#### Tentative Agenda Glenwood City Council Meeting May 27, 2025

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

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

Admin Public Works

- <u>Codification Update</u>. Review changes.

- Website Review Parks & Rec

Food Truck Ordinance Review

- Golf Cart Ordinance Review

- <u>Chapter 77 Skateboards, Rollerskates & Scooters Discussion</u>

- Parking Zone Ordinance

- Comprehensive Plan Discussion - Duran

Finance

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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. Renewal of Greenleaf Tobacco, Tobacco Retail

b. Abstract of claims 22

Permit

c. Minutes from 05.13.2025 & 5.15.2025

- e. Renewal of Dollar General #6216, Tobacco Retail Permit
- f. Renewal of Fas Mart #551, Tobacco Retail Permit

#### 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. Branden Olsen Follow Up On Code Enforcement Letter for Trees Planted in ROW
  - a. Tree Ordinance
- 6. Committee Reports
  - a. Parks & Rec

b. Admin

c. Public works
d. Finance

- 7. Eagle Engineering
  - a. Chestnut Street Drainage Project
    - i. Application for <u>Payment #1 for United Utilities and Excavation</u> in the amount of \$72,334.90.
- 8. Black Hills Energy
  - a. Hold Public Hearing on Proposed Ordinance Renewal
  - b. Motion to approve Second Reading of Proposed Ordinance

- c. Motion to Waive Third Reading of Proposed Ordinance
- d. Vote on Ordinance 935 An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Glenwood, Iowa
- e. Approve <u>Resolution 3718</u> Dispensing of Special Election Requirement

#### 9. Departmental Reports

- a. Painter Library
- b. Collins Cemetery
- c. Mattox Park
  - i. Quotes for <u>Tree</u> Removal, <u>Stump</u> Grinding, and <u>Brush</u> Removal
  - ii. Motion to approve Tree Removal, Stump Grinding, and Brush Removal from in the amount of \$
- d. Clark-Public Works
  - i. Quotes for Tommy Gate on New Truck
  - ii. Motion to Approve the Purchase of a Tommy Gate from Badger Body & Truck Equipment Co. in the amount of \$\_\_\_\_\_\_ for the 2025 Ford F-250
  - iii. Motion to Approve Sidewalk Permit # 24216 Reimbursement to Todd Beaudry in the amount of \$236.45
- e. Johansen Police Dept
  - i. Motion to Approve Drivers Safety Program Policy
  - ii. Motion to Approve Resolution 3719 Setting the Fee for Drivers Safety Program
  - iii. Follow Up Discussion on Ordinance Drafts
- f. Gray Fire & Rescue/ Code enforcement
- g. Kolf Administration
  - i. Pool Update
    - 1. Motion to Approve Letter of Engagement Ahlers and Coney
    - 2. <u>Pool Committee Proposal</u> Motion to approve creation of a pool committee and authorize Mayor to appoint qualified community members to review and provide recommendations of proposed repairs, plans, and pool documents.
    - 3. <u>SWITA Rides</u> to the Malvern Pool Tuesday and Thursday for Glenwood Residents
    - 4. Other Updates
  - ii. Other Administrative Updates
- 10. Motion to Approve Resolution 3717 Wage Resolution
- 11. Motion to Approve Special Events Permit-Hillside House of Hell Live Music
- 12. Union Contract
  - a. Motion to Approve FY 2026 Union Contract

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

Motion to Approve the Following Pass Through CDBG Funds:

a. Gax 59 19-DRH-018- Arbor Hills, paid to SWIPC invoice #1453-16 in the amount of \$16,457.23

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

- a. Motion to Approve <u>Invoice 2310-5</u> for Curtis Architecture & Design PC in the amount of \$9,687.05
- 15. Mayor's Report
- 16. Council Member Report

## 17. Motion to Adjourn

Order of agenda at discretion of Mayor For hearing assistance contact City Hall seven business days prior to the meeting date.

PLEASE NOTE New Streaming Address: <a href="https://www.youtube.com/@CityofGlenwoodIA">https://www.youtube.com/@CityofGlenwoodIA</a>



Date: 5/27/2025

To: Mayor and Council

From: Mitch Kolf, City Administrator

**RE:** Codification Review - Committee Meeting

The City engaged the company Iowa Codification to compile ordinances that were not in the code book and update any others to be compatible with state law in January of 2020. Work to complete the review of the updated code book has been complicated over the years by turnover in the council, mayor, administrator, and city clerk positions. We have a draft code book from the company. That the city just needs to look over, send any new ordinances we have passed, and then the company will send us proceedings on how to adopt the updated code book.

Once this code book update is adopted we can also work on adopting an updated Land Development Ordinance and changing content of any other ordinances.

I suggest we can discuss changes to ordinances across the city, but we shouldn't make any changes until we get this code book update completed. The first step is to get all the changes that have been made between 2020 and Today adopted into the code book. Then if we don't like the content we can make a list and start making more updates. But at this point the process has been going on for so long that we need to draw a line on changes and discussion and just get the updates that have been made approved.

#### Next steps:

- 1. I will provide digital copies to you all and if you want I will print copies as requested for you to review at a high level. The purpose of the review is not to make significant content changes or additions, but just be aware of the changes the company has made and recommend to update the code with state law and incorporate our new ordinances we have already passed. I ask that we do not take this time to debate the content of the current ordinances, given how long this process has taken.
- 2. Discuss any questions on June 10th.
- On June 11th after our discussion, I will email lowa Codification any minor updates we identify and any new ordinances that are not incorporated. Ask for the minor updates and the proceedings.
- 4. 2nd Meeting in June or first meeting in July begin executing proceedings to adopt updated code book.
- 5. After the code book is updated, begin the process of updating other ordinances you may desire to change (like the ordinances to be discussed later in the committee meeting, land development ordinances, etc.)

#### **ORDINANCE NO. 919**

#### AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF GLENWOOD, IOWA, BY ADDING NEW CHAPTER 122A REGARDING "MOBILE FOOD VENDORS"

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GLENWOOD, IOWA:

**Section 1.** The Glenwood City Code is hereby amended by adding Chapter 122A to read in full as follows:

#### CHAPTER 122A "MOBILE FOOD VENDORS"

#### 122A.01. DEFINITIONS.

"MOBILE FOOD VENDOR": A person engaged in the business of selling food or beverages from a mobile food unit (self-contained motorized vehicle, trailer or pushcart).

"PUSHCART": A pushcart is a non-motorized vehicle with dimensions not exceeding 4 feet in width and 8 feet in length and 8 feet in height and being capable of being moved and kept under control by one person traveling on foot.

#### 122A.02. MOBILE FOOD UNIT LICENSE REQUIRED.

It shall be unlawful for any person to engage in the sale of food or beverages from a mobile food unit without first obtaining a mobile food unit license. A mobile food unit license issued by the city clerk or the city clerk's designee shall be subject to the following:

- A. A mobile food unit license is an annual license that expires on December 31<sup>st</sup> each year.
- B. Each mobile food unit shall be licensed separately. No license transfer is allowed.
- C. Each mobile food unit shall comply with State of Iowa inspection requirements and display its state license in full view of the public in or on the unit.
- D. Each mobile food unit shall have a working fire suppression system.

#### 122A.03. MOBILE FOOD UNIT LICENSING APPLICATION:

A. Filing: Application requests shall be filed with city hall. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter. This would include a complete and true application, all of the required materials and information prescribed, and is accompanied by the required fees.

- B. Timely Submittal: Unless otherwise provided herein, applications must be submitted not less than seven (7) calendar days prior to the proposed start date of the mobile food unit activities. The city reserves the right to reject any applications that have not been timely submitted to the city.
- C. Application Contents: Application shall be made on a form provided by the city and shall include:
  - 1. Full name of the applicant.
  - 2. Applicant's contact information including mailing address, phone numbers and e-mail address.
  - 3. Photographs of the mobile food unit from the front, side and back.
  - 4. Make, model, and year of vehicle to be used and the license plate number (if required).
  - 5. Overall size of the vehicle; to include length, width, and height.
- D. Right to Appeal: Any applicant whose application for license was disapproved may appeal to the City Council at its next regularly scheduled meeting by filing with the city clerk or the city clerk's designee a written request for an appeal to the City Council at least seven (7) days prior to the meeting. As a result of this appeal, the City Council may affirm, modify or reverse the decision of the clerk not to issue the license. If the application for license is denied, the applicant is not eligible for the issuance of a license under this chapter for a period of one year from the date of notification that the license application was disapproved, was served in person or deposited in U.S. mail.
- E. Applications Deemed Withdrawn: Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the city and made reasonable progress within thirty (30) days from the last notification from the city to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.
- F. Issuance of License: Upon completion of the review process and a determination of compliance with the applicable regulations, the city clerk or the city clerk's designee will issue a mobile food unit license.

#### 122A.04. MOBILE FOOD VENDOR LOCATIONS.

- A. Mobile Food Units On Public Property: A mobile food unit (non-pushcart) may be parked on public property or street (on a non-residential side) as approved in the licensing application or as part of a city approved event under a public property special event permit issued by the City of Glenwood. Mobile units also are prohibited from parking within 100 feet of any facade or outdoor seating of a ground level establishment that sells prepared food or beverages (this only applies from one hour before the establishment's opening to an hour after closing) without approval from the food establishment owner.
- B. Pushcarts are permitted to operate within city parks, walkway or greenways as well as private property (with property owner approval). However, a minimum forty-eight inch (48") open walkway must be maintained for passing pedestrians. The placement of the pushcart shall be in such a manner so as to minimize encroachment into the forty-eight inch (48") walkway by patrons waiting in line for service from the pushcart. Requests for authorization to vend within a city park or greenway (not as part of a city permitted public property special event) may be submitted no less than five (5) days and no more than fifteen (15) days prior to the requested day of vending. Pushcarts are prohibited from operating in the north marina parking and access area and the south marina parking and access area.
- C. No Mobile Food Unit shall be left unattended or stored on any site overnight, unless that property is under the ownership or control of (by way of a lease or other contractual agreement) the operator of the unit and is being done so in compliance with all other city code requirements or the mobile food unit is a participant in a multiple (contiguous) day, city permitted, public property special event. Any mobile food unit found unattended shall be considered in violation of these regulations and subject to license revocation, towing, or any other action legally allowed.
- D. Music and Sound Making Devices: The use of music or sound making devices as a part of a mobile food unit shall be prohibited, unless expressly allowed as part of an approved event.
- E. Mobile Food Unit Performance Standards: Persons conducting business from a mobile food unit must do so in compliance with the following standards:
  - 1. The mobile food vendor must obtain expressed written consent of the property owner or lessee to use the property on which they propose to operate or from the City if a pushcart on public property. The written consent must be kept in the unit at all times that the unit is on the property. Written consent does not excuse or permit the violation of any other imposable regulations.

- 2. The operator of the mobile food unit shall display their city license in full view of the public in or on the unit.
- 3. Mobile food units that are within three hundred feet (300') of a residential use or residentially zoned property, shall be limited to hours of operation between seven o'clock (7:00) A.M. and ten o'clock (10:00) P.M.
- 4. Mobile food units shall serve patrons which are on foot only; no drive-up service to the unit itself shall be provided or allowed.
- 5. The mobile food unit (non-pushcart) must be located on a paved or rocked surface.
- 6. No mobile food unit may be located on a vacant property or lot with a vacant building. Exceptions to this rule may be granted by city clerk after a review of the particular property and the vendor has been able to make arrangements to ensure safe and sanitary conditions. This would include, but is not limited to: employee access to restrooms, adequate access for fire and police personnel/vehicles, and that the site in general is free from hazards or dangerous conditions.
- 7. All mobile food units shall maintain a minimum separation from buildings of ten feet as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the food unit shall not impede pedestrians entering or exiting a building.
- 8. The window or area where a patron orders and receives their purchase shall be located so as to not require a patron to stand, or create a line that may cause pedestrians to be in the public right of way, vehicle travel lane, including parking lot drive aisles, or similar situation that may create a potential safety hazard. Adequate safe space for patrons waiting for their order must be available on the property where the mobile food unit is located.
- 9. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches (6") from the exterior of the unit. No freestanding signs, banners, flags, or similar items are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.
- 10. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers and shall keep the area around the mobile food unit clear of litter and debris at all times.
- 11. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and

the site, obstructing access to fire hydrants, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, or similar movement and access.

#### 122A.05. PROPERTY OWNER/LESSEE RESPONSIBILITY.

By allowing the mobile food unit on their property, the property owner or lessee jointly and severally with the vendor are responsible for compliance with this chapter and to ensure the safety of pedestrians and access of emergency vehicles to and around the site. Failure to do so could result in the property owner or lessee being party to any enforcement actions or penalties allowed by law.

#### 122A.06. LICENSE FEES.

At the time of the submittal of a license application, the applicant shall pay to the city the applicable license fee in addition to any applicable inspection fee(s). The fee schedule will bet set by resolution and may be modified from time to time with approval by resolution of the City Council.

Any licensee who surrenders their license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

#### 122A.07. COMPLIANCE WITH THE LAW.

Each Mobile Food Unit vendor shall comply with all applicable federal, state, and local laws, regulations, and rules.

#### 122A.08. SUSPENSION OR REVOCATION OF LICENSE.

Any license issued under the provisions of this chapter may be suspended or revoked by the city as follows:

- A. Grounds: The city administrator or the city administrator's designee may suspend or revoke any license issued under this chapter, for any of, but not limited to, the following reasons:
  - 1. The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.
  - 2. The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.
  - 3. The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.
  - 4. The city administrator or the city administrator's designee has received and investigated three (3) or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

B. Notice of Suspension or Revocation; Right to Appeal: The city administrator or the city administrator's designee shall cause notice of the license revocation to be served in person by a city official or by mail to the licensee's local address, which notice shall specify the reason(s) for such action, at which time operations of the licensee must cease within the corporate limits of the city of Glenwood. The licensee may appeal the revocation of the license to the city council at its next regularly scheduled meeting by filing with the city administrator or the city administrator's designee a written request for an appeal to the city council at least seven (7) days prior to the meeting. The city council may affirm, modify or reverse the decision of the city administrator or the city administrator's designee to revoke such license. If a license is revoked, no refund of any license fee paid shall be made. Upon the revocation of a license, the licensee is not eligible for the issuance of a new license under this chapter for a period of one year from the date the license revocation is served in person or deposited in the U.S. mail.

<u>Section 2.</u> All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

<u>Section 3.</u> This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED at Glenwood, Iowa, this 12th day of July , 2022.

Ron Kohn, Mayor

ATTEST:

City Clerk

#### **CHAPTER 78**

#### **GOLF CARTS**

78.01 Purpose 78.04 Operation

78.02 Operation of Golf Carts Permitted 78.05 Motor Vehicle Law

78.03 Prohibited Streets and Other Restricted Areas 78.06 Golf Cart Insurance

Of Operation 78.07 Violation and Penalty

**78.01 PURPOSE.** The purpose of this Chapter is to permit the operation of golf carts on certain streets in the City of Glenwood, Iowa, as authorized by Section 321.247, Code of Iowa, as amended. This Chapter shall be applicable whenever a golf cart is operated on any street or alley, within the City as provided in this Chapter.

**78.02 OPERATION OF GOLF CARTS PERMITTED.** Golf carts may be operated upon the streets of Glenwood, lowa, by people possessing a valid lowa operators license and at least eighteen (18) years of age, except as otherwise prohibited by this Chapter or the Code of lowa.

#### 78.03 PROHIBITED STREETS AND OTHER RESTRICTED AREAS OF OPERATION.

Golf carts shall not be operated upon the City street which is a primary road extension through the City. Primary road extensions are those streets that are also a State Highway. Golf carts are also prohibited from traveling on the following streets within the City of Glenwood:

- 1. Sharp Street
- 2. Locust Street

#### 78.04 OPERATION.

1. Traffic Code. Any person operating a golf cart, including those for which a City of Glenwood permit has been issued, shall adhere to all traffic signs and signals, and all other traffic rules and regulations and shall obey the orders and direction of any law enforcement officer authorized to direct or regulate traffic or the direction of a fire department officer during a fire.

- 2. Speed. No golf cart shall be operated at a speed in excess of the lesser of 25 miles per hour or a posted speed limit, nor shall any golf cart be operated at a speed greater than Is reasonable and proper for the existing conditions.
- 3. Trails. Golf carts shall not be operated on any recreational, bike or walking trails, unless the trail is specifically designed to allow use of motor vehicles.
- 4. Sidewalks. Golf carts shall not be operated upon sidewalks.
- 5. Parking. Golf carts shall not be operated upon that portion of a street right-of-way between the curb or edge of street paving and the sidewalk, referred to as "the parking".
- 6. Direct Crossing. Golf carts may make a direct crossing of a prohibited street provided:
  - A. The crossing is made at an angle of approximately ninety degrees (90) to the direction of the street and at a place where no obstruction prevents a guick and safe crossing;
  - B. The golf cart is brought to a complete stop before crossing the street;
  - C. The driver/operator yields the right-of-way to all oncoming traffic which constitutes an immediate hazard.
- 7. Parks. Golf carts shall not be operated within City parks and other land owned by the City, unless for a special event authorized by the City Council and the operator possesses a valid permit issued by the City of Glenwood.

- 8. Equipment. Golf carts operated upon streets within the City of Glenwood shall be equipped with at least the following:
  - A. Slow moving vehicle sign;
  - B. A bicycle safety flag, the top of which shall be a minimum of 5 feet from ground level;
  - C. Adequate brakes;
  - D. Headlights;
  - E. Taillights;
  - F. Brake lights.
  - 9. Hours of Operation. Golf carts may be operated on City streets only from sunrise to sunset. However, a person operating a golf cart shall pull over to the side of the public street or alley and come to a complete stop at all such times a Glenwood Community School District school bus is operating within three hundred (300) feet of the golf cart, and shall remain stopped until the bus is beyond the 300 foot radius of the golf cart.
  - 10. Riding on Golf Carts. A person operating a golf cart shall not ride other than on a permanent seat which is designed to be a part of the golf cart and permanently attached thereto. No person operating a golf cart upon a public street or alley shall allow a passenger in the golf cart who has not yet obtained the age of eight (8) years, except during specifically designated event in include Glenwood's annual Homecoming, Keg Creek Days, and Scarecrow Days celebrations. All passengers under the age of twelve (12) years shall wear and utilize an operable seat belt when the golf cart is in motion. No golf cart shall be used to carry more persons at one time than the number for which it is designed and equipped. (ord. 873- Apr.17Supp.)
  - 11. Permits. No person shall operate a golf cart on any public street or alley for any purpose unless the operator possesses a City of Glenwood permit to operate a golf cart on the City streets, issued by the Glenwood Police Chief or authorized designee.

