAL	200.72	7,352.73
307-000-1115	CASH - GSB SAVINGS/NOW		4,679.96
	CASH TOTAL	.00	4,679.96
	CASIL TOTAL	.00	4,075.50
001-000-1119	CASH - FRANCHISE FEES	17,647.04	203,716.74
	FRANCHISE FEES TOTAL	17,647.04	203,716.74
001-000-1120	PETTY CASH - GENERAL		170.00
	PETTY CASH TOTAL	.00	170.00

# BALANCE SHEET CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	PTD BAL.	YTD BAL.
001-000-1122	CASH - AMBULANCE		82,140.14
	AMBULANCE CASH TOTAL	.00	82,140.14
001-000-1124	CASH - LODGING TAX	589.45	23,968.81
	LODGING TAX CASH TOTAL	589.45	23,968.81
309-000-1130	RESERVES-2019 GO INVESTMT		50,160.00
	RESERVES TOTAL	.00	50,160.00
131-000-1160	INVESTMENT - LIBRARY		6,350.00
	INVESTEMENTS TOTAL	.00	6,350.00
121-000-1190 500-450-1190 510-420-1190	INVESTMENT - CD PERPETUAL CARE - INVESTMENT INVESTMENTS - AMPHITHEATER		418,384.70 23,363.59 197,103.47
	INVESTMENTS TOTAL	.00	638,851.76
500-450-1195	PERPETUAL CARE - SAVINGS		55,160.42
	CASH TOTAL	.00	55,160.42
	TOTAL CASH	563,165.75	7,346,873.84

# TREASURER'S REPORT CALENDAR 2/2025, FISCAL 8/2025

ACCOU	NT TITLE	LAST REPORT ON HAND	RECEIVED	DISBURSED	CHANGE IN LIABILITY	BALANCE	
001	GENERAL	996,404.67	89,780.18	216,626.90	62.61-	869,495.34	
002	AQUATIC CENTER	27,930.50-		295.27		28,225.77-	
003	PARK CAPITAL FUND	7,000.00				7,000.00	
004	CEMETERY CAPITAL FUND	6,554.00				6,554.00	
005	ARPA	244,090.58				244,090.58	
110	ROAD USE TAX	329,036.57	755,232.93	34,612.58		1,049,656.92	
111	I-JOBS						
112		1,170,396.29	14,155.01	88,400.49	145.36	1,096,296.17	
119	EMERGENCY	528.10				528.10	
121	LOST-SPECIAL REVENUE		45,730.61	2,846.48		1,914,745.56	
125	TAX INCREMENT FINANCIN	N 137,427.29				137,427.29	
126	LMI						
131	LIBRARY FURNISHING	10,846.45				10,846.45	
160	REVOLVING LOAN						
167	SIDEWALK						
173	FEMA	3,628.14				3,628.14	
177	ASSET FORFEITURES-POLI					12,215.41	
200	DEBT SERVICE	47,660.35	965.99			48,626.34	
201	DEBT SERV LOST SINK FU						
302	COMMUNITY RECREATION (	CTR					
303	POOL CAPITAL FUND						
306	LIBRARY ROOF PROJECT					•• •	
307	R-R PAVEMENT	83.21				83.21	
308	VINE ST PAVEMENT						
309	2019 GO CAP PROJECTS	93,851.78				93,851.78	
310	MARION HTS SEWER PROJ.		4 000 050 54	4 000 050 54		22 222 42	
311	CDBG HOUSING GRANT		1,002,956.54	1,002,956.54		90,883.18-	
312	DTR GRANT	77,077.00				77,077.00	
315	FEMA FLOOD	4 500 000 55				4 500 000 55	
316		1,599,808.55				1,599,808.55	
350	SQUARE RENOVATION					00.040.40	
500	CEMETERY PERPETUAL CAR					96,948.48	
510	AMPHITHEATER CAPITAL	197,103.47				197,103.47	
610	SEWER PERIACEMENT						
611	FMHA REPLACEMENT						
612	FMHA DS						
613	FMHA RESERVE						
	Report Total	6,783,708.09	1,908,821.26	1,345,738.26	82.75	7,346,873.84	

