

PUBLIC NOTICE

THE MAXWELL CITY COUNCIL WILL HOLD A SPECIAL MEETING ON MONDAY, APRIL 22, 2024 AT 6:00 PM AT MAXWELL CITY HALL, 107 MAIN STREET, MAXWELL, IA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. APPROVAL OF AGENDA**
- 4. CITIZENS FORUM**
- 5. PUBLIC HEARING**
 - a. DISCUSSION AND ACTION ON RESOLUTION 2024-07 APPROVE ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES FOR FISCAL YEAR 2024-2025**
- 6. DISCUSSION AND ACTION ON ALCOHOL LICENSE FOR LUCKY WIFE WINE SLUSHIES & WHIMSICAL WINE TRAILER**
- 7. DISCUSSION AND ACTION ON CEMETERY MOWING EMPLOYEE**
- 8. POLICY ON USE OF CITY YARD WASTE SITE**
- 9. DISCUSSION AND ACTION ON GIS MAPPING**
- 10. DISCUSSION AND ACTION ON EMPLOYEE HANDBOOK**
- 11. ADJOURN**

RESOLUTION NO. 2024-07

**APPROVE ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES
FOR FISCAL YEAR 2024-2025**

WHEREAS, the City Council has held budget workshops and given direction for budget decisions; and,

WHEREAS, the City Clerk has prepared the FY2024-2025 budget according to City Council direction as required by the State of Iowa; and,

WHEREAS, it is recommended by the State of Iowa that the City Council approve the Budget and specify approved transfers. Transfers included in approved budget are as follows:

From	To	Not to Exceed
Library Fund	General Fund	\$ 5,500
Washington Township	General Fund	\$ 28,850
Employee Benefits	General	\$ 19,620
Local Option Sales Tax	General	\$ 73,910
Local Option Sales Tax	Tree Removal Fund	\$ 10,000
Road Use Tax	Capital Improvement	\$ 55,800
Franchise Tax	Storm Sewer	\$ 27,000
Sewer Utility	Sewer Sinking Fund	\$ 185,600

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Maxwell, Iowa, hereby approves the Adoption of Budget and Certification of City Taxes FY2024-2025.

PASSED, APPROVED AND ADOPTED this 22nd day of April, 2024, by the Maxwell City Council.

DALE HIGGINS, MAYOR

ATTEST:

DEB HAYES, CITY CLERK

FISCAL YEAR JULY 1, 2024 - JUNE 30, 2025
ADOPTION OF BUDGET AND CERTIFICATION OF CITY TAXES

The City of : **MAXWELL** County Name: **STORY COUNTY**

Adopted On: (entered upon adoption) Resolution: (entered upon adoption)

The below-signed certifies that the City Council, on the date stated above, lawfully approved the named resolution adopting a budget for next fiscal year, as summarized on this and the supporting pages.

Attached is Long Term Debt Schedule Form 703 which lists any and all of the debt service obligations of the City.

		With Gas & Electric		Without Gas & Electric	
Regular	2a	31,402,646	2b	31,034,294	City Number: 85-818 Last Official Census: 859
DEBT SERVICE	3a	31,402,646	3b	31,034,294	
Ag Land	4a	211,630			

Consolidated General Fund Levy Calculation

	CGFL Max Rate	CGFL Max Dollars	Non-TIF Taxable w/ G&E	Taxable Growth %
FY 2024 Budget Data	8.37000	250,115	29,882,200	5.09
	Limitation Percentage			
	2			
	CGFL Max Rate	CGFL Max Dollars	Revenue Growth %	
Max Allowed CGFL for FY 2025	8.20591	257,688	3.03	