- A. Golf cart owners may apply for a permit from the Glenwood Police Chief on forms provided by the City;
- B. The Police Chief shall not issue a permit until the owner/operator has provided the following:
  - (1) Evidence that the operator is at least eighteen (18) years of age and possesses a valid driver's license.
  - (2) Proof that the owner/operator has liability insurance covering operation of golf carts on City streets;
- C. The applicant for a permit to operate a golf cart on the City streets, as a part of the application, shall verify the golf cart complies with State law and the provisions of this chapter;
- D. The operator of a golf cart shall prominently display the Glenwood permit on a rear fender or similar component of the golf cart;
- E. All permits issued shall uniquely identify the name and address of the owner/operator of the golf cart;
- F. The fee for a permit to operate a golf cart on the City streets and alleys shall be \$25.00 annually.

**78.05 MOTOR VEHICLE LAW.** Persons authorized to operate golf carts pursuant to this chapter shall obey all statutes and ordinances governing the operation of motor vehicles to the extent practically applicable.

**78.06 GOLF CART INSURANCE.** Financial responsibility required. The owner/operator of every golf cart being operated upon the streets and alleys of the City of Glenwood, lowa, shall have in effect li9ability insurance covering operation of the golf

cart in the same limits, as required of automobiles by the financial responsibility provision of Section 321A, Code of Iowa.

#### 78.07 VIOLATION AND PENALTY.

- 1. Any person guilty of violating the provisions herein shall be guilty of a misdemeanor and shall be subject to a fine of one hundred dollars (\$100.00) and revocation of the City of Glenwood permit for a period of two (2) months.
- 2. Any person guilty of violating this Ordinance two (2) times in a twelve (12) month period shall be subject to a fine of two hundred dollars (\$200.00) and revocation of the City of Glenwood permit for a period of two (2) years.
- 3. Any person guilty of violating this ordinance three (3) times shall be subject to a fine of three hundred dollars (\$300.00) and permanent revocation of the City of Glenwood permit.

(Ch. 78-Ord. 865 – Feb 16 Supp.)

[The next page is 381]

#### **CHAPTER 77**

#### SKATEBOARDS, ROLLERSKATES AND SCOOTERS

77.01	Definitions	77.05	Staying to Right
77.02	Operation Prohibited	77.06	Nighttime Use
77.03	Use of Sidewalks	77.07	Special Penalty
77.04	Traffic Code Applies	77.08	Scheduled Violation

**77.01 DEFINITIONS.** As used in this chapter, the following terms are defined as:

- 1. "Skateboard" means a foot, motor or wind propelled vehicle consisting of a board equipped with two or more wheels, tandem and guided by the user or rider, standing on the same and pushing the same with foot power or operating with motor or wind power.
- 2. "Roller-skates" means skates with wheels instead of runners.
- 3. "Scooter" means a vehicle consisting of a narrow foot board mounted on two (2) wheels tandem, and guided by a handle attached to front wheel, which the operator stands with one foot on the foot board and pushes with the other.

**77.02 OPERATION PROHIBITED.** Skateboards, roller-skates and scooters are prohibited from public parks, and from streets and sidewalks within the corporate limits listed as follows:

- 1. Upon the streets and sidewalks of any Business District.
- 2. Upon the following streets:
  - A. Walnut Street
  - B. Vine Street
  - C. Sharp Street
  - D. Locust Street
  - E. Elm Street

- F. Fourth Street
- G. Third Street
- 3. The following streets on the grounds of the Glenwood State Hospital School identified as follows:
  - A. Iowa St.
  - B. Main Street
  - C. Orchard Dr.
  - D. Lacey Street
  - E. Central Street
  - F. Camp Road
  - G. Bockner Drive
  - H. Independence Street
  - I. Indian Hills Drive

**77.03 USE ON SIDEWALKS.** A person using a skateboard, roller-skates or scooter upon a sidewalk, where such use is not prohibited, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.

77.04 TRAFFIC CODE APPLIES. Every person operating a skateboard, roller-skates or scooter upon a roadway shall be granted all the rights and shall be subject to all of the duties applicable to the driver of a vehicle by the laws of the State of Iowa, declaring rules of the road applicable to vehicles or by the traffic code of the City, applicable to the driver of a vehicle, except as to those provisions which by their nature can have no application.

CHAPTER 77 SCOOTERS

**77.05 STAYING TO RIGHT**. Every person operating a skateboard, roller-skates or scooter upon the public roads shall stay as near as practicable to the right inside of the roadway, exercising due care when passing a standing vehicle or other vehicles proceeding in the same direction.

**77.06 NIGHT TIME USE.** No person shall operate a skateboard, roller-skates, or scooter upon a public highway within the City at any time from sunset to sunrise or at such other times when conditions such as fog, snow sleet or rain provide insufficient lighting to render clearly discernible persons and vehicles on the highway at a distance of five hundred (500) feet ahead.

**77.07 SPECIAL PENALTY.** Any person violating the provisions of this chapter may, I lieu of the standard penalty provided for violation of the Code of Ordinances, allow the person's skateboard, roller-skates or scooter to be impounded by the City for not less than five (5) days for the first offense, ten (10) days for a second offense and thirty (30) days for a third offense.

**77.08 SCHEDULED VIOLATION.** Any person violating the provisions of this chapter shall be assessed a municipal infraction penalty of \$25.00 for a first offense, \$50.00 for a second offense and \$100.00 for a third and subsequent offenses. (ord. 699-Sep. 02 Supp.)

ORDINANCE NO.
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AN ORDINAN	CE AM	ENDI	NG	THE	CODE	OF	ORD	INANCES	OF	THE	CITY	OF
GLENWOOD,	IOWA	BY	AD	DING	PROV	/ISIC	ONS	PERTAINI	NG	TO	PARKI	NG
REGULATIONS	WITHIN	N THE	CIT	Y OF	GLENW	/OOl	O, IO	WA.				

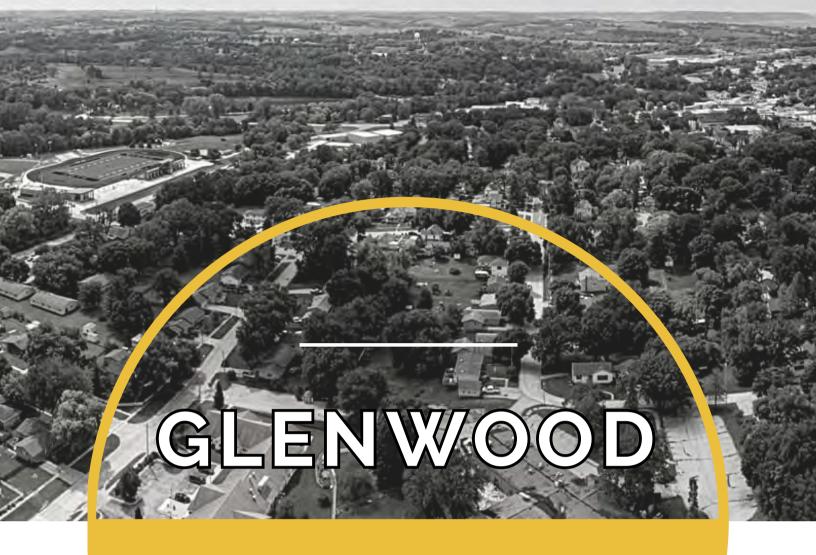
BE it enacted by the City of Glenwood, Iowa:

SUBSECTION ADDED: Chapter 69, Section 08, Subsections 159 through 161 are hereby added to read in full as follows:

	NO PARKING ZONES. any of the following specific necessary to avoid conflict direction of a peace officer	ically designated no park t with other traffic or in	ing zones except when
		* * *	
	(159) The east side of Ma	plewood Circle.	
		* * *	
	(160) The south side of Li	inn Court.	
		* * *	
	(161) The north side of 6 <sup>th</sup> Street.	¹ Street between Walnut S	Street and Locust
PASSED by the Glenv the day of	wood City Council this, 2025.	_ day of	_, 2025, and approved
ATTEST:		Angie Winquist, Mayo	Dr
Jessica Alley, City Cle	erk		
<del>-</del>	ne foregoing was published a 2025.	as Ordinance No or	n the day of

H:\MGW\G2525-ordinances\Ordinance pertaining to No Parking Zones (East side if Maplewood Cr and South side of Linn Ct. and North side of 6th between Walnut and Locust) 05-19-25.wpd

Jessica Alley, City Clerk



# COMPREHENSIVE PLAN

2045



PREPARED BY
SOUTHWEST IOWA
PLANNING COUNCIL

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- 8 HOUSING
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# COMPREHENSIVE PLANNING

A comprehensive plan is an official public document that sets forth the City's major policies concerning the future physical development of the community. The primary purposes of this plan are to generate goals for attaining a desirable development pattern and devise strategies and recommendations the city can follow to achieve these goals.

This comprehensive development plan for Glenwood has two fundamental purposes. The first, is to provide an essential, legal basis for land use regulation such as zoning and subdivision control. And, second, to present a unified vision for a community, developed with input from citizens that establishes specific actions necessary to achieve it.

Communities undertake comprehensive planning to accomplish both specific and broad objectives. In Iowa, comprehensive plans are typically developed to perform one or more of the following functions:

## 01

### **Consensus Building**

The development of a sound plan necessitates broad public involvement. The very process can create new and productive links among individuals and groups. It is through these new communication channels that issues or problems can be resolved.

# 02

### **Goal Setting**

Based on collective goals, the plan can act as the formal documentation and direction of the public's vision for future development and change.

# 03

## **Decision Making Guide and Implementation**

Economic development, public investment policies, and other expenditure decisions can be guided by a comprehensive plan. The principal effort in completing the plan is to ensure the final product includes policies and methods for achieving these outcomes. In doing so, the plan becomes a dynamic vehicle for action and decision-making.

The formal comprehensive planning process in Glenwood began in the late summer of 2021. Over the course of the fall and winter of 2021/2022 SWIPCO staff gathered background information on the city, and City staff put together a planning committee to help oversee the planning process.

In September 2021 the planning committee met with SWIPCO staff and developed the timeline for public participation, and laid out the schedule for public meetings

on various planning topics. Each planning committee member was encouraged to attend the planning meetings, and personally invite other attendees.

There were three planning meetings, covering a wide range of topics:

- September 20, 2021: Kick-off meeting with the planning committee
- October 21, 2021: Community SWOT Analysis
- December 6, 2021: Open House Meeting | Visioning and Goal Setting

All of the aforementioned meetings occurred at Glenwood City Hall.



There were also various community outreach events in which the comprehensive plan was introduced and discussed among residents. One is the Farmer's Market in the square, another being a local basketball game. After the public engagement finished and the plan was written, the draft went before Glenwood's planning and zoning committee to review, make revisions, and then proceed to forward the draft to the City Council for final review and approval.

## THE VISION

In order to transform the comprehensive plan from just another document to a working plan for the City of Glenwood, a vision of where the city wants to be and how to get there had to be established. A vision statement, goals, and objectives are all tools established throughout the planning process by residents, steering committee members, and city officials to assist the city in becoming the city desired.

During the planning process, residents had opportunities to contribute to visioning and goal setting for the city. By answering questions such as "In 2045, Glenwood is..." and "What amenities do you want to see in Glenwood", residents were able to provide critical input into city planning.

A vision statement was developed first to provide a better understanding of the direction the city wanted to go. Using that statement and comments received during the planning process, the steering committee was then able to develop goals and objectives to accomplish those goals.

"In 2045, Glenwood is an inviting community attracting new residents, visitors, and businesses by providing opportunities for all. Residents take pride in their community, visitors admire the beauty and unique attractions, and businesses thrive in the environment.

- Promote enhanced recreation and entertainment opportunities for all ages
- **02** Support a growing population
- Promote the growth and development of the downtown
- Increase the visual appearance of Glenwood
- 105 Increase the walkability of the community

An implementation matrix visualizes the city's priorities and how the city can work towards completing each objective established by detailing responsible party, cost estimates, priority level, potential funding sources, and a rough timeline of how long it would take to complete. Cost estimates are broken down by minimal, low, moderate, and high. Estimated timeline for completion is broken down into ongoing (continuous project), short-term (0-3 years), mid-term (4-6 years), and long-term (more than 7 years).

Objective	Responsible Party	Cost Estimate	Priority	Funding Sources	Timeline			
Create more park space	City, Park Board	High	Medium	Wellmark, Mills County Community Foundation, Iowa West Foundation	Long			
Trail connection to the Wabash Trace	City, Mills County Trails	High	High	TAP, REAP, Wellmark, Iowa West, State Rec, Federal Rec, Iowa Living Roadways	Short			
Goal #2—Support a growing population								
Objective	Responsible Party	Cost Estimate	Priority	Funding Sources	Timeline			
Provide more quality housing affordable at various income levels	City	High	High	CDBG	Ongoing			
Rehabilitate existing housing to ensure its longevity and promote infill <u>development</u>	City, create board	Mod-High	Medium	CDBG, Rural Housing Readiness, Homes for Iowa	Mid, Ongoing			
Create upper-story apartments in downtown	Building owners	Minimal	Low	CDBG	Ongoing			
Annexation	City	Mod-high	Medium	CDBG (infrastructure), USDA, City	Long			
Rehabilitation of current infrastructure to support current and growing population and tie into GRC infrastructure	City, GMU	High	High	CDBG, USDA, bonding, Federal, DOT Rise	Ongoing			

			I		
Construct new fire station	City	High	High	USDA, GO Bonds, private, Iowa West Community Foundation	Ongoing
Library Expansion	City	High	Medium	GO Bond, Private, Library Foundation	Mid
Goal #3—Promote the growth	and development o	of the downto	own		
Objective	Responsible Party	Cost Estimate	Priority	Funding Sources	Timeline
Hold more events on the <u>square</u>	Community Organizations, City and County (support)	Low	High	Iowa Great Places	Ongoing
Implement a vacant building ordinance to reduce the number of buildings used for storage	City	Low	High	City	Short
Recruit more <u>businesses</u>	Chamber, Economic Development	Moderate	High	Public/private partnership	Ongoing
Goal #4—Increase the visual a	ppearance of Glenw	ood			
Objective	Responsible Party	Cost Estimate	Priority	Funding Sources	Timeline
Establish a rental inspection program	City	Low-Mod	High	City, rental owners	Ongoing
Curb appeal loan/ grant program	Glenwood Beautification and Betterment Committee	Low-Mod	High	Bank	Short
Increase code enforcement	City	Mod	High	City	Ongoing
Implement wayfinding signage throughout town	City, Glenwood Beautification and Betterment Committee	Low-Mod	High	Community Foundation, Great Places	Short
Complete city beautification projects	City, Glenwood Beautification and Betterment Committee	Low-Mod	High	Community Foundation, Great Places	Short

Goal #5—Increase the walkability of the community							
Objective	Responsible Party	Cost Estimate	Priority	Funding Sources	Timeline		
Install sidewalks connecting residential areas to school (safe routes to school)	City	Moderate	High	TAP, city, property owners	Short, ongoing		
Work with property owners to install sidewalks throughout town to create a complete network	City, property owners	Moderate	High	City, property owners	Short, ongoing		

# COMMUNITY PROFILE

Glenwood grew as a direct result of its location along the Missouri River. Early outposts in Mills County were established just to the north of Glenwood by Colonel Peter A Sarpy. While commanding the outpost at Bellevue, he made numerous investments in the area, including part ownership in a Glenwood store. Glenwood quickly developed as an outpost for those traveling westward. The arrival of the railroad in the 1860s lessened the city's role as an overland outpost. The railroad did bring more settlers to the area, securing Glenwood's position as a retail and service center for Mills County.

Upon receiving its charter in 1868, Glenwood became the official name for the community after being known as Coonville by the early settlers to the area.

Location continues to be of major importance for Glenwood. Its proximity to the intersection of Interstates 29 and 80 and the Omaha/Council Bluffs metropolitan area will continue to make Glenwood an ideal location for development.

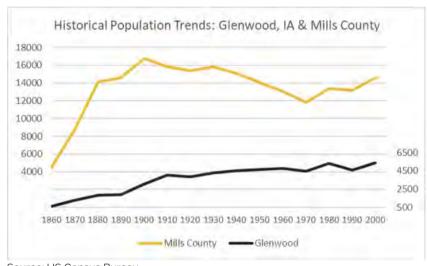
Glenwood's population has experienced steady growth and has continued relatively unaffected by depression, wars, or other major national events. The population in 1900 was 3,040 and had reached 4,664 by 1950. The city's population peaked in 1980 at 5,280. Since then, the city's population declined slightly to 4,960 in 1990.



## **OUR CURRENT STATE**

According to the 2020 Decennial US Census, the current population of Glenwood, IA is 5,145. This is a 2.35% decrease in population from the city's 2010 population of 5,269.

Glenwood, historically, has experienced a steady rise in population. While the graph to the right shows occasional, small fluctuations in population, Glenwood did not experience the same population decline as the surrounding Mills County in the years between 1900 and 1970 and has managed consistent growth throughout the years.



Source: US Census Bureau

	2000	2010	2020	% Change 2000-2010	% Change 2010-2020
Glenwood	5,358	5,269	5,145	-1.66%	-2.35%
Mills County	14,547	15,076	14,766	3.64%	-2.06%

Source: US Census Bureau, 2021 ACS 5-year estimates

In recent years, Glenwood's population has stayed more consistent. There was a 1.66% decrease from 2000 to 2010 and a 2.35% decrease from 2010 to 2020. Overall, between 2000 and 2020, Glenwood's population decreased by 213 people, a much smaller loss than many surrounding communities in the State.

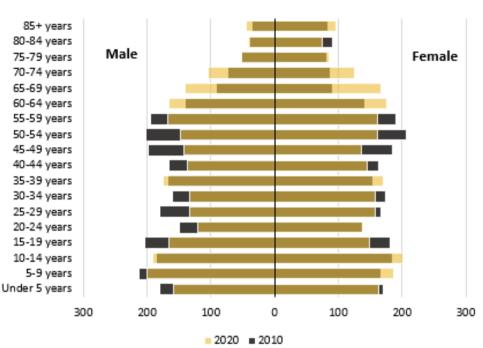
Age and gender are two of the most important demographics of anv population. Both statistics play a key role in the mix of services necessary in community. Glenwood has a median age slightly higher than the national median age. The median of а Glenwood age resident was 38.9 at the 2020 Census, compared to 38.8 years nationally.

Typically, a higher median age can indicate that there are fewer young people in more

rural Iowa cities. However; the 2010 Census showed that in Glenwood, 28% of the population was 19 years and under and the 2020 Census showed that number remained the same.

Compared to the 13.7% of the population that was 65 and over in 2010, and the 18.3% of the population 65 and over in 2020, this is a healthy trend for Glenwood. The 2020 population trend for Glenwood experiences a noticeable drop between the ages of 20-34, mirroring many other Iowa communities that do not have a college or university. Anecdotal evidence suggests that it is common for Glenwood residents to leave the city during their teens and twenties to pursue jobs or educational

### Glenwood Population 2020



Source: US Census Bureau

opportunities outside of the community. Many then return once they have gained experience and have started a family.

The above chart details age and gender differences of Glenwood, Iowa between the 2010 and 2020 Census. There have been significant decreases in both males and females in several age groups, especially ages 15-19 and 40-59, while there have been increases in those ages 60-75.