#### Page 1

#### REVENUE REPORT CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	FISCAL ESTIMATE	PTD Balance	YTD Balance	PERCENT RECVD	UNCOLLECTED
	GENERAL TOTAL	3,542,234.00	89,780.18	2,086,534.07	58.90	1,455,699.93
	AQUATIC CENTER TOTAL	277,700.00	.00	32,442.63	11.68	245,257.37
	ROAD USE TAX TOTAL	1,548,000.00	755,232.93	1,293,303.05	83.55	254,696.95
	EMPLOYEE BENEFITS TOTAL	994,475.00	14,155.01	526,542.95	52.95	467,932.05
	EMERGENCY TOTAL	.00	.00	528.10	.00	528.10-
	LOST-SPECIAL REVENUE TOTAL	725,000.00	45,730.61	506,229.02	69.82	218,770.98
	TAX INCREMENT FINANCING TOTAL	213,781.00	.00	82,339.02	38.52	131,441.98
	DEBT SERVICE TOTAL	738,600.00	965.99	151,613.59	20.53	586,986.41
	R-R PAVEMENT TOTAL	.00	.00	83.21	.00	83.21-
	CDBG HOUSING GRANT TOTAL	0,000,000.00	1,002,956.54	9,043,960.29	90.44	956,039.71
	DTR GRANT TOTAL	320,000.00	.00	114,767.00	35.86	205,233.00
	2024 GO BOND TOTAL	2,193,336.00	.00	2,193,336.41	100.00	.41-
	CEMETERY PERPETUAL CARE TOTAL	1,000.00	.00	15,250.00	1,525.00	14,250.00-
	TOTAL REVENUE BY FUND	======================================	1,908,821.26	======================================	====== 78.07 ======	4,507,196.66

#### Page 1

# BUDGET REPORT CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	GENERAL TOTAL	3,452,879.00	216,626.90	2,409,700.27	69.79	1,043,178.73
	AQUATIC CENTER TOTAL	300,635.00	295.27	135,200.02	44.97	165,434.98
	ARPA TOTAL	750,000.00	.00	520,438.82	69.39	229,561.18
	ROAD USE TAX TOTAL	1,596,500.00	34,612.58	1,108,528.14	69.43	487,971.86
	EMPLOYEE BENEFITS TOTAL	1,328,220.00	88,400.49	732,606.70	55.16	595,613.30
	LOST-SPECIAL REVENUE TOTAL	1,323,000.00	2,846.48	453,642.39	34.29	869,357.61
	TAX INCREMENT FINANCING TOTAL	134,051.00	.00	59,724.82	44.55	74,326.18
	DEBT SERVICE TOTAL	737,876.00	.00	112,840.75	15.29	625,035.25
	MARION HTS SEWER PROJ. TOTAL	20,000.00	.00	.00	.00	20,000.00
	CDBG HOUSING GRANT TOTAL	0,001,000.00	1,002,956.54	9,158,721.21	91.58	842,278.79
	DTR GRANT TOTAL	550,000.00	.00	4,107.00	.75	545,893.00
	2024 GO BOND TOTAL	1,890,000.00	.00	593,527.86	31.40	1,296,472.14
	TOTAL EXPENSES BY FUND	======================================	<del></del> 1,345,738.26	<del></del> 5,289,037.98	69.23	<del></del> 6,795,123.02