TAXES LEVIED

Code Sec.	Dollar Limit	Purpose	ENTER FIRE DISTRICT RATE BELOW		(A) Request with Utility Replacement	(B) Property Taxes Levied		(C) Rate
384.1	8.20591	Consolidated General Fund		5	257,688	254,665	43	8.20591
		Non-Voted Other Permissible Levies						
384.12(1)	0.95000	Opr & Maint publicly owned Transit		7		0	45	0.00000
384.12(2)	0.27000	Aviation Authority (under sec.330A.15)		11		0	49	0.00000
384.12(3)	Amt Nec	Liability, property & self insurance costs		14	37,800	37,357	52	1.20372
384.12(5)	Amt Nec	Support of a Local Emerg.Mgmt.Comm.		462		0	465	0.00000
		Voted Other Permissible Levies						
28E.22	1.50000	Unified Law Enforcement		24		0	62	0.00000
		Total General Fund Regular Levies (5 thru 24)		25	295,488	292,022		
384.1	3.00375	Ag Land		26	636	636	63	3.00375
		Total General Fund Tax Levies (25 + 26)		27	296,124	292,658		Do Not Add
		Special Revenue Levies						
384.6	Amt Nec	Police & Fire Retirement		29		0		0.00000
	Amt Nec	FICA & IPERS (if general fund at levy limit)		30	19,620	19,390		0.62479
Rules	Amt Nec	Other Employee Benefits		31		0		0.00000
		Subtotal Employee Benefit Levy (29,30,31)		32	19,620	19,390	65	0.62479
			Valuation					
386	As Req	With Gas & Elec						
	SSMID 1 (A)	0 (B)		0	34	0	66	0.00000
	SSMID 2 (A)	0 (B)		0	35	0	67	0.00000
	SSMID 3 (A)	0 (B)		0	36	0	68	0.00000
	SSMID 4 (A)	0 (B)		0	37	0	69	0.00000
	SSMID 5 (A)	0 (B)		0	555	0	565	0.00000
	SSMID 6 (A)	0 (B)		0	556	0	566	0.00000
	SSMID 7 (A)	0 (B)		0	1177	0	1179	0.00000
	SSMID 8 (A)	0 (B)		0	1185	0	1187	0.00000
		Total Special Revenue Levies		39	19,620	19,390		
384.4	Amt Nec	Debt Service Levy 76.10(6)		40	95,981	94,855	70	3.05646
384.7	0.67500	Capital Projects (Capital Improv. Reserve)		41		0	71	0.00000
		Total Property Taxes (27+39+40+41)		42	411,725	406,903	72	13.09088

COUNTY AUDITOR - I certify the budget is in compliance with ALL the following: Budgets that DO NOT meet ALL the criteria below are not statutorily compliant & must be returned to the city for correction.

(City Representative)

(Date)

(County Auditor)

(Date)

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 4/1/2024 Meeting Time: 06:00 PM Meeting Location: Maxwell City Hall, 107 Main St, Maxwell IA 50161

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After the hearing of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.maxwellia.com

City Telephone Number
(515) 387-8655

Iowa Department of Management	Current Year Certified Property Tax 2023 - 2024	Budget Year Effective Property Tax 2024 - 2025	Budget Year Proposed Property Tax 2024 - 2025
Taxable Valuations for Non-Debt Service	29,513,029	31,034,294	31,034,294
Consolidated General Fund	247,025	247,025	254,665
Operation & Maintenance of Public Transit	0	0	0
Aviation Authority	0	0	0
Liability, Property & Self Insurance	23,911	23,911	37,357
Support of Local Emergency Mgmt. Comm.	0	0	0
Unified Law Enforcement	0	0	0
Police & Fire Retirement	0	0	0
FICA & IPERS (If at General Fund Limit)	21,995	21,995	19,390
Other Employee Benefits	0	0	0
Capital Projects (Capital Improv. Reserve)	0	0	0
Taxable Value for Debt Service	29,513,029	31,034,294	31,034,294
Debt Service	94,163	94,163	94,855
CITY REGULAR TOTAL PROPERTY TAX	387,094	387,094	406,267
CITY REGULAR TAX RATE	13.11600	12.47311	13.09088
Taxable Value for City Ag Land	215,179	211,630	211,630
Ag Land	647	647	636
CITY AG LAND TAX RATE	3.00375	3.05722	3.00375
Tax Rate Comparison-Current VS. Proposed			
Residential property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Residential	717	607	-15.34
Commercial property with an Actual/Assessed Value of \$100,000	Current Year Certified 2023/2024	Budget Year Proposed 2024/2025	Percent Change
City Regular Commercial	717	607	-15.34

Note: Actual/Assessed Valuation is multiplied by a Rollback Percentage to get to the Taxable Valuation to calculate Property Taxes. Residential and Commercial properties have the same Rollback Percentage at \$100,000 Actual/Assessed Valuation.