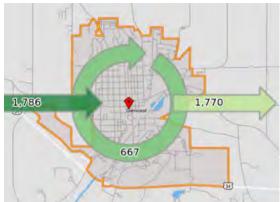
# ECONOMIC DEVELOPMENT

Economic development the process by which a community organizes and then applies its energies toward creating a business climate fostering retention and expansion of existing businesses, attracting new businesses, developing new business ventures aligned with community's the quality-of-life goals. Success in economic development requires partnerships among government, businesses, and nonprofit organizations. It is the goal of the community to maintain existing businesses and develop diverse businesses and industries that not only provide more and/or better jobs for residents but also a greater economic choice and opportunities for entertainment and social activities.

### Industry by Occupation Educational services, and health care and social assistance Retail trade Public administration Manufacturing Construction Transportation and warehousing, and utilities Arts, entertainment, and recreation, and accommodation and food services Finance and insurance, and real estate and rental and leasing Professional, scientific, and management, and administrative and waste management services Other services, except public administration Information Agriculture, forestry, fishing and hunting, and mining 600 700 100 200 300

Source: US Census Bureau, 2021 ACS 5-year estimates

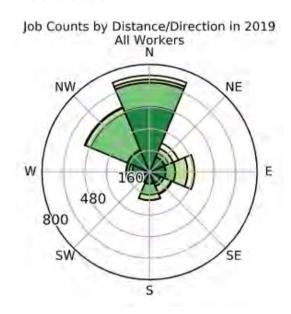
An examination of a community's labor force will provide a starting point to understanding their economic health. Glenwood's primary employment sector is Educational Services, and Health Care and Social Assistance (26%) with the next highest sectors being Retail Trade (13%) and Public Administration (9%).



Source: US Census Bureau On the Map

As with many rural communities, there are limited employment opportunities within the city, and residents are often forced to travel outside of the community for jobs. Glenwood has a unique case as the number of people traveling into the city to work is slightly higher than those residents who work outside of the city; this can be seen in the image to the right. 1,786 non-residents travel into Glenwood for work while 1,770 Glenwood residents travel outside of the city for their employment. This leaves 667 residents that live and work in Glenwood.

The chart below shows that 52.5% of residents are traveling less than 10 miles from Glenwood for work. While the majority travel less than 10 miles to work, approximately 6.1% travel over 50 miles to work, likely to a larger city such as Council Bluffs/Omaha. Additional distance and percentages are detailed in the chart below.



#### Jobs by Distance - Work Census Block to Home Census Block 2019 Count Share Total All Jobs 2.453 100.0% Less than 10 miles 52.5% 1,287 10 to 24 miles 29.4% 721 25 to 50 miles 296 12.1% Greater than 50 miles 149 6.1%

Source: US Census Bureau On the Map

	COST OF LIVING FACTORS							
	Population 2020		Median HH Income		Median Rent	N	Median Home Value	Mean Travel Time to Work
Glenwood	5,073	\$	66,691	\$	701	\$	161,900	20.9 Minutes
Red Oak	5,596	\$	48,533	\$	691	\$	80,500	16.1 Minutes
Shenandoah	4,925	\$	44,898	\$	707	\$	86,500	17.8 Minutes
Clarinda	5,369	\$	47,154	\$	645	\$	95,100	15.8 Minutes
State of Iowa	3,190,369	\$	60,429	\$	845	\$	160,700	19.6 Minutes

Source: US Census Bureau, 2021 ACS 5-year estimates

Individual and household incomes can be indicators of a community's economic health. Incomes in rural Iowa tend to be lower than national averages. However, the cost of living is often considered lower as well, so those with lower incomes many times have more buying power with their wages than higher-paid individuals in urban Unfortunately, those communities also tend to travel further for work than their urban counterparts. Increases in transportation costs will have a greater negative impact in rural America than in metropolitan areas. The household income distribution for Glenwood. characterized by the graph below, shows the majority of households make \$50,000 to \$74,999 annually. Approximately 44% of the households in Glenwood have an annual income above this range, while 35% have an annual income below this range.

Another cost of living factor can come from water and sewer expenses. The below tables compare the water and sewer rates, as well as the bill for an average two-person household for Glenwood and three other cities of similar size or location. The average bill for sewer is very similar among all of the cities.

	Water an	d Sewer R	ates	
		Water		
	Base		Per 1,000 Gallo	ons
Glenwood	\$	20.00	\$	5.50
Shenandoah	>135 CF 21. \$15.46	64, <135 CF	\$11.74/100 CF	over 135
Clarinda	\$	21.00	\$	11.50
Red Oak	\$	7.45	\$2.55/100 CF 4 \$1.95/100 CF	1,000+ gal
	- 4	Sewer		
Glenwood	\$	31.15	\$	10.00
Shenandoah	\$	14.01	\$5.56/100CF or	ver 135
Clarinda	\$	26.00		11.5
Red Oak	\$	8.60	\$3.12/100CF	

	Household Income
450	
400	
350	
300	
250	
200	
150	
100	
50	
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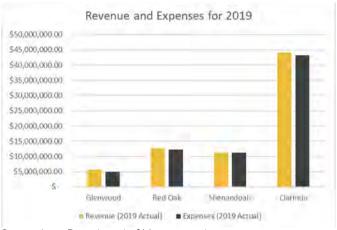
	_	
Average Bill For 2 Person		
Household (6,000 gal.)		
Water		
Glenwood	\$	42.00
Shenandoah	\$	100.09
Clarinda	\$	78.50
Red Oak		26.31
Sewer		
Glenwood	\$	71.15
Shenandoah		51.16
Clarinda	\$	83.50
Red Oak		33.62

Source: 2021 ACS 5-year estimates

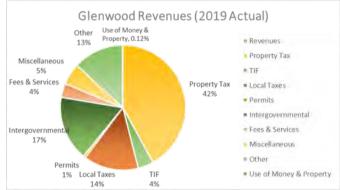
Comparing the City of Glenwood's finances with cities of similar size and location gives an important insight into how money is earned and spent for city resources. To best do this, numbers for the most recently completed and adjusted budget for the fiscal year 2019 will be examined. When these numbers for peer cities of comparable size in southwest Iowa are compared, it is noted that the City of Glenwood has a mid-range amount of revenue and expenses.

This can be attributed to a number of factors including lower tax rates, less debt, and less income from sources such as hotel/motel tax or road use tax. For the fiscal year of 2019, the City of Glenwood reported a total of \$5,652,490 in revenue and \$5,020,425 in expenses, resulting in a gain of \$632,065.

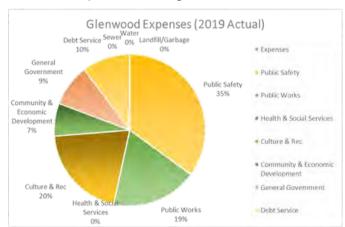
Revenues come from various sources with the highest percentage (42%) coming from property tax. Intergovernmental revenues and local taxes make up an additional 31% of the total revenues for the city. These revenues were spent on items required for city function. The highest expense for Glenwood was Public Safety at \$1,498,796 or 35% of total expenses.



Source: Iowa Department of Management



Source: Iowa Department of Management

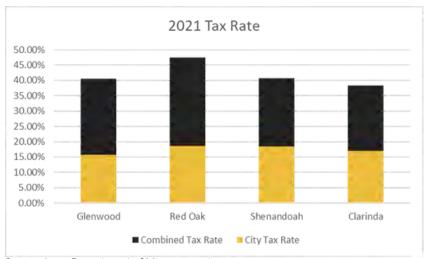


Source: Iowa Department of Management

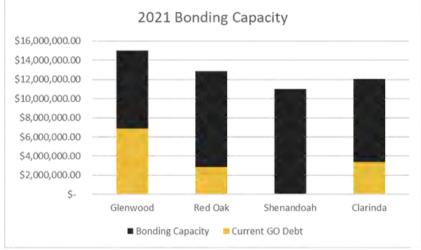
In order to properly plan for the future, the most recent estimates from the fiscal year 2021 budget must be examined in order to account for any recent financial changes. Comparing city and combined tax rates (city, county, and school taxes) between the peer cities shows that Glenwood is the lowest in both categories. City tax rates cover expenses related to city employee benefits. street repair, insurance, and more. As noted above, this revenue source accounts for approximately 42% of Glenwood's total revenue.

General Obligation bonds allow for a city to bond for up to 5% of their total property valuation which would be approximately \$14,983,836 for Glenwood. This would provide the city with the funds necessary to complete

large projects such as road repair or utility improvements. This debt would be spread out over several years, allowing for current and future users of the service to pay for the improvement through increased taxes. As seen in the graph above, Glenwood has utilized General Obligation bonds in recent years to complete city projects and is bonded at approximately 45% of their capacity.



Source: Iowa Department of Management



Source: Iowa Department of Management

Tax Increment Financing (TIF) is another tool the city has at its disposal. Through an Urban Renewal Plan, the city can create TIF districts. Properties within a TIF district pay taxes as usual, but a portion of the tax revenue goes towards the TIF fund that can then be used to fund a project determined as a high need by the city, usually in a blighted area. The City is utilizing TIF on multiple housing projects including the Arbor Hills subdivision, Burr Oak apartments, and Maplewood.

# LAND USE

Comprehensive plans are first and foremost concerned with land use. Land is the basic input necessary almost anv development decision and its use can be readily regulated by zoning. Zoning establishes within areas community where certain land uses are permitted and others not. The appropriate application of zoning helps to ensure incompatible land uses are not placed next to each other, thereby increasing usefulness of the land, property values, and the overall health and welfare of the community.

This comprehensive plan is not a zoning ordinance, nor is it a zoning map. The zoning ordinance is a separate public document adopted by a separate procedure. However, under Iowa law, zoning must be done in accordance with a comprehensive plan. To that end, this plan designates certain areas within the community for specific future land uses. These designations in no way commit the community to acquiring or developing any property. They do not guarantee that any particular property will eventually be



developed. These designations are merely suggestions that if at some point, the zoning map is adjusted or land acquired, it be done in the general spirit and goals of the comprehensive plan.

This section will examine the current zoning of Glenwood and future land use patterns desired to help achieve the goals of the city. Establishing a future land use map will help city officials in land use-related decision making processes such as locating potential businesses, residential developments, or manufacturing companies.

The current zoning map classifies parcels of land in Glenwood according to their use. The land use categories are described below.

AR Agricultural Reserve- Preserves the agricultural and rural use of land while accommodating very low density residential development generally associated with agricultural uses. Land annexed into the city is automatically given this designation to prevent premature or inappropriate development.

RR Rural Residential-Accommodates very low and low density residential developments that are unlikely to receive urban water and sewer services. Accommodates developments that merge urban and rural living.

**R-1 Single-Family Residential**-Intended to provide for residential development characterized by single-family dwellings on lots 8,400 square feet or larger.





**R-2 Single-Family Residential**-Intended to provide for residential development characterized by single-family dwellings located on relatively small lots with an area of 6,000-8,4000 square feet.

**R-3 Urban Family Residential**-Intended to provide medium density development characterized by single-family dwellings on small lots along with low-density multi-unit residential structures such as duplexes or townhouses.

**R-4 Multiple-Family Residential**-Intended to provide locations primarily for multiple-family housing. It also permits some non-residential uses such as offices through a special permit procedure.

MH Mobile Home Residential-This district provides the opportunity for mobile home development within planned parks or subdivisions along with supporting services necessary to create quality residential neighborhoods.

**UC Mixed Use Corridor**-This district recognizes the mixed use character or major urban corridors, most notably Locust Street. Accommodates a combination of residential, commercial and office use.

**CC Community Commercial**-Permitted commercial and office uses are generally compatible with nearby residential areas with development standards designed to minimize the effects of traffic and operating characteristics.

**DC Downtown Commercial**-Provides appropriate development regulations for Downtown Glenwood and promotes mixed use development.



GC General Commercial-Accommodates a variety of commercial uses, some of which have significant traffic or visual effect. Districts may create land use conflicts with adjacent residential areas, requiring provision and adequate buffering.

Highway Gateway Commercial-HC Designed provide high quality commercial development major and community gateways highway environments, specifically relating to interchanges or intersections of major community arterials such as Locust Street and Highway 34.

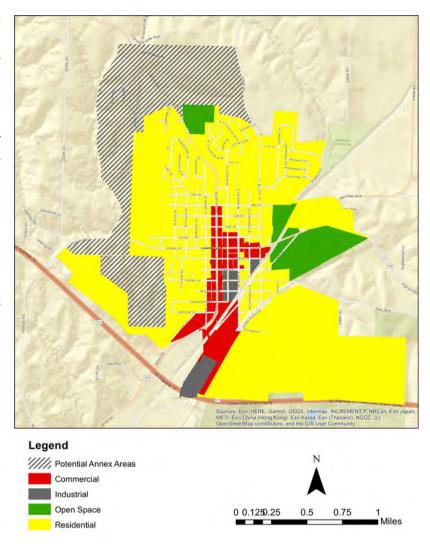
**BP Business Park**-Designed to promote the development of planned business parks that accommodate corporate offices, research facilities, and structures which can combine office, distribution, and limited industrial uses.

LI Limited Industrial-Intended to reserve sites appropriate for the location of industrial uses with relatively limited environmental effects.

GI General Industrial-Intended to accommodate a wide variety of industrial uses, some of which may have significant external effect. These uses may have operating characteristics that create conflicts with lower-intensity surrounding land uses.

The Future Land Use Map is considered to be a guiding tool for the Planning & Zoning Commission. The emphasis is on development and minimizing the conflicts arising from opposing land uses. The issue appropriate residential density something that addressed within the map. While potential annex areas identified in the future land use map, this plan seeks to make the most of the existing land and resources within the current city limits of Glenwood.

The city is in a unique position for upcoming redevelopment. Located towards the bottom right of this map the Glenwood Resource Center is a Stateowned facility that has provided supportive care for individuals with intellectual disabilities since the late 1800s. Due to a number of factors the facility is



set to permanently close in 2024. The State authorized a market study to be completed in order to determine the best use for the campus which could entail land rights being transferred to the city or some other entity that is created. The completed study showed the recommended development of the area being primarily residential with some mixed-use spaces. Development of the site would take several years and could result in the construction of over 900 residential units while preserving and incorporating the cultural and natural areas into the development.

The campus encompasses a large area, approximately 235 acres of which is around the main campus. This is a huge redevelopment opportunity as well as a major challenge for the City. The City, in conjunction with Iowa Economic Development Authority, is currently going through the process to create a plan for the campus to help identify potential redevelopment areas. Until that plan is done, the future use of the site is unknown. It will likely be a mixed-use area featuring residential, educational and healthcare services.

Along with this opportunity are several obvious challenges from a land use perspective. The Glenwood Resource Center started out as an orphanage before evolving over time into a residential treatment facility for individuals with disabilities. Due to the type of use and long history at the site there is a large cemetery on the grounds that is the resting place for over 1,300 people who once resided at the facility. Another important issue to consider is the presence of Native American archeological sites near the grounds. Additional concerns for the site include the very specific nature of some of the facilities that might not lend themselves well to conversion to other uses, the current condition of the utilities located there as well as the hilly topography.



# PUBLIC SERVICES

#### Solid Waste

The Loess Hills Regional Landfill is located in Malvern was established in 1972 to serve Mills County. This landfill grew from 40 acres in size at establishment to 170 acres by 1998. The landfill currently accepts waste from areas across Mills and Pottawattamie Counties. Accepted materials include municipal solid waste and construction and demolition waste from household and commercial sites. Contaminated soil, asbestos, and special waste can be accepted if accompanied by an analytical and an Iowa Waste Services Generator Waste Profile Form and approval from Iowa Waste Services engineer.

#### **Telecommunications**

Due in part to the recent COVID-19 pandemic, quality internet has become a necessity for many employers and schools. Glenwood is serviced by multiple private internet providers including Century Link, Mediacom, and Western Iowa Networks. These providers are able to offer a variety of speeds to meet the needs of users. Speeds from these providers vary from 15mbps up to 1Gig ensuring they can meet the needs of all users. The higher speed capability can

allow for more devices to be utilizing internet at exceptional speeds for a variety of reasons including home based businesses, remote workers, and elearning.



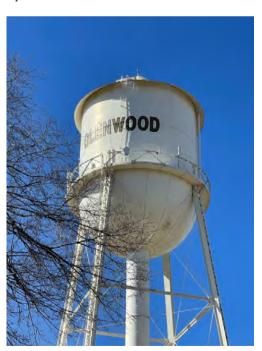
#### Healthcare

There is no full service hospital in Mills County, but there are three healthcare clinics, two of which are located in Glenwood. CHI Health Clinic Family Medicine and Methodist Physicians Clinic are both located in Glenwood and provide comprehensive care to adults and children as well as OB/GYN services. Nearby hospitals include Shenandoah, Red Oak and Council Bluffs.

#### Water

Glenwood Municipal Utilities utilizes three wells to supply water to approximately 2,535 customers including customers in Pacific Junction. The current system has capacity available to support some residential growth, but not a large-scale development which has been discussed recently by city leaders. Currently, the largest user of the system is Glenwood Resource Center which will be closing in 2024.

Repairs, updates and routine maintenance have been completed on the system's infrastructure to ensure quality water is provided to all customers. The two water treatment plants were built in 1965 and 1973. While repairs have been done, the plants are still aging and will need to be replaced in the near future.



#### Sewer

Like water services, sewer services are managed by Glenwood Municipal Utilities. GMU provides sewer service approximately 2.108 customers in Glenwood. The current system has a capacity of 1.2 MGD with an average daily use of 0.80 MGD. This shows that there is room for some development under the system, but a large-scale development would require system modifications to increase capacity.

The sewer treatment plant was built in 1983 and the collection system dates from the early 1900s to present. Repairs and updates have been made over the years to the adequate removal ensure treatment of waste. In future years, GMU will need to consider the replacement and/or expansion of the current treatment due plant to aging infrastructure and the possibility of increased demand.

## Fire Department

The Glenwood Fire Department was founded in 1876 and has grown with the city over the years. The department consists of 24 members, bot volunteer and paid, that respond to approximately 2,000 calls annually. The department has a fleet of various vehicles to serve a wide range of needs including 3 ambulances, 2 utility trucks, a ladder truck, a fire engine, a command vehicle, and a UTV. With this fleet, the department is able to provide emergency service that include fire suppression, emergency medical services, and technical rescue (ice rescue, rope rescue, water rescue and confined space). The department currently had an ISO rating of 4 on a scale of 1-10 with 1 being the best.



#### Police Department

The Glenwood Police Department is comprised of 10 officers, each with their own squad car, and contracts with Mills County for dispatcher services. The department operates a K9 Unit and has a school liaison.