# BUDGET REPORT CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED 564,108.61	
	POLICE TOTAL	1,454,018.00	90,327.71	889,909.39	61.20		
	FIRE TOTAL		111,905.82	698,628.65			
	COMMUNICATION CENTER TOTAL	184,000.00	.00	90,699.39	49.29	93,300.61	
	PUBLIC SAFETY TOTAL	2,677,218.00	202,233.53	1,679,237.43		997,980.57	
	STREET TOTAL	1,780,078.00	46,094.03	1,245,013.39	69.94	535,064.61	
	SANITATION TOTAL	.00	573.27	4,525.31	.00	4,525.31-	
	PUBLIC WORKS TOTAL	1,780,078.00	46,667.30	1,249,538.70		530,539.30	
	LIBRARY TOTAL	517,350.00	31,628.76	357,565.42	69.11	159,784.58	
	AMPITHEATER TOTAL	12,275.00	1,648.18	13,565.34		1,290.34-	
	PARK TOTAL	292,562.00	13,765.09	•		143,279.14	
	RECREATION TOTAL	595,314.00	2,974.71				
	POOL TOTAL	303,255.00	295.27	135,200.02	44.58	168,054.98	
	CEMETERY TOTAL	174,787.00		107,225.29	61.35	67,561.71	
	CULTURE & RECREATION TOTAL	1,895,543.00	60,139.85	1,284,150.65		611,392.35	
	TREE BRD/COMM BEAUTIFICAT TOTA	2,000.00	.00	1,070.00	53.50	930.00	
	PLANNING AND ZONING TOTAL	15,000.00	505.83	6,235.17	41.57	8,764.83	
	COMMUNITY & ECONOMIC DEV TOTA	17,000.00	505.83	7,305.17		9,694.83	
	ARPA FUNDS TOTAL ADMINISTRATION TOTAL LEGAL TOTAL TORT LIABILITY TOTAL	750,000.00 415,595.00 50,000.00 280,000.00	.00 33,235.21 .00 .00	520,438.82 285,290.07 43,412.50 275,913.00	68.65 86.83	229,561.18 130,304.93 6,587.50 4,087.00	
	TORT LIABILITY TOTAL		.00			4,007.00	
	GENERAL GOVERNMENT TOTAL	1,495,595.00	33,235.21	1,125,054.39	75.22	370,540.61	
	DEBT SERVICE TOTAL	871,927.00	.00	172,565.57		699,361.43	
	DEBT SERVICE TOTAL	871,927.00		172,565.57		699,361.43	
	POLICE TOTAL	140,000.00		95,370.23		44,629.77	
	CDBG HOUSING PROJECTS TOTAL	0,551,000.00	1,002,956.54	9,162,828.21			
	FIRE TOTAL	100,000.00	.00	.00			
	STREET TOTAL	1,572,000.00	.00	445,225.17		1,126,774.83	
	CAPITAL PROJECTS TOTAL	2,363,000.00	1,002,956.54	9,703,423.61		2,659,576.39	
	TRANSFERS TOTAL	983,800.00	.00	67,762.46	6.89	916,037.54	

Mon Mar 10, 2025 1:10 PM

#### Page 2

BUDGET REPORT CALENDAR 2/2025, FISCAL 8/2025

ACCOUNT NUMBER	ACCOUNT TITLE	TOTAL Budget	PTD Balance	YTD Balance	PERCENT Expended	UNEXPENDED
	TRANSFER OUT TOTAL	983,800.00	.00	67,762.46	6.89	916,037.54
	TOTAL OF ALL EXPENSES	2,084,161.00	1,345,738.26	======= 5,289,037.98 =======	69.23	6,795,123.02

# CITY OF GLENWOOD SPECIAL EVENTS APPLICATION



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

Date:	1/17/25 JAN 2 8 2025 Fee: \$25.00 Receipt No. 408)0
PLEASE	RETURN TO: City Clerk, 5 N. Vine St, Glenwood, Iowa 51534  Permit 241
APPLICA	ANT INFORMATION 1
	Applicant: Negraska TRAIL 6/18205 5
	Event: Mills County walk
	Coordinator: <u>SANAY SPAULAING</u>
	Mailing Address: 184 DAYAN DE. Council Bluffs IA 51303
	Daytime Phone #: 711-435-0815 Evening Phone #: 54me
	Email Address: SANAY SPAULD VALOO. COM
EVENT	INFORMATION
	Type of Event with general description:  A 5 4 10 K WALK
	Z Open to Public Private Event
	Days/Dates of Event: 3Afurday, June 18
	Time(s) of Event: (Include Set Up/Tear Down Time) $94.41-12$
	Event Location: Glenwood LAKE PARK STARTENG AT MUSEUM
FIREWO	
	Requesting Fireworks Permit? Yes No
	Name/s of competent operators who will handle the fireworks
	Location on the property the fireworks will be set off from