Reasons for tax increase if proposed exceeds the current:
Insurance rate increase by 30%, Cemetery employee benefits

FUND BALANCE

City Name: MAXWELL
 Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	TOTAL GOVERNMENT	PROPRIETARY	GRAND TOTAL
Annual Report FY 2023									
1	437,287	784,628	116,489	-898	-1,895	0	1,335,611	138,825	1,474,436
2	738,312	386,389	0	95,257	152,814	0	1,392,772	935,189	2,327,961
3	700,229	325,388	0	95,680	86,626	0	1,208,423	726,993	1,935,416
4	495,370	845,129	116,489	-1,321	64,293	0	1,519,960	347,021	1,866,981
Re-Estimated FY 2024									
5	495,370	845,129	116,489	-1,321	64,293	0	1,519,960	347,021	1,866,981
6	712,564	309,298	0	96,241	1,545,800	0	2,663,903	637,730	3,301,633
7	695,515	627,139	0	95,341	1,600,000	0	3,017,995	664,101	3,682,096
8	512,419	527,288	116,489	-421	10,093	0	1,165,868	320,650	1,486,518
Budget FY 2025									
9	512,419	527,288	116,489	-421	10,093	0	1,165,868	320,650	1,486,518
10	639,609	351,138	0	95,981	130,800	0	1,217,528	720,800	1,938,328
11	620,358	288,987	0	95,981	125,580	0	1,130,906	702,351	1,833,257
12	531,670	589,439	116,489	-421	15,313	0	1,252,490	339,099	1,591,589

LOCAL EMC SUPPORT

City Name: MAXWELL
 Fiscal Year July 1, 2024 - June 30, 2025

As provided in Iowa Code Section 384.12, subsection 22, a city may levy the amount necessary in support of a local Emergency Management Commission. In addition to this individual levy, Emergency Management Commission support may also be included as part of the General Fund Levy. Iowa Code Section 29C.17, subsection 5 states that any support from cities or counties must be separately reported on tax statements issued by the county treasurer. Input the amount of General Fund Levy request to be used for support of an Emergency Management Commission. The total below will reflect the total amount of Emergency Management Commission support provided by the City.

	Request with Utility Replacement	Property Taxes Levied
Portion of General Fund Levy Used for Emerg. Mgmt. Comm.		0
Support of a Local Emerg.Mgmt.Comm.	0	0
TOTAL FOR FY 2025	0	0

GOVERNMENT ACTIVITIES CONT.	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY									
Police Department/Crime Prevention	57,390							57,390	55,981
Jail								0	0
Emergency Management								0	49,432
Flood Control								0	0
Fire Department	58,560							58,560	41,016
Ambulance	43,590							43,590	72,387
Building Inspections	8,000							8,000	7,061
Miscellaneous Protective Services								0	0
Animal Control	500							500	45
Other Public Safety								0	0
TOTAL (lines 1 - 10)	168,040	0				0		168,040	225,922
PUBLIC WORKS									
Roads, Bridges, & Sidewalks		85,720						85,720	55,404
Parking - Meter and Off-Street								0	0
Street Lighting	29,000							29,000	26,906
Traffic Control and Safety								0	0
Snow Removal		2,380						2,380	2,350
Highway Engineering								0	0
Street Cleaning								0	0
Airport (if not Enterprise)								0	0
Garbage (if not Enterprise)	82,140							82,140	73,563
Other Public Works		35,000						35,000	1,915
TOTAL (lines 12 - 21)	111,140	123,100				0		234,240	160,138
HEALTH & SOCIAL SERVICES									
Welfare Assistance								0	0
City Hospital								0	0
Payments to Private Hospitals								0	0
Health Regulation and Inspection								0	0
Water, Air, and Mosquito Control	2,000							2,000	0
Community Mental Health								0	0
Other Health and Social Services								0	0
TOTAL (lines 23 - 29)	2,000	0				0		2,000	0
CULTURE & RECREATION									
Library Services	58,275							58,275	24,787
Museum, Band and Theater								0	0
Parks	95,570							95,570	106,783
Recreation								0	0
Cemetery	15,000							15,000	12,185
Community Center, Zoo, & Marina								0	0
Other Culture and Recreation								0	0
TOTAL (lines 31 - 37)	168,845	0				0		168,845	143,755

	GENERAL	SPECIAL REVENUE	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
GOVERNMENT ACTIVITIES CONT.									
COMMUNITY & ECONOMIC DEVELOPMENT									
39								0	0
40	20,500							20,500	479
41								0	0
42	1,000							1,000	0
43								0	0
44								0	0
45	21,500	0	0			0		21,500	479
GENERAL GOVERNMENT									
46	6,920							6,920	7,168
47	64,220							64,220	56,519
48	1,000							1,000	0
49	18,000							18,000	20,480
50	66,700							66,700	55,141
51	24,210							24,210	18,058
52								0	0
53	181,050	0	0			0		181,050	157,366
54				95,341				95,341	95,680
55					1,600,000			1,600,000	86,626
56								0	0
57	0	0	0		1,600,000	0		1,600,000	86,626
58	652,575	123,100	0	95,341	1,600,000	0		2,471,016	869,966
BUSINESS TYPE ACTIVITIES, Proprietary: Enterprise & Budgeted ISF									
59								155,581	162,871
60								347,020	337,477
61								0	0
62								0	0
63								0	0
64								0	0
65								0	0
66								0	0
67								0	0
68								0	0
69								0	0
70								0	0
71								0	0
72								0	0
73								0	0
74	652,575	123,100	0	95,341	1,600,000	0	502,601	502,601	500,348
75	42,940	504,039					161,500	708,479	565,102
76								0	0
77	42,940	504,039	0	0	0	0	161,500	708,479	565,102
78	695,515	627,139	0	95,341	1,600,000	0	664,101	3,682,096	1,935,416
79	512,419	527,288	116,489	-421	10,093	0	320,650	1,486,518	1,866,981
Ending Fund Balance June 30									