#### **Emergency Management**

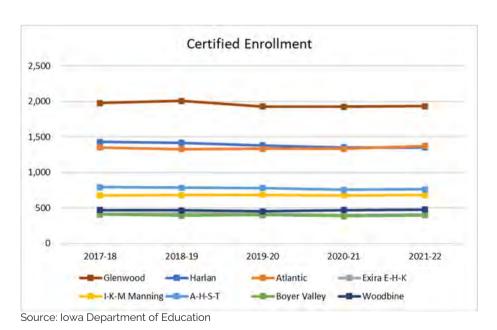
The Mills County Emergency Management Agency (EMA) is the chief county agency responsible for disaster planning and preparedness, response, recovery and mitigation. Emergency management is a coordinated effort between local, state and federal agencies as well as volunteer organizations and businesses. While all hazards can't be prevented, these entities work together to ensure the risks are minimized and life and property are protected. In 2019, the County worked with the Metropolitan Area Planning Agency in Omaha to complete an update to their countywide Hazard Mitigation Plan which evaluated various natural and man-made hazards and established goals to mitigate the effects of those hazards.

#### Education

The Glenwood Community School District offers educational services for over 2,000 students ages pre-school to 12th grade. These services are offered on five different campuses in Glenwood. This school district serves areas of Mills County including Glenwood, Mineola, Silver City, and Pacific Junction.

The district's mission is to develop in all students the knowledge and competencies required of responsible citizens in a global society. In order to best do this, the school has implemented a 1:1 program for all students to foster technological skills. In addition to core classes, students have the opportunity to dive deeper into certain elective subjects such as engineering, criminology, medical detection, arts, agriculture and

biomedical science. Beginning in high students may start advanced placement courses through Iowa Western Community College to earn college credits while still enrolled in high school, allowing them to get a jump start on a college degree. Over the past five years, the Glenwood Community School District has held a relatively consistent enrollment. From 2016 to 2019, the enrollment was on the rise, increasing by 51 students. Since the end of the 2018/2019 school year, the enrollment has decreased by 74 students. This decline can be attributed to the 2019 floods which caused many families to relocate when their homes were destroyed.



#### Childcare

Childcare is a necessary service that's supply is oftentimes outweighed by the demand. The COVID-19 pandemic brought to light the importance of this service, and resulted in a further reduced supply as in-home providers began permanently closing. Parents of school aged children forced to were choose between continuing to go to work and staying home to care for their children while schools were closed. As parents began staying home, the effects were felt in the economy as employers were without employees. This domino effect solidified the crucial role that childcare providers play in the economy.

Kid's Place is the largest provider in the area and is run through the Glenwood Community School District. Established in 1991 as a before and after school program, Kid's Place has developed into a full time center open approximately 13 hours each day offering childcare for children age 6 weeks to 12 years. Currently, they are licensed for a capacity of 100 children, however, their current staffing only allows for 82 children.

Kid's Place has the physical capacity to take on more children, but a lack in interested, qualified employees limits how many children they can accommodate. Currently, their waitlist has approximately 50 children waiting for an open spot. The wait time can vary depending on the age of the child with spots for younger ages typically taking longer.

In Mills County, 70% of families with children under the age of 6 also have both parents actively working\*. There are approximately 983\* children under 6 years of age in Mills county, but only 453\* childcare spaces registered with Iowa Childcare Resource and Referral. A lack of available childcare can deter potential residents from Mills County and drive them to move to other locations where childcare is more readily available.

\*Iowa Resource & Referral www.iowaccrr.org



#### **Public Library**

The Glenwood Public Library has a long history in the town starting in 1896 when it was established by the Glenwood Women's Club on the square above the then Racket Store. In 1907, a new library was constructed, funded by donations from M.J. Martin and Andrew Carnegie. By 1983, a new addition to the library was finished to meet the growing demand for services. Although many changes have happened over the years, the library still strives to meet the informational and recreational needs of the community.

Today, the Glenwood Public Library serves as important source information and activities for community. Their collection now includes 34,746 books, 1,107 audiobooks, 2,268 movies, an array of digital books, and computers available for public use. The library hosts various activities for all ages including weekly story time for children, game days on early out days for teens, and multiple groups for adults including a quilting club, book club, and history club.

The library is governed by a five-member board established in 1907. This board includes a president, vice president, secretary, and two trustees.

The library's budget fluctuates annually, generally falling around \$400,000. This budget must be stretched to cover all expenses and often falls short meaning that grant funding and donations can play a crucial role as they always have.

Year	Bud	get			
FY2018	\$	324,125			
FY2019	\$	400,928			
FY2020	\$	429,075*			
FY2021	\$	404,625			
FY2022	\$	418,625			
*includes \$25,000 bequest and \$10,000 emergency fund					

The library is outgrowing it's current space of 8,400 square feet. Recently, a Space Utilization Expert was hired to examine the location and determine how much space was needed. The completed assessment suggested a space of approximately 15,000 square feet would be optimal. Since the library already owns the lot next door, they are hopeful that an expansion will be possible sometime in the future.

# TRANSPORTATION

Offering a variety of transportation choices—safe, convenient, and comfortable mobility for people walking, bicycling, taking transit, and driving—is vital to ensuring high quality of life and economic health for any town. Not only does transportation play an active role in residents' physical and mental wellbeing, but also in ensuring residents' economic well-being by providing access to jobs, attracting new businesses, and bringing tourism dollars into the community.

#### Streets

Highway 34 is a United States highway that runs from Colorado to Chicago. This highway travels along the southern boarder of Glenwood providing a continuous route across Iowa as it traverses from Colorado to Chicago. Glenwood is also approximately three miles from Interstate 29. The proximity to both of these major routes provides essential connections to the surrounding region and for the movement of people and goods in and out of Glenwood.



The annual average daily traffic count is a tool utilized for evaluating, classifying, maintaining, and improving roads. These numbers are generated by counting traffic on a section of the road and then calculated out to generate an average for any given day of the year.

The map below shows that a large amount of traffic travels along Highway 34 (7,100 AADT). Of the traffic traveling Highway 34, approximately 3,230 vehicles are exiting the highway at Glenwood each day.



Source: Iowa Department of Transportation

Analyzing AADT numbers can provide important insight into which roads may need more upkeep in comparison to others. Currently, Glenwood's street department has plans to perform various

maintenance projects on their roadways over the next several years including overlays, brick to concrete conversions, and updating outdated equipment.

#### **Public Transit**

Southwest Iowa Transit Agency (SWITA) provides various public transportation services to the Glenwood Transportation surrounding areas. services are available to students to and from school along with a taxi service within city limits of Glenwood Monday-Friday. SWITA provides non-emergency medical transportation both in and outside of Glenwood. There are services available for elderly riders, age 60 and above, which include a weekly shopping trip. Other special trips are scheduled by calling the SWITA office. The cost for each service varies, and most routespecific details can be found on the SWITA website. SWITA can provide services 24 hours a day, 7 days a week, depending on driver availability. Transportation needs are constantly changing, and SWITA strives to adapt with them and reduce transportation barriers. All SWITA routes and services are open to the public.

## Bicycle and Pedestrian Network

Glenwood's bicycle and pedestrian network mainly consists of sidewalks throughout town. It is a priority of the City to work to improve the condition and connectivity of the sidewalks within the city in order to promote the walkability of the community, especially those sidewalks connecting residential areas to the school. The City of Glenwood has established a sidewalk repair program. This program allows residents to apply for a reimbursement of up to 50% of the cost of concrete, not to exceed \$250, for repairing sidewalks.

There are some trail segments within Glenwood. One connects the high school the sports complex, another encompasses the Glenwood Lake, and the remaining ones are scattered throughout the Glenwood Resource Center campus connecting various buildings. Approximately six miles east of Glenwood is the Wabash Trace Nature Trail, a 63 mile trail running from Council Bluffs to Blanchard.

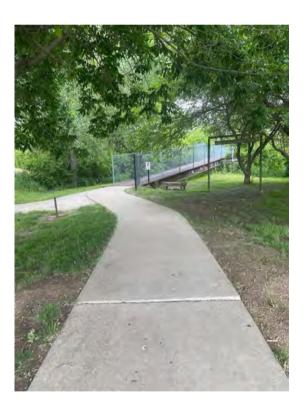


## **Transportation Opportunities**

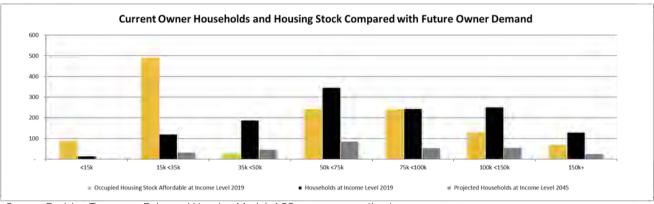
Streets-Streets within Glenwood are in generally good condition, however constant effort is needed to insure streets remain in good condition. City officials should ensure that proper maintenance is being taken on city streets to keep them in good repair and free of large holes that could damage vehicles. To do this, the city should continue to fund a street repair fund and consider increasing the amount allocated to that fund each year if needed.

Safe Routes to School-The Safe Routes to School Program helps to ensure that school aged children have a safe route that they can bike or walk to school instead of driving or being driven. This program helps to promote healthy choices in young children who are then more likely to continue those choices into their adult life, leading to a healthier community. By implementing a safe routes to school program, the city would be proactively working to create healthier residents and it could aid in attracting new families to Glenwood.

Sidewalks-Throughout City the Glenwood there are sections of poor condition sidewalks. To promote the walkability of the city, a map showing the location and conditions of existing sidewalks should be made. This will aid in prioritizing areas in the highest need for repairs. In order to aid in replacement of poor sidewalk and the installation of missing segments, the city should continue to fund their sidewalk repair program as well as advertise the program more widely around community.



# HOUSING



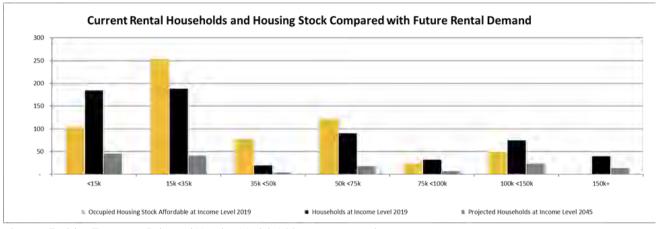
Source: Envision Tomorrow Balanced Housing Model, ACS 2021 5-year estimates

One of the biggest factors determining growth in a community is quality housing stock. A good housing stock should be comprised of a variety of housing options including style, price, location, and size. This variety will ensure that there are options for residents of all ages at different stages in life and will appeal to those looking to relocate.



The graph above depicts the current housing stock within Glenwood is affordable at various income levels compared to the current and the future number of households with the same incomes. As shown, the current housing stock affordable to households making \$35,000 and below annually far outweighs the number of households that are making that income. In comparison, the number of household making \$35,000 and above have a shortage of housing units of housing units compared to households. This means that many of the households are having to live in housing below their means and there could be a market for new development.

The same holds true for rental properties., Even though there is a higher demand for owning a property rather than renting, there is a shortage of affordable rental properties at the \$15,000 and below income level, which is the largest group of renters in Glenwood. This means that the majority of renters are paying rent above their means and likely having to make financial sacrifices in other everyday areas such as food or medical needs.



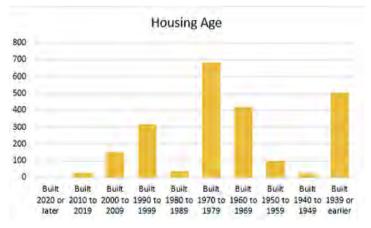
Source: Envision Tomorrow Balanced Housing Model, ACS 2021 5-year estimates

As shown in the graph to the right, the vast majority of Glenwood's housing stock is single-family units, contributing to the lack of affordable rentals.

A leading cause of the abundance of housing affordable at lower income levels is the advanced age of Glenwood's housing stock. Often, this older housing stock can become outdated, run-down, and pose hazards to those who live in and around them. It is more cost-effective to repair existing housing than to construct new, making it crucial to ensure general maintenance is provided to houses to prolong their lifespan. The graph to the right shows that over 20% of the housing stock in Glenwood was built prior to 1939 or earlier, making those houses over 80 years old.



Source: ACS 2021 5-year estimates



Source: ACS 2021 5-year estimates

## **Housing Opportunity**

**Infill-**Promoting the construction of new established houses empty lots in neighborhoods provides owners with new homes at a lesser cost than building in a subdivision since utilities are already in the area. Infill development not only saves money for the builder but can rejuvenate existing neighborhoods that may not have seen improvements for several years. Following the floods of 2019, four duplexes and two singlefamily houses will be built on infill lots.

New Construction-Currently, there is some limited space available within city limits for new construction of housing subdivisions but annexation may need to be considered in the future. There are currently three separate new housing construction projects taking place within Glenwood. These projects are taking place within the current city limits and will result in 40 single-family houses and 66 apartments, the last of which is set to be completed in 2026.

Upper Story-Upper story housing units can be found above commercial spaces, often in downtown areas. These apartments allow people to live in the heart of the town and provide a more walkable atmosphere to local amenities such as restaurants, shops, and parks. These can be desirable for any age group but are particularly desirable for young professionals wanting to be close to amenities and nightlife. Glenwood has approximately 30 two-story downtown buildings.

Rehabilitation-The high number of older homes provides an opportunity in the area for rehabilitation and resale of houses that are currently in a less than desirable state. Often times older homes can be purchased for a lower price because their style is considered outdated and things need repaired. In order to incentivize the rehabilitation of existing housing, the city could explore the option of tax abatement on residential areas. This would provide a tax break for homeowners that do improvements to their houses and increase the assessed value of the house by a certain amount.



# RECREATION

Recreational amenities work to increase the quality of life a community can offer residents. These amenities work to enhance the overall aesthetics of a community while fostering a sense of civic pride and appreciation for the outdoors. Recreational amenities can promote an increase in physical and mental health, safety, and economic viability of a community. Ensuring a community has an adequate and equitable supply of recreational areas can act as a tool to draw in new residents while working to retain existing residents.

Glenwood is fortunate in that it does have multiple park areas with a range of amenities. The Glenwood Lake Park is the largest park and includes lake access for fishing, primitive and modern camping, trails, and playground equipment. In addition to the lake park, there is another small playground park, the school's activity complex, and the aquatic center all within city limits. Just outside of city limits is the golf course.

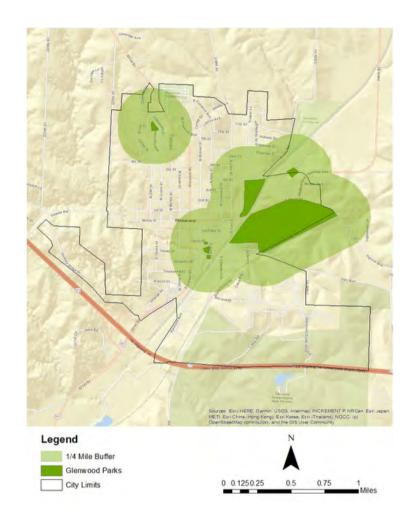






Evenly dispersed access to parks throughout the town allows for outdoor recreation to be enjoyed by all residents, especially in instances where communities don't have walking paths connecting residential areas to their systems. When discussing the proximity to parks the and willingness of people to walk to them rather than drive, a standard quarter-mile distance, or a fiveminute walk, is often used. When distance this is exceeded, oftentimes people are more inclined to drive to the destination. Driving isn't an option for everyone and some may consider driving more of a hassle and decide to stay home.

The majority of the parks in Glenwood are situated on the east side in close proximity to each other. This leaves a large portion of the city outside of the quarter mile walking area. Having parks in close proximity many residents increases their quality of life and promotes the use of parks, increasing their physical and mental wellbeing.



#### **Recreation Opportunity**

Park Development-Currently, there are two clusters of park areas as seen on the page before leaving much of the city outside of the walkable area. Developing new park space in areas of town not already served will encourage people to visit parks, increase the quality of life for residents, and work to increase property values. When developing new parks, it is important to offer parks with a variety of amenities to appeal to the most people possible.

Sidewalks-Already mentioned in the transportation opportunities, sidewalks can serve as easy recreational choices for residents, allowing them to safely walk within their community. Ensuring the sidewalk network is in good repair and connected will allow residents to utilize them for recreational purposes. To ensure proper upkeep and connectivity of the network, a map showing the location and conditions of existing sidewalks should be made. This will aid in prioritizing areas in the

highest need for repairs. The city should develop a sidewalk repair funding program and encourage residents to repair or install sidewalks along their property to support a complete network.

Trail Connections-There are currently some small trails within the City of Glenwood, but no long distance trails leading into the community. In 2014, Mills County completed a countywide trails plan that identified various routes leading into Glenwood, some of which that would connect it to the Wabash Trace. The Wabash Trace is 63 miles long and travels through four counties and nice cities from Council Bluffs to Blanchard. This trail sees users from all over the state and the country, bringing in economic wealth for the cities it traverses. Connection to the Wabash Trace would allow for Glenwood to see an economic benefit from trail users as well as increase the quality of life for residents by offering nearby trail connections.



# CONCLUSION

A comprehensive plan is meant to change as the needs of the city change meaning periodic reviews and updates to the plan are critical for its success. These updates should include a review of the goals established in the plan to ensure they are still relevant to the city. Updates such as these should be done annually to ensure the effectiveness of current planning activities and make corrections as needed.

After the adoption of the comprehensive plan, opportunities should be provided to identify any changes in conditions that would impact elements or policies of the plan. It is important that information pertaining to population and economic changes are reflected in updates to the plan. It is also important to review recommended policies and their relevance to the city's long-term growth. A review of the plan should be done annually.

When changes to the plan are proposed, a public hearing must be held and include the following:

 Provide citizens or developers an opportunity to present possible changes to the plan;

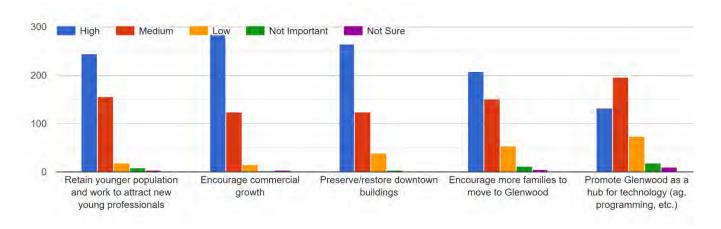
- Identify any changes in the status of projects called for in the plan; and
- Bring forth any issues or identify any changes in conditions, which may impact the validity of the plan.

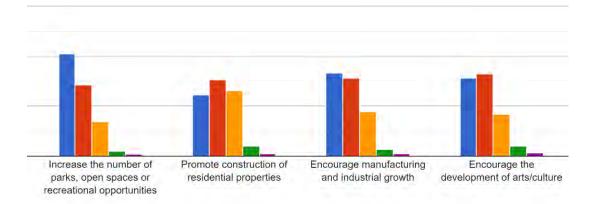
There should be a plan update after the current plan is in use for 5 years. The update process could include a forecast of a new target year, an analysis of the alternative land use plans, and a possible evaluation of alternate formats for the plan. The annual plan review, specified above, will accommodate any necessary revisions that may arise during the years prior to the next update.