# **ALCOHOL** Will the event require an alcohol license or require modification of an existing license? \_\_\_\_\_Yes 🕺 No For events with temporary outdoor service/beer garden City Outdoor Service Application must be completed per City Code Chapter 120.06. REQUESTED INFORMATION (Check All Applicable Lines) \_\_\_\_\_ Temporarily close streets: Area to be closed: \_\_\_\_\_ Date & Time of closure: If closing street, applicant must notify affected owners/residents - describe how residents were/will be notified (For events it is recommended that adjoining property owners sign a form (provided by applicant) showing they have been notified of the event by the applicant.): Parade (attach map of route and indicate streets to be closed) $\underline{\times}$ Walk/Run (attach map of route and indicate streets to be closed) Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft Other (please specify): ITEM S REQUESTED FROM THE CITY OF GLENWOOD Street barricades \_\_\_\_ Fencing \_\_\_\_\_ Emergency "No Parking" Signs Other (please specify): **SOUND SYSTEMS** Please indicate if the following will be used: \_\_\_\_\_ Amplified Sound/Speaker System Live Music Recorded Music Times Sound Equipment will be used \_\_\_\_\_ Location on property where sound equipment will be used \_\_\_\_\_

FOOD	TRUCK
1	Name of Food Truck
l	ocation of Food Truck on the Property *Must obtain a Food Truck Permit before event- Separate permit(s) needed for each food truck
<u>SANIT</u>	ATION/TRASH
r	removal from the site
	Please name the individual, organization, or contractor responsible for clean-up and trash removal:
(	Contact Person: <u>SANDY SPAULAING</u> Address: 184 DAYAN Ha. C. B. I
1	Daytime Phone: 712-435-0815 Evening Phone: 34me
3	after an event)
as ado event liabilit occurr insura	ditional insured using form IL7305 so as not to waive Owner's Governmental Immunity when conducting an on <b>public property</b> . For <b>events</b> requiring an <b>alcohol license</b> , the minimum amount of coverage in the general y insurance policy shall be \$2,000,000 general aggregate, \$1,000,000 personal injury and \$1,000,000 each rence. For all other <b>events</b> held on <b>public property</b> , the minimum amount of coverage for the general liability nce policy will be \$500,000. This application will not be considered by the Glenwood City Council until the
-	Certificate of Insurance provided and accepted Certificate of Insurance not required
Securi	ty
	Will Security be needed for this event?YESNO
<u>Security</u>	