It is anticipated that each year, during the annual plan review, individuals and groups may come forward with proposals to amend the plan. Those proposals should be reviewed on a case-by-case basis. Also, it is recommended that all submitted proposals be reviewed at the end of the year to analyze their cumulative impact on the comprehensive plan. The comprehensive plan amendment process should adhere to the adoption process specified in Iowa Statutes and should provide for organized participation and involvement of interested citizens.

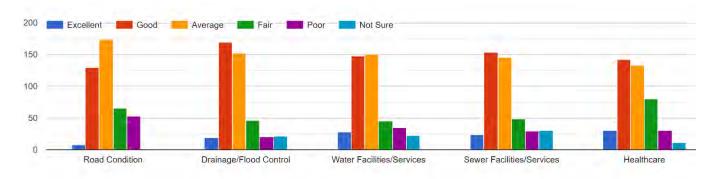
# APPENDIX A: SURVEY RESULTS SUMMARY

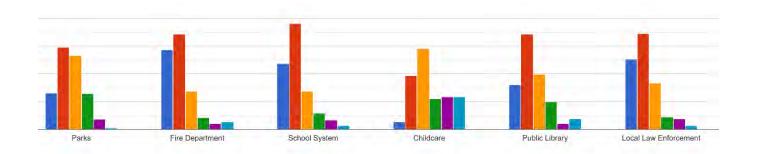
# Question: Thinking about Glenwood, how important are the following for the city to thrive?



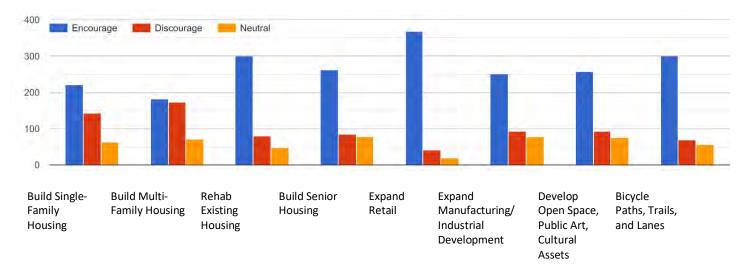


## Question: Think about Glenwood and rate the following:

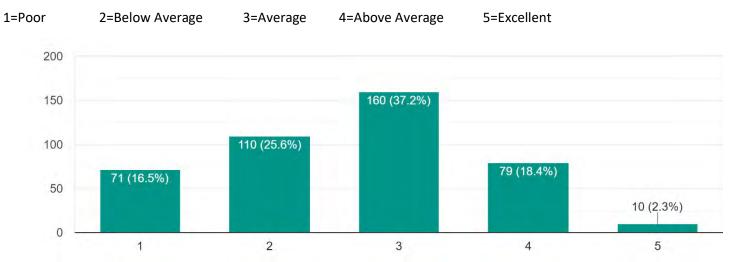




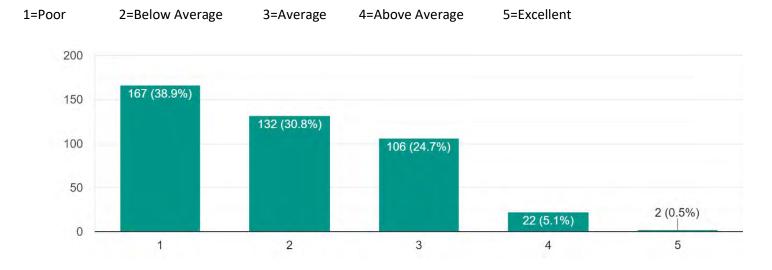
## Question: Would you encourage or discourage the City to use city resources to promote the following?



# Question: Do you feel Glenwood's housing market meets the needs of homeowners?



## Question: Do you feel Glenwood's housing market meets the needs of renters?



# Question: Are there other amenities that Glenwood should have? If yes, please suggest an amenity you would like to see.

## (Top 10 Answers)

- 1. More restaurants/fast food options—40
- 2. More retail/Department store—27
- 3. Youth and teen center/Something for youth to do—17
- 4. Better grocery store—12
- 5. Trails—11
- 6. Dog park-8
- 7. Theater—8
- 8. Urgent care/Hospital—7
- 9. Sidewalks—7
- 10. Affordable housing—7
- 11. Bowling alley—6

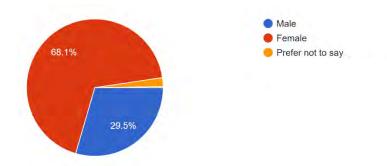
#### Question: What do you like MOST about Glenwood? (Top 10 Answers)

- 1. Small town living
- 2. The people/Friendliness/Welcoming-88
- 3. Safe—38
- 4. Schools-28
- 5. Location to city—24
- 6. Sense of community/Involvement/Pride—22
- 7. Small Businesses—15
- 8. Updated square/Historic Buildings—14
- 9. Its home/Raised here/Family-13
- 10. Parks—11

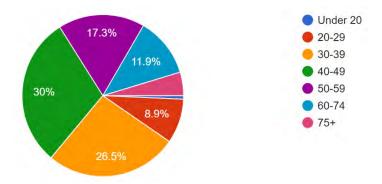
#### Question: What do you like LEAST about Glenwood? (Top 10 Answers)

- 1. Lack of retail—36
- 2. Cost of living (taxes, water/sewer)—33
- 3. Lack of restaurants—24
- 4. Grocery store (lack of fresh produce, good meat)—20
- 5. New construction housing not affordable—15
- 6. Can't get basic need items—13
- 7. Lack of youth entertainment—13
- 8. City leaders/politics (small minded, over taxing, not involved)—10
- 9. Clique-ish/Need right last name—9
- 10. Lack of sidewalks and poor upkeep-8

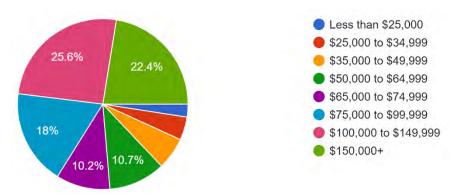
#### Question: Select your gender.



# Question: Select your age range.



# Question: Select your household income range.



# Glenwood City Council Committee Meeting Minutes 5 N. Vine St. Glenwood, Ia 51534

Glenwood City Council met for a meeting on Tuesday, May 13th, 2025 at 6:02pm in Council Chambers. Mayor Angela Winquist called the meeting to order with the following Council Members present: Natalie McEwen, Donnie Kates, Mike Lines and Laurie Smithers. Christina Duran was absent. City employees present: Mitch Kolf, Dannielle Arnold, Nancy Godfrey, Fire Chief Matt Gray, Police Chief Eric Johansen, Jamey Clark, Guests Joe Foreman, Jake Zimmerer and Adrian Kalambokidis.

Discussions were had on whether or not to look at 1 or 3 day food truck passes and what impact that may have on local, established restaurants. Fees of \$50-\$75 for a one day pass were options. Further discussions were about how far a mobile vendor should be from established restaurants. Finally, it was discussed how mobile food trucks may negatively impact the sales of established restaurants. Special events would be a possible exception.

The Golf Cart Ordinance was addressed to see if operating time could be adjusted. Golf carts should be licensed, insured and can be operated between sunrise and sunset at this time. It was discussed if golf carts had lights the ordinance could be changed to reflect time of operating.

Scooters are different. None of the vehicles should be operated on city sidewalks. Side by sides are licensed through the county and approved by the state.

Soccer, baseball, softball and pickleball are all in operation or nearing their start. Fees vary depending on the sport.

Jake Zimmerer is pushing Burbach for a final report and costs on the pool. There are discussions on possible solutions ongoing.

Jake states the Chestnut St project is nearing completion and under budget. The asphalt project will start around mid-June and should be completed within 1 month. The Sharp St project is slated to start on June 2nd.

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

Glenwood City Council met in regular session on Tuesday, May 13, 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 were present: Mike Lines, Natalie McEwen, Laurie Smithers and Donnie Kates. Christina Duran was absent. City employees present: Police Chief Eric Johansen, Fire Chief Matt Gray, Mitch Kolf, Dannielle Arnold, Nancy Godfrey & Jamey Clark. Guests: Joe Foreman, Lisa Markuson, Brandan Olson, Bob Hughes, Jeff Bissen, John Huey, Eric Heidenescher, Corrie & Michael Riley, Michelle Wright, Jennifer Hughes, David Hughes, Tracy Bolte and others.

Motion Smithers/2nd Kates to approve the Consent Agenda as printed: Agenda, Abstract of Claims # 21, Minutes from 04.29.2025, Approve Renewal of Parea LTD Co. Tobacco Retail Permit and Renewal of Russ's Market #30 TobaccoRetail Permit: Roll Call: Ayes-4 Nays-0 Motion Carried

Several local heroes were awarded after helping to save the life of a student who went into cardiac arrest on April 8th. The young man survived due to their response time of less than five minutes, CPR administration and an AED machine.

#### **Committee Reports**

Park and Rec: Mike Lines is finalizing the user agreements for the upcoming team sports.

Public Works: Kates says we are waiting on Burbach for the final pool report.

Admin: Food Trucks and Golf Carts are tabled for 2 weeks while we look into ordinances and do more research.

Motion Smithers/2nd Lines to close the pool for the 2025 season: Roll Call: Ayes-4 Nays-0 Motion Carried

Michelle Wright spoke about the need for more money to fund the Hiley Park Project. She currently has \$147,000 and needs \$187,000. Michelle will be applying for grants from Midamerican Energy, Black Hills Energy, Rod Roaden and First Interstate Bank. Motion McEwen/2nd Smithers to Approve the sourcing of Grant Applications for the Hiley Park Project: Roll Call: Ayes-4 Nays-0 Motion Carried

Brandan Olson appeared before Council to request that the trees he planted in the right-of-way stay. He admitted he did not call 811 before digging. The trees are of a conifer variety and Jamey Clark mentioned they are not allowed due to the width they become once fully grown, especially so close to the road and in the right-of-way. Brandan said that if granted the okay to remain he would make sure they were trimmed so as not to extend onto the road or sidewalk. The discussion was tabled until May 27th for final decision.

#### **Departmental Reports**

Painter – Library - Email was successfully transitioned on April 30th, which was the last day.

Clark - Public Works - Did interviews a week ago and hired Ethan Fisher.

Motion Smithers/2nd Lines to Approve hiring Ethan Fisher for Street Crewman I at a union rate of \$22.50 pending results from drug test: Roll Call: Ayes-4 Nays-0 Motion Carried

3 new speed signs put up last week and got the city truck

Johansen - Police - The 3 speed signs are up and running. They had trouble getting data but it's corrected. Dan Kammerer received a letter of commendation for performing a welfare check on an elderly couple. There were 7 arrests and 248 calls for service since the last council meeting. They are looking for volunteers for a demo class.

Motion Lines/2nd Kates to Approve Chapter 89: Security and LPR Camera police: Roll Call: Ayes-4 Nays-0 Motion Carried

Gray – Fire & Rescue/Code Enforcement - 57 calls for service since the last council meeting. 1529 calls in 2024. Called to retrieve a stolen car submerged in Pony Creek. May 18-24th is EMS week. Preparations are being made for the Memorial Day Burn Trailer. Chief Gray will be traveling to Des Moines for Assistant Chief Wray Memorials and name ceremony. Chief Gray went to Missouri and to watch how the ambulances are built. Several abatement notices have been issued. The Dollar General parking lot is said to have concrete replaced within 3 weeks.

#### Kolf - Administration -

Motion Smithers/2nd McEwen to approve Resolution 3713 to Approve FY 2025 Transfers: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion McEwen/2nd Lines to approve Resolution 3711 to Approve FY 2026 Transfers: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Kates/2nd Lines to Approve Resolution 3714 Setting Date for a Public Hearing on Designation of the 2025 GRC Redevelopment Urban Renewal Area and on Urban Renewal Plan and Project: Roll Call: Ayes-4 Nays-0 Motion Carried This is the first step to approve redeveloping financing.

Motion Smithers/2nd Lines to Approve Resolution 3715 Local Option Sales Tax Election Proceedings - Expand the Purpose Statement to include police, fire and any lawful purpose: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion McEwen/2nd Kates to Approve Resolution 3716 Setting Date for a Public Hearing to renew Gas Franchise Ordinance with Black Hills Energy: Roll Call: Ayes-4 Nays-0 Motion Carried

The above motion is for Ordinance 935 and expires after 25 years on May 27th, 2025. The hearing date is set for June 10th, 2025.

Motion Smithers/2nd Kates to have the First Reading of Gas Franchise Ordinance with Black Hills Energy: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion Lines/2nd McEwen to Approved Pay App 2 to Cornerstone Commercial Contractors in the amount of \$80,118.22: Roll Call: Ayes-4 Nays-0 Motion Carried

This relates to the Community Development Block Grant-Dowtown Revitalization Project.

#### 7:48pm

Motion Smithers/2nd Lines to go into Closed Session in accordance with Iowa Code 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction is completed: Roll Call: Ayes-4 Nays-0 Motion Carried 8:18pm

Motion Lines/2nd Smithers to Return to Open Session: Roll Call: Ayes-4 Nays-0 Motion Carried No action taken from closed session

**Mayors Report-** Spring banners are up.

Motion Lines/2nd Smithers to Adjourn at 8:29pm.

Council Report- Smithers would like processes in place on how big projects are handled and who manages them. More research to be done before a best practice work session.

Attest:

Angela Winquist, Mayor

Dannielle Arnold, City Clerk

# Glenwood City Council Committee Meeting Minutes 5 N. Vine St. Glenwood, Ia 51534

Glenwood City Council met for a brief meeting on Thursday, May 15th, 2025 at 6:00pm in Council Chambers. Mayor Angela Winquist called the meeting to order and the Pledge of Allegiance was recited with the following Council Members present: Natalie McEwen, Donnie Kates, Mike Lines and Laurie Smithers. Christina Duran was absent. City employees present: Mitch Kolf and Nancy Godfrey.

Motion McEwen/2nd Lines to Approve a Change Order Request for the Community Development Block Grant - Downtown Revitalization COR #11 - Cornerstone Construction: Roll Call: Ayes-4 Nays-0 Motion Carried

Motion McEwen/2nd Kates to approve the following change orders:

- i. CO #1R 6 N Walnut
- ii. CO #2R 426 1st Street
- iii. CO #3R 11 N Vine Street
- iv. CO #4R1 14 N Walnut Street
- v. CO #5R 424 Masonry
- vi. CO #6R 4 N Walnut
- vii. CO #9 409 Sharp Street
- viii. CO #11 Cornerstone Construction

Ayes-4 Nays-0 Motion Carried

There was a question about whether or not the 424 Masonry was an actual address. Mitch stated this was just a number he was given for that change order. Mitch also stated that the total overall cost would be the same. Mitch received an email stating that the change orders needed to be done to prevent delays in the project.

Motion Smithers/2nd Lines to Adjourn at 6:12pm.	
Attest:	
	Angela Winquist, Mayor
Dannielle Arnold, City Clerk	

## CHAPTER 151

## TREES

151.01 Definition

151.02 Planting Restrictions

151.03 Duty to Trim Trees

151.04 Trimming Trees to be Supervised

151.05 Trees Subject to Removal

151.06 Inspection and Removal

151.07 Community Tree Board

DEFINITION. For use in this chapter, "parking" means that part of the street, avenue or highway in the City not covered by sidewalk and lying between the lot line and the curb line; or, on unpaved streets, that part of the street, avenue or highway lying between the lot line and that portion of the street usually traveled by vehicular traffic.

- PLANTING RESTRICTIONS. No tree shall be planted in any parking or street except in accordance with the following:
  - All trees hereafter planted in any street Alignment. shall be planted in the parking midway between the outer line of the sidewalk and the curb. In the event a curb line is not established, trees shall be planted on a line ten (10) feet from the property line.
  - Trees shall not be planted on any parking 2. Spacing. which is less than nine (9) feet in width, or contains less than eighty-one (81) square feet of exposed soil surface per Trees shall not be planted closer than twenty (20) feet from street intersections (property lines extended) and ten (10) feet from driveways. If it is at all possible trees should be planted inside the property lines and not between the sidewalk and the curb.
  - З. Prohibited Trees. No person shall plant in any street any fruit-bearing tree or any tree of the kinds commonly known as cottonwood, poplar, box elder, Chinese elm, or evergreens.
- 151.03 DUTY TO TRIM TREES. The owner or agent of the abutting property shall keep the trees on, or overhanging the street, The owner or agent of the abutting trimmed so that all branches will be at least fifteen (15) feet above the surface of the street and eight (8) feet above the sidewalks. If the abutting property owner fails to trim the trees, the City may serve notice on the abutting property owner

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requiring that such action be taken within five (5) days. If such action is not taken within that time, the City may perform the required action and assess the costs against the abutting property for collection in the same manner as a property tax.

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

151.04 TRIMMING TREES TO BE SUPERVISED. Except as allowed in Section 151.03, it is unlawful for any person to trim or cut any tree in a street or public place unless the work is done under the supervision of the City.

151.05 TREES SUBJECT TO REMOVAL. The Council having determined that the health of any tree, shrub, or part thereof within the City is threatened by serious insects, or disease pests, or disease, or shows evidence of deterioration to the extent that it appears to be hazardous to the public or property of another is hereby declared a nuisance. The following shall be treated or removed:

- 1. Any dead or damaged tree, shrub, or part thereof.
- 2. Any tree, shrub, or part thereof infected with serious insects, or disease pests, or a disease.
- 3. Any tree, shrub, or part thereof showing evidence of deterioration to the extent that it appears to be hazardous to the public property or property of another.

  (Amended by Ordinance No. 592)
- 151.06 INSPECTION AND REMOVAL. The Council shall inspect or cause to be inspected, all premises and places within the City to determine whether any condition as defined in Section 151.05 of this chapter exists thereon. Such trees, shrubs, or parts thereof shall be subject to removal as follows:
  - 1. Removal from City Property. If the Council upon inspection or examination, in person or by some qualified person, shall determine that any condition as defined in Section 151.05 exists in or upon any public property, other than the strip between the curb and the lot line of private property, within the City and that the danger to other trees, shrubs, or parts thereof within the City is imminent, the Council shall immediately cause such condition to be corrected by treatment or removal so as to destroy or prevent as fully as possible the spread of the insects, disease pests, disease, or evidence of deterioration. The Council may also order the removal of any trees, shrubs or parts thereof on the streets of the City which interfere with the making of improvement or with travel thereon.

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2. Removal from Private Property. If the Council upon inspection or examination in person or by some qualified person, shall determine with reasonable certainty that any condition as defined in Section 151.05 exists in or upon private property, including the strip between the curb and the lot line of private property, and he/she shall immediately notify by certified mail the owner, occupant or person in charge of such property, to correct such condition within fourteen (14) days of such notification. If such owner, occupant or person (14) days of receipt of notice, the Council may cause the nuisance to be removed and the costs shall be assessed

(Amended by Ordinance No. 592)

# 151.07 COMMUNITY TREE BOARD.

- 1. Purpose. It is the purpose of this section to promote and protect the public health, safety and general welfare of the City of Glenwood, Iowa by establishing a legal community tree board to oversee tree planting and tree maintenance needs of City property, and to promote citizen involvement and education to enhance Glenwood's community tree resources.
- 2. Establishment. There is hereby created and established a City Tree Board of the City of Glenwood, Iowa, which shall consist of five members, who shall be appointed by the Mayor with the approval of the City Council.

Members of the City Tree Board shall serve without compensation.

- 3. Term of Office. The term of the five persons to be appointed by the Mayor shall be three years, except that the term of two of the members appointed to the first board shall be only 2 years. In the event that a vacancy shall occur during the term of any member, his or her successor shall be appointed for the unexpired portion of the term.
- 4. Duties and Responsibilities. It shall be the responsibility of the board to study, investigate, counsel, and develop a written plan for the care, preservation, trimming, planting, replanting, removal or disposition of trees in public areas. Such a plan will be presented to the City Council and upon its acceptance and approval shall constitute the official comprehensive tree plan for the City of Glenwood, Iowa. The board shall review annually and update if needed the comprehensive tree plan. The board, when

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TREES

requested by the City Council, shall consider, investigate, make findings, report and recommend upon any special matter of question within the scope of its work.

5. Operation. The board shall choose its own officers, make rules and regulations, and keep a journal of its proceedings. A majority of the members shall be a quorum for the transaction of business.

(Section 151.07 added by Ordinance No. 599)

[The next page is 585]

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Owner:	City of	Glenwood		Owner	's Project No.:		-
Engineer:	EAGL	EAGLE ENGINEERING GROUP			Engineer's Project No.:		23-37
Contractor:	-		cavation, LLC	Contra	ctor's Project No	o.:	-
Project:		·····	inage Improvements				
Contract:	Chestn	ut Street Drai	inage Improvements,	, Glenwood,	lowa		
<b>Application</b>	n No.: 1 Application				5/20/2025		
Application	Period:	From	4/14/2025	_ to	5/20/2025		
1. Or	iginal Cor	ntract Price				\$	85,243.00
		by Change O	rders			\$	-
3. Cu	rrent Cor	ntract Price (L	ine 1 + Line 2)			\$	85,243.00
4. To	tal Work	completed ar	nd materials stored to	o date			
(St	um of Col	umn G Lump	Sum Total and Colun	nn J Unit Prid	e Total)	\$	76,142.00
5. Re	tainage						
ć	a5%	X \$	76,142.00 Work Co			\$	3,807.10
	b. <u>5%</u>	X \$	- Stored N	/laterials		\$	<u>-</u>
			e 5.a + Line 5.b)			\$	3,807.10
			(Line 4 - Line 5.c)			\$	72,334.90
			(Line 6 from prior ap	plication)		\$ \$ \$ \$	-
8. Amount due this application						\$	72,334.90
9. Ba	lance to t	finish, includi	ng retainage (Line 3 -	· Line 4)		5	9,101.00
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	100%	2,500.00		2,500.00	1.00	2,500.00	2,500.00	LS	1.00	SURFACE RESTORATION	
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(2,250.00)	136%	8,500.00	_		170.00		50.00	TON	125.00 TON	PLACE TYPE B RIP RAP INCLUDING FABRIC	22 PL/
1,300.00		3,700.00	•		185.00	5,000.00	20.00	Q	250.00	PROVIDE AND PLACE FILL MATERIAL	
•		4,500.00	-	,	1.00	4,500.00	4,500.00	ΕA	1.00	NSTALL PERMANENT ROAD CLOSURE STRUCTURE, IOWA DOT	L
•		1,500.00	-	1	1.00		1,500.00	ΕA	1.00 EA	CONNECT TO EXG. STORM SEWER MANHOLE	
(470.00)		1,410.00	-		3.00		470.00	EA	2.00 EA	CONSTRUCT 12"DIA. HDPE 30 DEG BEND	18 CO
•		2,500.00			1.00	2,500.00	2,500.00	EA	1.00 EA	CONSTRUCT NYLOPLAST 18"DRAIN BASIN	
-	ш	7,000.00		7,000.00	2.00	7,000.00	3,500.00	EA	2.00	CONSTRUCT NYLOPLAST 2'x2' CURB INLET STRUCTURE	
7,200.00	0%	•			•	7,200.00	1,200.00	ÉA	6.00	INSTALL 8"DIA. HELICAL PEIRS W/ 2 3/8" DIA. CENTER PIPING -	15 INS
•	100%	8,670.00	4	8,670.00	170.00	8	51.00	ᄕ	170.00	CONSTRUCT 12" HDPE STORM SEWER	14 CO
650.00							10.00	ŞF	65.00	CONSTRUCT 4-INCH CONCRETE SIDEWALK	13 CO
(1,264.00)		15,010.00	1	15	95.00	13	158.00		87.00	CONSTRUCT 8-INCH CONCRETE PAVEMENT (TYPE L65)	12 CO
		900.00	-		1.00		900.00	LS	1.00	REMOVE GUARDRAIL	
	100%	2,700.00			3.00		900.00	EA	3.00 EA	CLEARING AND GRUBBING TREES OVER 9" TO 18" DIAMETER	10 CLI
,		1,500.00	_	1,500.00	1.00		1,500.00	LS	1.00 LS	CLEARING AND GRUBBING - GENERAL	9 CLI
875.00					-	875.00	35.00	CY	25.00 CY	EXCAVATION OF UNSUITABLE MATERIAL OR DEBRIS	8 EX
	1	990.00		990.00	165.00	990.00	6.00	L.	165.00 LF	SAW CUT - FULL DEPTH	7 SA
195.00					-		3.00	SF	65.00 SF	REMOVE SIDEWALK	6 RE
(135.00)		2,565.00	-	2,565.00	95.00	2,430.00	27.00	SY	90.00 SY	REMOVE PAVEMENT	5 RE
-		1,625.00	-	1	25.00	]	65.00	듀	25.00 LF	REMOVE & RESET 4" WOOD PRIVACY FENCE	4 RE
	ĺ	500.00			1.00		500.00	EA	1.00 EA	REMOVE 1'x6" TRENCH GRATE INLET	3 RE
		1,500.00			1.00		1,500.00	LS	1.00	RAFFIC CONTROL / BARRICADES / WARNING SIGNS	2 TR.
1	100%	5,272.00	-	5,272.00	1.00	5,272.00	5,272.00	rs	1.00 LS	SITE PREPARATION / MOBILIZATION	1 SIT
	Jugar					Original Contract	Origi				
(\$)	(%)	(\$)	(\$)	(\$)	the Work	(\$)	(\$)	Units	Item Quantity	Description	No.
ن		(H++)	Stored (not in G)	(E X G)	Incorporated in	(CXE)	Unit Price				Bid Item
Balance to Finish (F	Value of Item	and Materials Stored to Date	Value of Work  Completed to Date   Materials Currently	Value of Work Completed to Date	Estimated Quantity	Value of Bid Item					
	% of	Work Completed									
				Work Completed	Work Co		Contract Information	Contract			
	K	_	-	н	6	F	E	D	C	55	Þ
05/20/25	Application Date:	Applica				05/20/25	ť	04/14/25	From	.: 1 Application Period:	Application No.:
									ا	Chestnut Street Drainage Improvements, Glenwood, Iowa	Contract:
										Chestnut Street Drainage Improvements	Project:
	No.:	Contractor's Project No.:								United Utilities & Excavation, LLC	Contractor:
23-37	ō.:	Engineer's Project No.:								EAGLE ENGINEERING GROUP	Engineer:
	:.	Owner's Project No.:								City of Glenwood	Owner:

Progress Estimate - Unit Price Work

<b>Progress Estir</b>	Progress Estimate - Unit Price Work								Contractor's Application for Payment	plication	for Payment
Owner:	City of Glenwood								Owner's Project No.:		
Engineer:	EAGLE ENGINEERING GROUP								Engineer's Project No.:	6	23-37
Contractor:	United Utilities & Excavation, LLC							•	Contractor's Project No.:	No.:	
Project:	Chestnut Street Drainage Improvements							'			
Contract:	Chestnut Street Drainage Improvements, Glenwood, Iowa	EWI						' '			
Application No.:	1 Application Period:	From	04/14/25	៩	05/20/25	I			Applic	Application Date:	05/20/25
Α	8	C	D	В	Ŧ	6	<b>±</b>	_	_	~	-
			Contract	Contract Information		Work Co	mpleted	,			
					•	Estimated	Value of Work		Work Completed	% of Value of	
D					Value of Bid Item		Completed to Date	Completed to Date   Materials Currently			Balance to Finish (F
No.	Description	Item Quantity	Units	(\$)	(S)	the Work	(S)	3(\$)	(S)	(%)	(S)
				Cha	Change Orders						
1 CONC	CONCRETE BAGS FOR STABILIZATION		EA	26.00					-		-
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			Ch;	Change Order Totals \$	\$ .		\$ -	\$	\$ -		\$
				Original Control	thank Change						
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		•		Floject lotais	00,243,00		\$ /6,142.00		> /6,142.00	89% \$	\$ 9,101.00

#### **Ordinance No.935**

An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Glenwood, Iowa

Be it ordained by the City Council of the City of Glenwood, Iowa, as follows:

### NATURAL GAS FRANCHISE

### FRANCHISE GRANTED

The City of Glenwood, Iowa (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over, above or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, poles, communication devices, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

### **TERM**

The rights and privileges granted hereunder shall remain in effect for a period of fifteen (15) years from the effective date of this Ordinance and for an additional ten (10) years thereafter unless Grantor provides written notice as provided herein to Grantee at least one hundred and eighty (180) days prior to the expiration of the initial term.

### **GOVERNING RULES AND REGULATIONS**

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and

jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

### PROVISION FOR INADEQUATE ENERGY SUPPLIES

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

#### CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

### **EXTENSION OF GRANTEE'S FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Iowa Utilities Board make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

### RELOCATION OF GRANTEE'S FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

### **CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

### **FORCE MAJEURE**

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires,

freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

### **HOLD HARMLESS**

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

### **SUCCESSORS AND ASSIGNS**

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

### NO THIRD PARTY BENEFICIARIES

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

#### **SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

### **NON WAIVER**

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

### REPEAL CONFLICTING ORDINANCES

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby

repealed. Ordinance No. 654 of the City of Glenwood, Iowa, is hereby repealed as of the effective date hereof.

### EFFECT AND INTERPRETATION OF ORDINANCE

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

### EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee's acceptance by written instrument, within sixty (60) days of passage by the city council, and filing with the Clerk of the City of Glenwood, Iowa. The Clerk of the City of Glenwood, Iowa shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the city council of the City of Glandson, 20	lenwood, Iowa, this day of
Attest:	Mayor
Clerk of City of Glenwood, Iowa	

### **RESOLUTION NO. 3718**

### DISPENSING WITH THE SPECIAL ELECTION REQUIREMENT ON THE MATTER OF GRANTING A GAS FRANCHISE TO BLACK HILLS/IOWA GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY

WHEREAS, The City Council of the City of **Glenwood**, Iowa (hereafter referred to as "City") on the 27th day May, 2025 passed Ordinance No. 935, entitled: "An Ordinance granting Black Hills/Iowa Gas Utility Company, LLC d/b/a Black Hills Energy, a Delaware limited liability corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City; and

WHEREAS, under the laws of the State of Iowa any gas franchise granted by the City, shall be effective if submitted to the voters of said City in an election, or if the City Council dispenses with such election requirement, if no petition is filed by voters of said City in accordance with section 362.4 of the Iowa Code; and

WHEREAS, the City Council was elected to represent the residents of the City and the City has not received a petition requesting the issue be placed on the ballot; and

WHEREAS, the City has studied the franchise and matters concerning the operations of Black Hills Energy, and finds there are no compelling reasons to submit the franchise renewal to the electorate;

WHEREAS, Black Hills Energy has not at any time sought approval of the franchise ordinance by the way of an election, and instead desires that the Council dispense with any elections related to the passage or approval of its natural gas franchise;

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby dispenses with the franchise renewal election requirement under section 364.2 of the Iowa Code;

RESOLVED FURTHER, that the City Council hereby declares that Ordinance No. 935 shall be effective fourteen (14) days after the date this Resolution is Passed and Approved, unless a petition is filed in accordance with section 362.4 of the Iowa Code, and prior to such effective date;

RESOLVED FURTHER, that in connection with the resolutions set forth above, the members of the Council and the City Clerk be, and each of them hereby is, empowered, authorized and directed to execute and deliver any and all documents and instruments and to take such actions as such persons may deem necessary or appropriate in their sole discretion, and all actions taken in furtherance of the foregoing resolutions are hereby ratified, approved, and adopted as the acts and deeds of the Council.

PASSED AND APPROVED, this 27th day of May, 2025.

	Mayor
ATTEST: City Clerk	
(CITY SEAL)	



### MINER'S TREE SERVICE 712-621-4847

Date: May 15,2028-INVOICE# Estimate # 5000-

1286 Huy 34 Emerson. IA 515-33

justin\_miner@hotmail.com

	justin_miner@hotmall.com	AMOUNT
DESCRIPTION	QTY 0 1 4 4 81800	
Flenwood	Cut and Drop I cotton word \$1800  OF  Cut and have I cotton word \$5000  Cut and have /gread stay. \$6000  OF  Cut and have /gread stay. \$6000  OF  Cut and have /gread stay.  Have every they around the off  \$7000	
	TOTAL TAX	

Thank You For Business !!



**QUOTE** 

City of Glenwood

**Date** 

May 22, 2025

**Expiry** 

Jun 21, 2025

JM Tree Service 53217 230th St Glenwood, IA 51534 712-326-4299

**Quote Number** 

QU-0005

### **Glenwood Park**

Attn: Ron Mattox

Description		Amount USD
Cottonwood Tree & Pile Removal		6,000.00
	Subtotal	6,000.00
	TOTAL TAX	0.00
	TOTAL USD	6,000.00

Kanesville Valley
19390 Grand Avenue | Council Bluffs, Iowa 51503 712-242-7555 | kanesvillevally@gmail.com | kanesvillevally.com

RECIPIENT:

### **City of Glenwood**

5 North Vine Street Glenwood, Iowa 51534

Phone: 7123105243

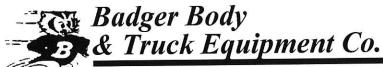
Quote #128	
Sent on	May 19, 2025
Total	\$5,000.00

Product/Service	Description	Qty.	Unit Price	Total
Tree Removal	Tree TakeDown WITH wood removal Tree will be and taken down to ground level as close to grade as possible all wood (except sawdust) will be removed from site.	1	\$5,000.00	\$5,000.00

\$5,000.00 **Total** 

This quote is valid for the next 30 days, after which values may be subject to change.

### **SALES QUOTATION / ORDER**



6336 GROVER STREET, OMAHA, NEBRASKA 68106 - (402) 558-5300 - NEBR. TOLL FREE (800) 642-9325

To:	Dublic Works	Ship To:			Date: 5/20/2025
City of Glenwood I 502 Nuckolls Stree					
Glenwood IA	51534				
Phone Nur		Customer Contact		Sales Rep Na	ame
(712) 52		Jamey Clark publicworks@cityofglenwood.org		Bob.M	P)
PO Num		Shipping Method		Payment Te	rms
		Install/ Customer Pickup		25% down/C	OD
Delivery Date	Approx 2 weeks from	n date of order		,	
Truck Info		ew Cab SRW 56" CA Gas			
Deposit					
Item		Description	Quantity	Unit Price	Extension
TOM G2-60-1342 TP 38	Tommy Gate G2	2 Series Steel Platform	1		\$5,398.00
	55" W x 38" D v	w/4" taper 1,300 lb Capacity			
	Enclosed Pump	and Motor			
	Enclosed toggle	switch w/auto shut down feature			
TOM T-285	T-285 mounting	brackets	1		
TOM 017920		nckup Relocation Kit	1		
BUY 851660		325" Tall Matte Black Heavy-Duty Steel GuardDogg	1		
		rable 15-gauge steel and powder coated to prevent corrosion.			
	All installed.				
	*This application	positions the liftgate up to 5" rearward to accommodate the			
	factory hitch. A f	iller strip is included in the mounting kit to bridge the gap.			
Received By:		Date:	<del>                                     </del>		
I hereby authorize the	above work to be done. You	u and your employees may operate above	T.		<b>#</b> 700.00
vehicle for purposes of t	esting, inspection of delivery hicle or articles left in vehicl trol. Lagree to payments to	u and your employees may operate above at my risk. You will not be held responsible e in case of fire, theft, accident or any other rms and dollar amounts stated in contract.	Subto	tal	\$5,398.00
		AND THE ABOVE TERMS.	Sales T	ax	EXEMPT
		Date: TOTAL OR	DER AM	TNUC	\$5,398.00
numbrized by:					

### **SALES QUOTATION / ORDER**



6336 GROVER STREET, OMAHA, NEBRASKA 68106 - (402) 558-5300 - NEBR. TOLL FREE (800) 642-9325

To:		Ship To:			Date: 5/20/2025
City of Glenwood				_	
502 Nuckolls Stree	Page 10 Page 10		-		
Glenwood IA	51534	Customer Contact		Sales Rep Na	ime
Phone Nur				Bob.M	
712-527 PO Num		Jamey Clark publicworks@cityoffglewood.org Shipping Method		Payment Te	rms
PO Num	bei	Install/ Customer Pickup		25% down/C	
Dalisans Data					$\overline{}$
Delivery Date Truck Info	Approx 3 to 4 weeks	trom date of order ew Cab SRW 56" CA Gas			
Deposit	2023 Fold F-230 CR	w Cab Skw 30 CA Gas			
Item	1	Description	Quantity	Unit Price	Extension
TOM G2-60-1342 EA38	Tommy Gate G2	Series Aluminum Platform	1		\$6,379.00
1011 02 00 13 12 27 130		v/4" taper 1,300 lb Capacity			
	Enclosed toggle	switch w/auto shut down feature			
	Enclosed Pump				
TOM 017920		ckup Relocation Kit	1		
TOM T-285	Mounting Brack		1		
BUY 851660		5.00-inch Tall Matte Black Heavy-Duty Steel GuardDogg	1		
		rable 15-gauge steel and powder coated to prevent corrosion.			
	All installed.				
	-				
Received By:		Date:			
	have work to be done. Vo.	and your employees may operate ahove			
vehicle for purposes of te for loss or damage to vehicle for loss or damage to vehicle for purposes of the for loss or damage to vehicle for the form of the form	esting, inspection or delivery nicle or articles left in vehicle	and your employees may operate above at my risk. You will not be held responsible in case of fire, theft, accident or any other ms and dollar amounts stated in contract.	Subto	tal	\$6,379.00
		ND THE ABOVE TERMS.	Sales T	ax	EXEMPT
		Date: TOTAL OR	DER AMO	TNUC	\$6,379.00