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

#### **AGREEMENT**

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

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

Applicant/Sponsor Signature

Date

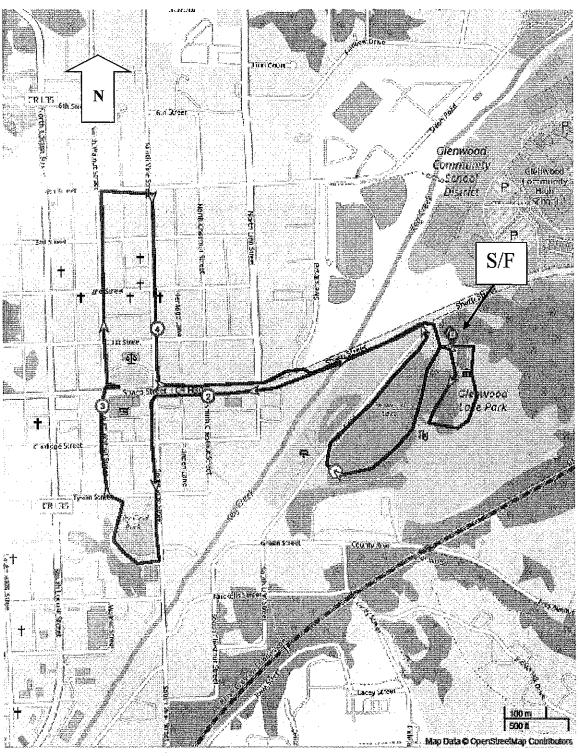
### DEPARTMENT APPROVALS

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

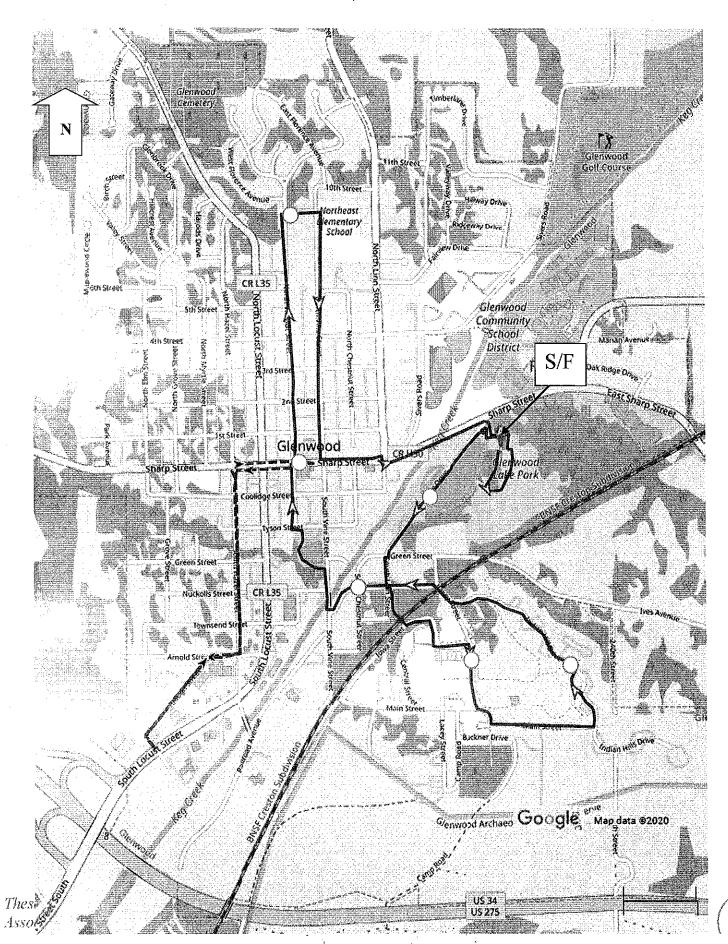
POLICE DEPARTMENT				
Signature:			Date:	
Recommended				
***************************************				
FIRE DEPARTMENT Signature:			Date:	
Recommended	Conditions:			
PUBLIC WORKS DEPARTI				
Signature:	····		Date:	
Recommended				
PARKS DEPARTMENT				
Signature:			Date:	
Recommended				
OTHER				
Signature:			Date:	
Recommended (	Conditions:			
Dispatch notified			Date:	
		CITY COUNCIL APP	PROVAL	
				Denied:
Mayor CONDITIONS IMPOSED:		Date		
			,	

### Mills County Walk, Glenwood, Iowa – 5K START POINT – Glenwood Lake Park 41.046996, -95.733087

#### Glenwood 5 K



### Mills County Walk, Glenwood, Iowa – 8 & 11K START POINT – Glenwood Lake Park 41.046996, -95.733087



JBROWN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/16/2025

ACORD'