Sidewalk and Driveway Approach Application/Permi	City of Glenwood, IA
Receipt #: 41173 Date: Permit Fee: \$50 Building Permit #:	5925 Office Use 3315
1. Owner/Applicant: Tedd Beaudy  2. Applicant's Address: 507 S HGZe V St	Home Phone: 112 - 355 - 236 Work Phone:
3. Sidewalk/Driveway Address: Same 4. Legal Description: LOT BLK ADDITION	Cell Phone: Zone:  MAY 0 9 2025
Removal New Reconstruction  5. Sidewalk Length 12 Ft Driveway Width  6. Date of Commencement: Estimated Date of Completion:	Handicap Ramp Required Dol Cosy
7. Contractor:  Contractor's Address:	Work Phone:
8. All persons performing work in City street or street right-of-way shall be qualified in replacing street paving and curb & gutter.	and have adequate experience
9. A FINAL INSPECTION MUST TAKE PLACE BY A STREET DEPARTMENT EN PLACEMENT OF CONCRETE FOR STREET PAVEMENT, CURB AND GUTTER APPROACHES. ALL MATERIALS MUST BE APPROVED BY THE CITY.  10. Sidewalks shall be on all street lines of said property. Email: 13000000000000000000000000000000000000	, SIDEWALK OR DRIVEWAY
11. I have received a copy of the Aty of Glenwood sidewalk regulations. Yes	□ No
Signature of Applicant: Please allow approximately seven (7) days for processing this appl	Date: 5-9-25
Voluntary Residential Sidewalk Program/Administrative Sidewalk Policy for Busi	
1. City contribution shall be for the concrete cost only, subject to available funds.	
2. Location of the sidewalk must accompany this application.	
3. Sidewalk shall be constructed in compliance with the City Ordinance governing sidewalk con	nstruction or by approval of the
Public Works Director and/or the Zoning Administrator.	201
4. Applicant must certify to the Public Works Director and/or the Zoning Administrator the act	rual cost of the concrete for the
improved sidewalk before funds are disbursed to the property owner.	
5. Public Works Director and/or Zoning Administrator must approve this application before significant contribution shall not exceed 50% of the total cost of the concrete with a maximum.	dewalk construction may begin.
6. Reimbursement made to: Toda Beaudry	in of \$250.00 per applicant.)
Sidewalk Concrete Cost: Estimate: Actual: 472.90 City Contribution: Estimated: Actual: 336.45 BEGIN sidewalk construction: Approved Disapproved By Tim Web CITY COUNCIL: Date Approved Disapproved Mayor	et Date: <u>5-9-25</u>
Project Must be Completed By:	
(Applicants must have work completed and the request for a final inspection by the I Planning Administrator within sixty (60) days from the date of approval by the City FINAL INSPECTION: On this date $5 \cdot 16 - 25$ I have inspected the sidewall Approved Disapproved the construction and disbursement of funds for sa SIGNED: DATE: $5 \cdot 19 - 25$	Council or the permit is void.) k as proposed herein and
Certificate of Approval	STORICAL MANAGEMENT CONTROL CO
City Zoning Administrator On this date 5 9 25. I recommend this application be Approved Disapprov of the following:  Signature of Zoning Administrator:	ed subject to or by reason

Schewalt project 4201 & Sienstra Bearing Rep becker \* To You 9 lenuson H60 SP



### FW: READY MIXED CONCRETE Receipt

1 message

sandra beaudry <moonflower29@msn.com>
To: buckshot260@gmail.com <buckshot260@gmail.com>

Thu, May 15, 2025 at 7:38 AM

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: #02 READY MIXED CONCRETE <no-reply@mail.alliantpay.com>

Date: 5/14/25 3:07 PM (GMT-06:00) To: MOONFLOWER29@MSN.COM

Subject: READY MIXED CONCRETE Receipt



# Transaction Receipt

Merchant Name

#02 READY MIXED CONCRETE

Card Number	****2872
Expiry Date	09/2026
Card Type	Discover
Name on Card	SANDRA L BEAUDRY
Amount	\$472.90
Company Name	TODD BEAUDRY
Invoice Number	20150
Туре	Charge
Date	05/14/2025
Status	Approved
Auth Code	01450P
AVS Result	Address: Match & 5 Digit Zip:
	Match
CVV Result	Match
<b>Total Amount</b>	\$472.90

### GLENWOOD POLICE DEPARTMENT'S STANDARD OPERATING PROCEDURE

**Department Vehicles** Chapter 31: Issue Date: April 7th, 2018 Review Date: October 28th, 2024 October 28th, 2024 Revision Date: Authorized by: Chief Eric Johansen Purpose This chapter outlines the policies and procedures pertaining to the Departments Drivers Safety Program. **Policy** Section 1: Drivers Safety Program A. The Glenwood Police will host an ongoing Drivers Safety Program, which will be taught by the Departments ILEA Certified Driving Instructor to the public, for a fee set forth by resolution of the City Council. B. Anyone participating in the class must have a valid driver's license, be in good standing with the lowa DOT, present a valid insurance card, and have access to use a vehicle that will pass a minimum safety inspection. C. The Certified Driving Instructor will develop and have a designated lesson plan which will include both classroom and practical application. D. The City of Glenwood, The Glenwood Police Department, gives no guarantees of insurance discounts for taking this course. Procedure Section 1: Registration A. Any individual 16years of age or older, that possesses a valid driver's license, and insurance is eligible to register for this Class. Registrants must possess a vehicle capable of passing a safety inspection to complete the practical part of the class.

Class size will be limited to eight registrants. The instructor will set a date and time for the class.

В.

### GLENWOOD POLICE DEPARTMENT'S STANDARD OPERATING PROCEDURE

Chapter 31: Department Vehicles

Issue Date: April 7th, 2018
Review Date: October 28<sup>th</sup>, 2024
Revision Date: October 28<sup>th</sup> , 2024
Authorized by: Chief Eric Johansen

### Section 2: Certificate

- A. Upon satisfactory completion of the class, the Instructor will issue a certificate of completion
- B. If a registrant were to not perform satisfactorily in classroom and/or on the practical portions of the class this will be addressed by the instructor and documentation created as to why they did not pass and whether they are eligible to sign up for the class again

### **Resolution 3719**

### RESOLUTION SETTING RATES AND SERVICES FOR THE CITY OF GLENWOOD, IOWA

NOW, THEREFORE, be it resolved that the City Council of the City of Glenwood, Iowa hereby sets the following fee

Glenwood Police Department				
Program Rate/Class Effective Date				
Drivers Safety	\$100.00	05/27/2025		

DULY PASSED AND APPROVED THI	S 27TH DAY OF MAY, 2025.	
	Mayor, Angela Winquist	_
ATTEST:		
City Clerk, Dannielle Arnold		



Ahlers & Cooney, P.C. Attorneys at Law

100 Court Avenue, Suite 600 Des Moines, Iowa 50309-2231 Phone: 515-243-7611 Fax: 515-243-2149

Maria E. Brownell 515.246.0322 mbrownell@ahlerslaw.com

www.ahlerslaw.com

May 22, 2025

#### Via E-Mail

Mitch Kolf City Administrator City of Glenwood 5 N Vine Street Glenwood, IA 51534 cityadmin@cityofglenwood.org

RE: City of Glenwood – Construction Dispute – City Pool

Dear Mitch:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent the City of Glenwood, Iowa, acting by and through its City Council (the "City") in connection with a construction dispute related to the City pool. This engagement will involve advising the City in connection with the contracts associated with the pool, representing the City in any litigation related to the dispute concerning the contracts, and providing the necessary related legal services upon request of the City.

### ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the City will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the City's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the above-described services have been completed and our final invoice has been paid.

### **FEES**

Bradley Beaman and Logan S. Brundage, will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. My current hourly rate is \$310, Bradley Beaman's currently hourly rate is \$320, and Logan Brundage's currently hourly rate is \$230. Work performed by other attorneys will be billed at their current

hourly rate (currently ranging from \$210-\$525 per hour). Work by legal assistants is currently billed at \$155-\$165 per hour. Our rates are generally adjusted on an annual basis, as of January 1st of each year.

It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the City terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the City for the services rendered as of the date of termination based on the hourly rates of those who provided services.

### **RECORDS**

At the City's request, any documents furnished by the City will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

### **APPROVAL**

Please carefully review the terms and conditions of this Agreement. If these arrangements are acceptable with you, please present this letter to the City Council for approval, and then sign one copy of this letter and return it to me by email or by U.S. mail. Please retain the original for your file.

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the City and we look forward to working with you on this matter.

Very truly yours,

AHLERS & COONEY, P.C.

María E. Brownell

Maria E. Brownell

Accepted:			
City Council of Glenwood, Iowa*			
By	Date:		
*Approved by action of the City Council on		, 2025.	

May 22, 2025 Page 3



Date: 5/27/2025

To: Mayor and Council

From: Mitch Kolf, City Administrator

**RE:** Pool Committee Proposal

The mayor and I would like to propose the creation of a Pool Committee. The purpose of the committee would be to advise the city council and staff on proposed repairs, plans, costs, financing, and other documents related to solving the issues with water loss at the pool. The committee would not have any decision making authority, it would be completely advisory in nature. The committee would be appointed by the mayor and made up of community members with expertise in pools, construction, engineering, or other business and community expertise.

I ask for a motion to approve creation of a pool committee and authorize the Mayor to appoint qualified community members to the committee to advise the city council and staff on proposed repairs, plans, costs, financing, and other documents related to solving the issues with water loss at the pool.



Good news Glenwood kids! The SWITA Summer Fun Bus will be offering excursion trips to the Malvern Pool on Tuesdays and Thursdays this Summer. Trips will depart from the Glenwood Middle School at 1:00 p.m. and return at 4:00 p.m.

Riders must be registered as Summer Fun Bus riders and we appreciate a days' notice of intention to ride. Cost is \$5 round-trip or no cost to SWITA Summer Fun Bus Unlimited Pass holders. Does not include pool entry cost.

These trips will only continue to be offered if there is ridership.

#### **RESOLUTION 3717**

## 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 Full-Time			
Position	Employee	Rate	<b>Effective Date</b>
Street Crewman I	Ethan Fisher	\$22.50/hr	05/19/2025
Deputy Clerk	Nancy Godfrey	\$22.00/hr	05/21/2025

DULY PASSED AND APPROVED THIS 27th DAY OF MAY, 2025

	Mayor	
Attest:	Trialy of	
 City Clerk		

## CITY OF GLENWOOD SPECIAL EVENTS APPLICATION

Dornitt
24231

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:	5/23/25 Fee: \$25.00 Receipt No. $C.C.$	
PLEASE	RETURN TO: City Clerk, 5 N. Vine St, Glenwood, Iowa	
APPLIC	Annicent: Shaun Roses  MAY 2 3 2025  By: By:	
	Applicant: Shaun Rosen  Event: Hillside Hose of Hell	
	Event: Tillsine fose of 11ell	
	Coordinator:	
	Mailing Address: PO Box 308 Glennood A 51534	
	Daytime Phone #: 401-215-4446 Evening Phone #:	
	Email Address: Shaun @SCareiova. Com	
EVENT	INFORMATION	
	Type of Event with general description: Harnted House with live mosic, Normal operations in	f the
	haunted house.	
	Open to Public Private Event	
	Days/Dates of Event: $6/28/25$	
	Time(s) of Event: (Include Set Up/Tear Down Time) 6pm - 11pm (music waste or no later than 9:45pm)	ould stop
	Event Location: 14 Green Strut Glenawood 1A 51534	
FIREWO	<u>ORKS</u>	
	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
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.):
Use of City Park (specify park and attach map of setup): Parade (attach map of route and indicate streets to be closed)
Walk/Run (attach map of route and indicate streets to be closed)
Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft
Other (please specify):
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 <u>Gpn - 10 pm</u>
Location on property where sound equipment will be used Northeast Side

Name of Food Truck		
Location of Food Truck on the Property *Must obtain a Food Truck Permit before ever		
SANITATION/TRASH		
Applicant is responsible for the clean-up of the ever removal from the site.  Will additional restrooms be brought to the site?	•	-
Please name the individual, organization, or contra		
Contact Person:		
Daytime Phone:		
(Event applicant will be invoiced for any additiona		
after an event)		
and the second s		
<b>INSURANCE.</b> Applicant shall obtain and maintain a gen as additional insured using form IL7305 so as not to wa <b>event</b> on <b>public property</b> . For <b>events</b> requiring an <b>alcoh</b> liability insurance policy shall be \$2,000,000 general as occurrence. For all other <b>events</b> held on <b>public property</b> insurance policy will be \$500,000. This application will proper insurance certificate is submitted and approved by	ive Owner's Governmollicense, the minimusgregate, \$1,000,000, the minimum amounot be considered by the City Administrates.	nental Immunity when conducting all amount of coverage in the general personal injury and \$1,000,000 each of coverage for the general liability the Glenwood City Council until the cor.
as additional insured using form IL7305 so as not to wa <b>event</b> on <b>public property</b> . For <b>events</b> requiring an <b>alcoh</b> liability insurance policy shall be \$2,000,000 general as occurrence. For all other <b>events</b> held on <b>public property</b> insurance policy will be \$500,000. This application will	ive Owner's Governmollicense, the minimusgregate, \$1,000,000, the minimum amounot be considered by the City Administrates.	nental Immunity when conducting all amount of coverage in the general personal injury and \$1,000,000 each of coverage for the general liability the Glenwood City Council until the cor.
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as additional insured using form IL7305 so as not to wa event on public property. For events requiring an alcoholiability insurance policy shall be \$2,000,000 general as occurrence. For all other events held on public property insurance policy will be \$500,000. This application will proper insurance certificate is submitted and approved beCertificate of Insurance provided and access	ive Owner's Governmol license, the minimus gregate, \$1,000,000 y, the minimum amou not be considered by the City Administrate pted Cert	nental Immunity when conducting a um amount of coverage in the general personal injury and \$1,000,000 each of coverage for the general liability the Glenwood City Council until the cor.

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, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Glenwood, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Glenwood, lowa, 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:

DLICE DEPARTMENT		
Signature:		Date:
Recommended Conditions		
•		
RE DEPARTMENT Signature:		Date:
Recommended Conditions	:	
Signature:		Date:
Recommended Conditions		
RKS DEPARTMENT		Date:
Recommended Conditions	:	
HER		
Signature:	Programming the state of the st	Date:
Recommended Conditions	:	
	ENDANABLUS ALLES AND	
patch nouned		Date:
	CITY COUNCIL APPE	
		Approved: Denied:
ayor	Date	



### SECURA Insurance Company

### COMMERCIAL PROTECTION POLICY **Common Policy**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003372252-2

RENEWAL OF 20-CP-003372252-1

**ACCOUNT NUMBER: 7624970** 

NAMED INSURED AND MAILING ADDRESS

CREATIVE ENTERTAINMENT LLC

DBA: HILLSIDE HOUSE OF HELL 12106 S 178TH ST

GRETNA, NE 68028

AGENCY AND MAILING ADDRESS

370026

LEAVITT RECREATION & HOSPITALITY INS 942 14TH ST STURGIS, SD 57785

(605) 423-4333

POLICY PERIOD: FROM 08/26/2024 TO 08/26/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS:

Limited Liability Company (LLC)

BUSINESS DESCRIPTION: Haunted House

PROGRAM: Select Markets

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED.THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT		
		PREMIUM
COMMERCIAL PROPERTY	\$	Not Covered
COMMERCIAL GENERAL LIABILITY	\$	2,790
COMMERCIAL CRIME AND FIDELITY	\$	Not Covered
COMMERCIAL INLAND MARINE	\$	Not Covered
EMPLOYMENT PRACTICES LIABILITY	\$	Not Covered
CYBER SECURITY	\$	236
ESTIMATED POLICY PREMIUM	\$	3,026
ESTIMATED POLICY TOTAL	\$	3,026.00

This is not a bill - Invoice to follow.



SECURA Insurance Company

### COMMERCIAL PROTECTION POLICY Commercial General Liability Coverage Part

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003372252-2

RENEWAL OF 20-CP-003372252-1

**ACCOUNT NUMBER: 7624970** 

NAMED INSURED AND MAILING ADDRESS

CREATIVE ENTERTAINMENT LLC DBA: HILLSIDE HOUSE OF HELL

12106 S 178TH ST GRETNA, NE 68028

AGENCY AND MAILING ADDRESS

370026

LEAVITT RECREATION & HOSPITALITY INS 942 14TH ST STURGIS, SD 57785

(605) 423-4333

POLICY PERIOD: FROM 08/26/2024 TO 08/26/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**COMMERCIAL GENERAL LIABILITY COVERAGE** 

LIMITS OF INSURANCE				
GENERAL AGGREGATE LIMIT	\$2,000,000			
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000			
PERSONAL INJURY & ADVERTISING INJURY LIMIT	\$1,000,000			
EACH OCCURRENCE LIMIT	\$1,000,000			
DAMAGE TO PREMISES RENTED TO YOU LIMIT	\$100,000	ANY ONE PREMISES		
MEDICAL EXPENSE LIMIT	EXCLUDED	ANY ONE PERSON		

ALL PREMISES YOU OWN, RENT OR OCCUPY:								
LOC	ADDRESS							
1	114 Green St, Glenwood, IA 51534							

### SECURA Insurance Company

### **COMMERCIAL PROTECTION POLICY**

### Commercial General Liability Coverage Part RENEWAL DECLARATIONS

POLICY NO. 20-CP-003372252-2

INSURED: CREATIVE ENTERTAINMENT LLC

**EFFECTIVE DATE: 08/26/2024** 

AGENCY: LEAVITT RECREATION &

	POLICY OPTIONAL COVER	RAGES
COVERAGE	LIMIT	FORM
General Liability Wrap	View Form	CGT 1000
Elite Additional Insured	View Form	CGE 1037
Wrap		
Employment- Related	View Form	CG2147
Practices Exclusion		
Amendment Of Insured	View Form	CG2426
Contract Definition		
Limitation Of Coverage To	View Form	CG2144
Designated Premises Or		
Project		
Exclusion Fungi or Bacteria	View Form	CG2167
Communicable Disease	View Form	CG2132
Exclusion		•
Contractual Liability	View Form	CG2139
Limitation		
Exclusion - Unmanned	View Form	CG2109
Aircraft		
Exclusion - Participants Of	View Form	ILE 4003
Scheduled Contests,		
Exhibitions, Or Events		
Exclusion - Liquor Liability		SGE 2103
Exclusion - Amusement	View Form	SGE 2106
Devices		
Exclusion - Assault or	View Form	SGE 2104
Battery		
Exclusion - Fireworks	View Form	SGE 2105
Exclusion - Trampolines	View Form	SGE 2107
Exclusion - Aggressive	View Form	SGE 2136
Animals		
Excess Provision	View Form	SGE 2401
Exclusion - Specified Sports and Stunts	View Form	SGE 2108
Abuse Or Molestation	View Form	CG2146
Exclusion		
Exclusion - Coverage C -	View Form	CG2135
Medical Payments		

CGD 0001 2305



### **SECURA Insurance Company**

### **COMMERCIAL PROTECTION POLICY**

### **Cyber Security Coverage Part**

RENEWAL DECLARATIONS

POLICY NO. 20-CP-003372252-2

RENEWAL OF20-CP-003372252-1

ACCOUNT NUMBER: 7624970

NAMED INSURED AND MAILING ADDRESS

CREATIVE ENTERTAINMENT LLC
DBA: HILLSIDE HOUSE OF HELL

12106 S 178TH ST GRETNA, NE 68028 AGENCY AND MAILING ADDRESS

370026

LEAVITT RECREATION & HOSPITALITY INS 942 14TH ST

STURGIS, SD 57785

(605) 423-4333

POLICY PERIOD: FROM 08/26/2024 TO 08/26/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

THE NAMED INSURED IS: Limited Liability Company (LLC)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

**CYBER SECURITY COVERAGE PART - Cyber Suite** 

	<del>~ </del>					
LIMITS OF INSURANCE						
First Party Annual Aggregate Limit	\$	50,000				
Third Party Annual Aggregate Limit	\$	50,000				
Cyber Security Deductible – Per Occurrence	\$	1,000				

THIS INSURANCE PROVIDES SOME CLAIMS-MADE COVERAGE. DEFENSE COSTS APPLY AGAINST THE LIMITS OF INSURANCE AND ARE SUBJECT TO THE DEDUCTIBLE. PLEASE READ THE ENTIRE FORM CAREFULLY.