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). S. Wolf & Associates, Inc. 2338 W. Morse 1.C PHONE (A/C, No, Ext): (773) 754-0849 (A/C, No): Chicago, IL 60645 EMAIL ADDRESS: info@swolfandassociates.com INSURER(S) AFFORDING COVERAGE NAIC# INSURER A : Alliance Of Nonprofits For Insurance 10023 INSURED INSURER B : American Volkssport Association INSURER C: 1008 South Alamo Street INSURER D San Antonio, TX 78210 INSURER E INSURER F : COVERAGES **CERTIFICATE NUMBER:** REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. NSR LTR ADDL SUBR POLICY EFF POLICY EXP
(MM/DD/YYYY) TYPE OF INSURANCE **POLICY NUMBER** LIMITS Α Х **COMMERCIAL GENERAL LIABILITY** 1,000,000 EACH OCCURRENCE CLAIMS-MADE | X | OCCUR DAMAGE TO RENTED PREMISES (Ea occurrence) 500,000 2024-62255 12/31/2024 Х 12/31/2025 20.000 MED EXP (Any one person) 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE PRO: JECT 3,000,000 POLICY PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) A AUTOMOBILE LIABILITY 1,000,000 ANY AUTO 2024-62255 12/31/2024 | 12/31/2025 BODILY INJURY (Per person) OWNED AUTOS ONLY SCHEDULED AUTOS BODILY INJURY (Per accident)
PROPERTY DAMAGE
(Per accident) X MIRES ONLY NON-SWINED **UMBRELLA LIAB** OCCUR EACH OCCURRENCE **EXCESS LIAB** CLAIMS-MADE AGGREGATE RETENTION \$ PTH-WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT N/A E.L. DISEASE - EA EMPLOYER If yes, describe under DESCRIPTION OF OPERATIONS below VolunteerParticipant E.L. DISEASE - POLICY LIMIT 2024-62255-ACC 12/31/2024 12/31/2025 Property CWB0023014-02-62255 Α 12/31/2024 | 12/31/2025 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Glenwood is an additional insured with respect to General Liability when required by written contract or agreement, but solely with respect to that organization's liability arising out of the named insured's operations or premises owned by the named insured. **Event Information** Request #: R3303 Event #: 128984 Event: Seasonal Walk Location: Glenwood, lowa, IA SEE ATTACHED ACORD 101 **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. City of Glenwood 5 N. Vine St. Glenwood, IA 51534 AUTHORIZED REPRESENTATIVE

LOC #: 1



### ADDITIONAL REMARKS SCHEDULE

Page 1 of

AGENCY S. Wolf & Associates, Inc.		NAMED INSURED American Volkssport Association 1008 South Alamo Street
POLICY NUMBER		San Antonio, TX 78210
SEE PAGE 1		
CARRIER	NAIC CODE	1
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1
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ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Date: 04/01/2025 - 10/31/2025

Club: AVA-0016 Nebraska Wander Freunde Trailblazers

Contact Information Lori Anderson

Brydlrdh17@gmail.com PO Box 8147, Omaha, NE 68108

### **WORKING DRAFT FOR 2025 POOL RATES**

\*\*Prices below reflect the prices from 2024 - Council will be reviewing prices for 2025 - this document just shows what the prices were last season\*\*

Individual Passes				
Туре	2024 Price	NO INCREASE	2025 Rates	NOTES
Students (Grades Pk-12)	\$66.00		\$66.00	
Adults (Age 18-61)	\$76.00		<mark>\$76.00</mark>	
Senior Citizen (62+)	\$66.00		\$66.00	
Firefighter/EMS/Law Enforcement	\$66.00		\$66.00	*Must work in Mills County currently
City of Glenwood Employees	\$66. 00		\$66.00	*Must be a current employee
Military-Active, Retired. Veteran				
Adult	\$66.00		\$66.00	*Must live in Mills County
Senior Citizen	\$56.00		\$56.00	*Must live in Mills County
Group Passes Groups limited to 8 peoplemembers must provide the can be received and/or	neir name and			der) on each group pass. A It be taken before a pass
2 Students (Grades: PrK-12)	\$125.00		\$125.00	
2 - 1 Student/1 Adult	\$135.00		\$135.00	
2 Adults (18+)	\$150.00		\$150.00	
2 Senior Citizens (62+)	\$120.00		\$120.00	
3 Members	\$160.00		\$160.00	
4 Members	\$175.00		\$175.00	
5 Members	\$200.00		\$200.00	

6 Members	\$220.00	\$220.00	
7 Members	\$240.00	\$240.00	
8 Members	\$260.00	\$260.00	

<sup>\*</sup>Children 5 & under must be accompanied in the water by someone 16 years or older and in arms reach while in the water.