FIRST PART	Y COVERAGES		
DATA COMPROMISE RESPONSE EXPENSES		Included	
Sublimits Per Occurrence			
Public Relations	\$	10,000	
Reputational Harm	\$	10,000	
COMPUTER ATTACK		Included	
Sublimit Per Occurrence			
Public Relations	\$	10,000	
CYBER EXTORTION		Included	
Sublimit Per Occurrence	\$	10,000	
MISDIRECTED PAYMENT FRAUD		Included	
Sublimit Per Occurrence	\$	10,000	



### **COMMERCIAL LINES INSURANCE PROVISIONS**

This information page with "Policy Provisions" completes the below numbered

Company: SECURA Insurance Company

Policy Number: 20-CP-003372252-2

Account Number: 7624970

Renewal of: 20-CP-003372252-1

Named Insured and Mailing Address

Producer and Mailing Address

CREATIVE ENTERTAINMENT LLC

DBA: HILLSIDE HOUSE OF HELL

12106 S 178TH ST GRETNA, NE 68028

LEAVITT RECREATION & HOSPITALITY INS 942 14TH ST STURGIS, SD 57785

### **OFFICER SIGNATURE PAGE**

In Witness Whereof, we have caused this policy to be executed and attested. If required by statute, it is countersigned by our authorized representative.

Dead Payer

Secretary

President and CEO

South Wicinsty



SECURA Insurance Company

### COMMERCIAL PROTECTION POLICY

FORM SCHEDULE

POLICY NO. 20-CP-003372252-2

RENEWAL OF 20-CP-003372252-1

**ACCOUNT NUMBER: 7624970** 

NAMED INSURED AND MAILING ADDRESS

CREATIVE ENTERTAINMENT LLC DBA: HILLSIDE HOUSE OF HELL

12106 S 178TH ST GRETNA, NE 68028

AGENCY AND MAILING ADDRESS

370026

LEAVITT RECREATION & HOSPITALITY INS 942 14TH ST STURGIS, SD 57785

(605) 423-4333

POLICY PERIOD: FROM 08/26/2024 TO 08/26/2025 AT 12:01 AM STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE.

NOTE: IF NO ENTRY APPEARS ON THE FOLLOWING ENDORSEMENTS, INFORMATION REQUIRED TO COMPLETE THE FORM WILL BE SHOWN ON THE SUPPLEMENTAL FORM DECLARATION IMMEDIATELY FOLLOWING THE APPLICABLE ENDORSEMENT

INTERLINE FORMS		APPLICABLE COVERAGE PARTS
CG 2170 0115	Cap On Losses From Certified Acts of Terrorism	Cyber Security, General Liability
CG 2176 0115	Exclusion of Punitive Damages Related To A Certified Act of Terrorism	Cyber Security, General Liability
CG 2187 0115	Conditional Exclusion Of Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	Cyber Security, General Liability
CG2169 0102	War Or Terrorism Exclusion	Cyber Security, General Liability
IL0017 1198	Common Policy Conditions	Cyber Security, General Liability
IL0021 0908	Nuclear Energy Liability Exclusion Endorsement (Broad Form)	General Liability
ILE 0020 2101	SECURA Insurance Mutual Holding Company Participation Provisions	Cyber Security, General Liability
ILE 0195 1301	Asbestos Exclusion	General Liability
ILE 0196 1301	Lead Liability Exclusion	General Liability
ILE 1002 1910	Company Contact Information - Policyholder Notice	Cyber Security, General Liability
ILE 4000 1204	Liberalization	Cyber Security, General Liability
ILE 4005 1301	Coverage Part Amendatory Endorsement	Cyber Security
ILE 0197 1301	Punitive Damages Exclusion	General Liability
ILE 0465 2402	Two or More Coverage Forms or Policies Issued by us	Cyber Security, General Liability

### STATE OF IOWA

**GAX** 

	BUD	GET F	Υ		General Accounting Expenditure				DOCUMENT NUMBER						₹				
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	20	025				ATE 2/2025				A	CCTG PERIO	DD (mm/yy)				59			
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Customer

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

**Invoice** 

Invoice No. 1453-16

Name	City of Glenwood				Date	5/1	L/2025
Address	City Hall						
	5 N Vine St						
City	Glenwood	State IA	ZIP 51534				
		Descripti	on				TOTAL
		City of Glen	wood				
		19-DRH-0	)18				
	January-April 202	5				\$	16,457.23
	Project Deliverables	s:					
		ring, & Environmental	, File Maintenance, LM Review = 40 units x \$5		\$ 16,457.23		
	_	ent, Project Reporting ew = \$20,000 Infrastru	, File Maintenance, & ucture PD - fully expend	ded	\$ -		
	Infrastructure = 95%	6 Complete to date					
	Housing Constructi	on = 85% Complete to	date				
	Financial Managem = \$7,122.20	ent, Project Reporting	, and File Maintenance	e = Ongoing			
	Environmental Rev	ew = 100% Complete	9/6/2022				
	LMI Compliance Mo	onitoring = 7% Comple	te this invoice period =	\$3,835.03			
	<b>Housing Inspection</b>	= 28% complete this i	nvoice period = \$5,500	.00			
	_		ccupied this invoice pe				
	Total to	Date: 34 of 40 home	s closed and occupied				
					SubTotal	\$	16,457.23
	Other						
	Other						
	Due upen receipt				TOTAL	\$	16,457.23
	Due upon receipt		_		IOIAL	Φ	10,437.23

Thank you for your business! If you have questions call Ashley Hayes, 712-243-4196.

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

May 20, 2025 Job # 2310-5

### City of Glenwood 5 N Vine Street Glenwood, Iowa 51534 Contact – Amber Farnan

### **RE : Downtown Glenwood DTR CDBG Façade Imp. Project Invoice :**

Contracted for architectural services – Per contract dated August 16, 2023. Stipulated fee of not to exceed \$103,117.41. Mortar testing will be an additional amount of up to 7 total \$7,000.00. (\$1,000 per façade).

Billing Period / Time frame : 2/16/2025 - 5/20/2025

### **Statement of Services this period:**

Phase	% coi	npleted					
Schematic / Design Dev. (35%)	0%	=	\$	0.00			
Construction Document Phase (45%)	0%	=	\$	0.00			
Procurement & Const. Phase (20%)	30%	=	\$	6,187.05			
Total project invoiced to date			\$	6,187.05			
Reimbursables:							
Structural Report for 14 North Walnut (	\$	3,500.00					
Total due upon receipt :	\$	9,687.05					
Total Amount of Project complete and invoiced:							

Schematic / Design Phase (35%)	100%	=	\$36,091.10
Construction Document Phase (45%)	100%	=	\$46,402.81
Procurement & Const. Phase (20%)	30%	=	\$ 6,187.05
Total project invoiced to date			\$88,680.96

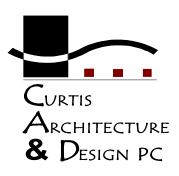
### **Total Project breakdown per contract:**

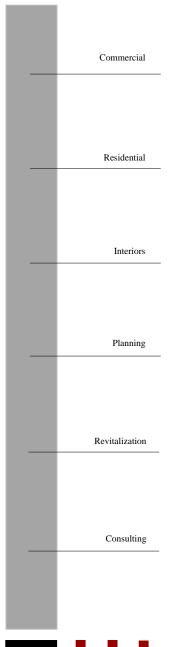
Schematic / Design Phase	35%	\$ 36,091.10
Construction Doc. Phase	45%	\$ 46,402.81
Procurement & Const. Phase	20%	\$ 20,623.50
Total Compensation	100%	\$103,117.41

### Maximum Total Project breakdown per contract :

Maximum not to exceed	\$103,117.41
Invoice totals to Procurement & Const.	\$ 82,493.91
May Invoice	<u>\$ 6,187.05</u>
Total Fee Available	\$ 14.436.45

Please remit (\$9,687.05) at time of receipt.





3408 Woodland Ave. ste #302 West Des Moines, Iowa 50266 phone : 641 814 - 1500

cell : 641 660 - 9625 rod.curtis@curtisarchitecture.com

### Job # 2310-4

### City of Glenwood 5 N Vine Street Glenwood, Iowa 51534 **Contact – Amber Farnan**

### RE: Downtown Glenwood DTR CDBG Façade Imp. Project **Invoice:**

Contracted for architectural services – Per contract dated August 16, 2023. Stipulated fee of not to exceed \$103,117.41. Mortar testing will be an additional amount of up to 7 total \$7,000.00. (\$1,000 per façade).

Billing Period / Time frame : 12/1/2023 - 2/15/2024

### **Statement of Services this period:**

Phase	% com	pleted					
Schematic / Design Dev. (35%)	0%	=	\$	0.00			
Construction Document Phase (45%)	25%	=	\$11,60	00.71			
Procurement & Const. Phase (20%)	0%	=	\$	0.00			
Total project invoiced to date		\$11,600.71					
Reimbursables:							
None			\$	0.00			
Total due upon receipt :		\$11,60	00.71				
<b>Total Amount of Project complete and invoiced:</b>							

Schematic / Design Phase (35%)	100%	=	\$36,091.10
Construction Document Phase (45%)	100%	=	\$46,402.81
Procurement & Const. Phase (20%)	0%	=	\$ 0.00
Total project invoiced to date			\$82,463.91

### Total Project breakdown per contract:

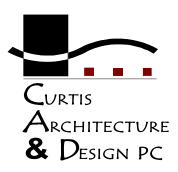
Schematic / Design Phase	35%	\$ 36,091.10
Construction Doc. Phase	45%	\$ 46,402.81
Procurement & Const. Phase	20%	\$ 20,623.50
<b>Total Compensation</b>	100%	\$103,117.41

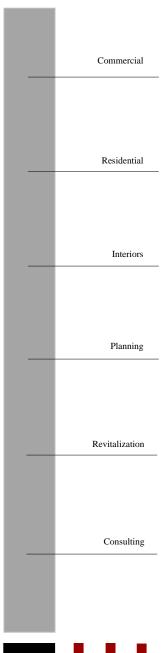
### Maximum Total Project breakdown per contract :

Maximum not to exceed	\$103,117.41
October Invoice	\$ 36,348.88
November Invoice	\$ 21,139.06
December Invoice	\$ 13,405.26
February Invoice	<u>\$ 11,600.71</u>
<b>Total Fee Available</b>	\$ 20,623.50

Please remit (\$11,600.71) at time of receipt.

Paid - Thank you.





3408 Woodland Ave. ste #302 West Des Moines, Iowa 50266 phone: 641 814 - 1500

cell: 641 660 - 9625 rod.curtis@curtisarchitecture.com

### City of Glenwood 5 N Vine Street Glenwood, Iowa 51534 Contact – Amber Farnan

### **RE : Downtown Glenwood DTR CDBG Façade Imp. Project Invoice :**

Contracted for architectural services – Per contract dated August 16, 2023. Stipulated fee of not to exceed \$103,117.41. Mortar testing will be an additional amount of up to 7 total \$7,000.00. (\$1,000 per façade).

Billing Period / Time frame : 11/1/2023 – 11/30/2023

### **Statement of Services this period:**

Phase	% con	npleted	
Schematic / Design Dev. (35%)	5%	=	\$ 1,804.56
Construction Document Phase (45%)	25%	=	\$11,600.70
Procurement & Const. Phase (20%)	0%	=	\$ 0.00
Total project invoiced to date			\$13,405.26
Reimbursables:			
None			\$ 0.00
Total due upon receipt :			\$13,405.26
		_	

### Total Amount of Project complete and invoiced:

Schematic / Design Phase (35%)	100%	=	\$36,091.10
Construction Document Phase (45%)	75%	=	\$34,802.10
Procurement & Const. Phase (20%)	0%	=	\$ 0.00
Total project invoiced to date			\$70,893.20

### **Total Project breakdown per contract:**

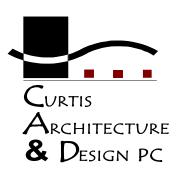
Schematic / Design Phase	35%	\$ 36,091.10
Construction Doc. Phase	45%	\$ 46,402.81
Procurement & Const. Phase	20%	\$ 20,623.50
Total Compensation	100%	\$103,117.41

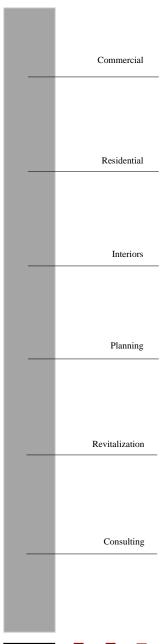
### Maximum Total Project breakdown per contract :

Maximum not to exceed	\$103,117.41
October Invoice	\$ 36,348.88
November Invoice	\$ 21,139.06
December Invoice	<u>\$ 13,405.26</u>
Total Fee Available	\$ 32,224.21

### Please remit (\$13,405.26) at time of receipt.

Paid - Thank you.





3408 Woodland Ave. ste #302 West Des Moines, Iowa 50266 phone : 641 814 - 1500

phone: 641 814 - 1500 cell: 641 660 - 9625 rod.curtis@curtisarchitecture.com City of Glenwood 5 N Vine Street Glenwood, Iowa 51534 Contact – Amber Farnan

**RE : Downtown Glenwood DTR CDBG Façade Imp. Project Invoice :** 

Contracted for architectural services – Per contract dated August 16, 2023. Stipulated fee of not to exceed \$103,117.41. Mortar testing will be an additional amount of up to 7 total \$7,000.00. (\$1,000 per façade).

Billing Period / Time frame : 10/1/2023 - 10/31/2023

### **Statement of Services this period:**

**Total due upon receipt:** 

Phase	% con	npleted		
Schematic / Design Dev. (35%)	20%	=	\$ 7,2	218.22
Construction Document Phase (45%)	30%	=	\$13,9	20.84
Procurement & Const. Phase (20%)	0%	=	\$	0.00
Total project invoiced to date			\$21,1	39.06
Reimbursables:				
None			\$	0.00

### Total Amount of Project complete and invoiced:

Schematic / Design Phase (35%)	95%	=	\$34,286.54
Construction Document Phase (45%)	50%	=	\$23,201.40
Procurement & Const. Phase (20%)	0%	=	\$ 0.00
Total project invoiced to date			\$57,487.94

### Total Project breakdown per contract:

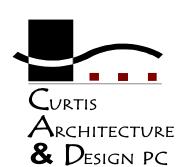
Schematic / Design Phase	35%	\$ 36,091.10
Construction Doc. Phase	45%	\$ 46,402.81
Procurement & Const. Phase	20%	\$ 20,623.50
Total Compensation	100%	\$103,117.41

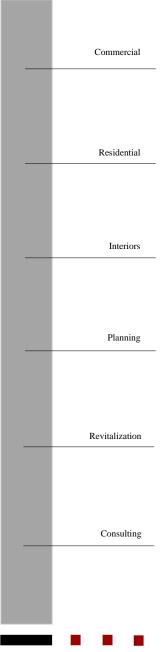
### Maximum Total Project breakdown per contract :

Maximum not to exceed	\$103,117.41
October Invoice	\$ 36,348.88
November Invoice	<u>\$ 21,139.06</u>
Total Fee Available	\$ 45.629.47

### Please remit (\$21,139.06) at time of receipt.

Paid – Thank you





\$21,139.06

3408 Woodland Ave. ste #302 West Des Moines, Iowa 50266 phone : 641 814 - 1500

cell : 641 660 - 9625 rod.curtis@curtisarchitecture.com October 3, 2023 Job # 2310-1

City of Glenwood 5 N Vine Street Glenwood, Iowa 51534 Contact – Amber Farnan

RE: Downtown Glenwood DTR CDBG Façade Imp. Project Invoice:

Contracted for architectural services – Per contract dated August 16, 2023. Stipulated fee of not to exceed \$103,117.41. Mortar testing will be an additional amount of up to 7 total \$7,000.00. (\$1,000 per façade).

Billing Period / Time frame : 9/1/2023 - 9/30/2023

### **Statement of Services this period:**

Phase	% cor	npleted	
Schematic / Design Dev. (35%)	75%	=	\$27,068.32
Construction Document Phase (45%)	20%	=	\$ 9,280.56
Procurement & Const. Phase (20%)	0%	=	<u>\$ 0.00</u>
Total project invoiced to date			\$36,348.88
Reimbursables:			
None			\$ 0.00
<b>Total due upon receipt:</b>			\$36,348.88
<b>Total Amount of Project complete an</b>	d invoi	ced:	
Schematic / Design Phase (35%)	75%	=	\$27,068.32
Construction Document Phase (45%)	20%	=	\$ 9,280.56
Procurement & Const. Phase (20%)	0%	=	<u>\$ 0.00</u>
Total project invoiced to date			\$36,348.88
Total Project breakdown per contrac	t:		
Schematic / Design Phase	35%		\$ 36,091.10
Construction Doc. Phase	45%		\$ 46,402.81
Procurement & Const. Phase	20%		\$ 20,623.50
Total Compensation	100%		\$103,117.41

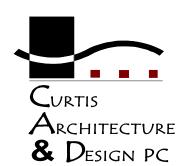
Please remit (\$36,348.88) at time of receipt. Paid – Thank you.

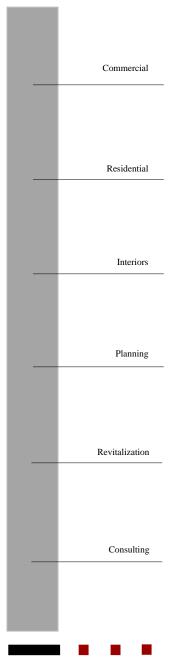
Maximum Total Project breakdown per contract :

Maximum not to exceed

**Total Fee Available** 

October Invoice





3408 Woodland Ave. ste #302 West Des Moines, Iowa 50266 phone : 641 814 - 1500 cell : 641 660 - 9625 rod.curtis@curtisarchitecture.com

\$103,117.41

\$ 36,348.88

\$ 66,768.53