#### **DISCOUNTS:**

- YMCA (active) members receive \$10 discount off single pass or \$15 discount off group pass. **Must show proof of active status.**
- Military (Active, Retired, Veteran) receive a \$20 discount off group pass. Must show proof of Military status.
- Active law enforcement, fire fighters or EMS receive a \$20 discount off group pass. Must work in Mills County and provide proof.
- City of Glenwood employees receive a \$20 discount off group pass.

#### Discounts cannot be combined

#### **Single Day Admissions:**

Adults (18 years and older) \$5.00 Senior Citizens (62 years +) \$2.00 Students (Grades Pk-12) \$3.00

Children 4 years and younger No Charge Must be with paid adult

### <u>Daily Adult Swim 12pm to 1pm - Monday through Friday Only</u>

Adults Only – 18 years and older \$2.00 (Y members free)

### Sunday Family Fun Day: Every Sunday (up to 6 in family)

\$15.00

#### **Replacement Cards**

\$5.00 each

#### Party Rentals:

**Semi-private party** (facility still open to the public):

1-15 people \$125.00 – 2-hour limit

16-25 people \$150.00 - 2-hour limit

#### Private Event 1.5 hours:

1-25 people \$225.00

26-50 people \$275.00

50 + people \$325.00

Private parties are from 8:00 p.m. to 9:30 p.m. – A late fee of \$100.00 will be charged after 9:30 p.m.

<sup>\*\*</sup>Children 9 & under must be accompanied in the facility by someone 16 years or older, who must remain in the facility while the child(ren) are there.

<sup>\*\*\*</sup>Pool passes MUST be purchased at City Hall 5 N. Vine St. City Hall is open M-F 7:30-4:00. Passes will NOT be sold at the Aquatic Center or YMCA.

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## Southwest Iowa Planning Council 1501 SW 7th Street Atlantic IA 50022 712-243-4196

Invoice

					Invoice No.	1455-17	
Customer							
Name	 City of Glenwood				Date	1/24/2025	
Address	5 N Vine St						
City	Glenwood	State IA	ZIP 51534	_			
		Description				TOTAL .	
			TOTAL				
	Downtown Revitalization 23-DTR-006						
	December 2024						
	Salaries & Benefits					\$	568.33
	Grant Expense/Direct			\$	19.72		
	Mileage/Direct Char Printing/Direct Char					\$	- -
	Overhead/Indirect (	-				\$	46.95
	O vornoud/mail oor v	onarge .				<b>*</b>	10.00
					SubTotal	\$	635.00
					SubTotal	Ψ	033.00
	Other						
	_						
	Due upon receipt		TOTAL	\$	635.00		
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			_				
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Thank you for your business! If you have questions call Tammy Debord, 712-243-4196.

SWIPCO is an equal opportunity provider, employer, and lender.



## Southwest Iowa Planning Council 1501 SW 7th Street Atlantic IA 50022 712-243-4196

Invoice

				invoice No.	1455-18		
Customer				_			
Name	City of Glenwood			Date		2/28/2025	
Address	5 N Vine St	_					
				_			
City	Glenwood	State IA	ZIP 51534	_			
				1	OTAL		
				-			
	January 2025						
	Salaries & Benefits					\$	332.55
	Grant Expense/Dire	ect Charge				\$	8.74
	Mileage/Direct Cha	-				\$	-
	Postage/Direct Cha					\$	-
	Printing/Direct Char	_				\$	-
	Overhead/Indirect (	Charge				\$	33.71
					SubTotal	\$	375.00
	Other						
	Other						
	Due upon receipt				TOTAL	\$	375.00
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