RE-ESTIMATED REVENUES DETAIL

City Name: MAXWELL
Fiscal Year July 1, 2023 - June 30, 2024

REVENUES & OTHER FINANCING SOURCES	GENERAL	SPECIAL REVENUE	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT PROPRIETARY	RE-ESTIMATED 2024	ACTUAL 2023
Taxes Levied on Property	1 263,614	29,964		94,163			387,741	384,669
Less: Uncollected Property Taxes - Levy Year	2							0
Net Current Property Taxes (line 1 minus line 2)	3 263,614	29,964		94,163	0		387,741	384,669
Delinquent Property Taxes	4						0	0
TIF Revenues	5						0	0
Other City Taxes:								
Utility Tax Replacement Excise Taxes	6 3,289	375		1,178			4,842	4,998
Utility franchise tax (Iowa Code Chapter 364.2)	7	27,770					27,770	30,201
Parimutuel wager tax	8						0	0
Gaming wager tax	9						0	0
Mobile Home Taxes	10						0	0
Hotel/Motel Taxes	11						0	0
Other Local Option Taxes	12	139,340					139,340	143,911
Subtotal - Other City Taxes (lines 6 thru 12)	13 3,289	167,485		1,178	0		171,952	179,110
Licenses & Permits	14 8,960						8,960	6,724
Use of Money & Property	15 2,760						2,760	24,037
Intergovernmental:								
Federal Grants & Reimbursements	16 17,000				240,000		257,000	81,659
Road Use Taxes	17	111,670					111,670	118,208
Other State Grants & Reimbursements	18 3,977	179		900			5,056	82,780
Local Grants & Reimbursements	19 112,220						112,220	112,706
Subtotal - Intergovernmental (lines 16 thru 19)	20 133,197	111,849	0	900	240,000	0	485,946	395,353
Charges for Fees & Service:								
Water Utility	21					161,770	161,770	143,597
Sewer Utility	22					314,460	314,460	299,209
Electric Utility	23						0	0
Gas Utility	24						0	0
Parking	25						0	0
Airport	26						0	0
Landfill/Garbage	27 82,320						82,320	81,102
Hospital	28						0	0
Transit	29						0	0
Cable TV, Internet & Telephone	30						0	0
Housing Authority	31						0	0
Storm Water Utility	32						0	0
Other Fees & Charges for Service	33 1,000						1,000	975
Subtotal - Charges for Service (lines 21 thru 33)	34 83,320	0	0	0	0	476,230	559,550	524,883
Special Assessments	35						0	0
Miscellaneous	36 4,245						4,245	7,851
Other Financing Sources:								
Regular Operating Transfers In	37 213,179				333,800	161,500	708,479	565,102
Internal TIF Loan Transfers In	38						0	0
Subtotal ALL Operating Transfers In	39 213,179	0	0	0	333,800	161,500	708,479	565,102
Proceeds of Debt (Excluding TIF Internal Borrowing)	40				972,000		972,000	240,232
Proceeds of Capital Asset Sales	41						0	0
Subtotal-Other Financing Sources (lines 36 thru 38)	42 213,179	0	0	0	1,305,800	161,500	1,680,479	805,334
Total Revenues except for beginning fund balance (lines 3, 4, 5, 12, 13, 14, 19, 33, 34, 35, & 39)	43 712,564	309,298	0	96,241	1,545,800	637,730	3,301,633	2,327,961
Beginning Fund Balance July 1	44 495,370	845,129	116,489	-1,321	64,293	347,021	1,866,981	1,474,436
TOTAL REVENUES & BEGIN BALANCE (lines 41+42)	45 1,207,934	1,154,427	116,489	94,920	1,610,093	984,751	5,168,614	3,802,397

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
PUBLIC SAFETY										
Police Department/Crime Prevention	60,130							60,130	57,300	55,981
Jail								0	0	0
Emergency Management								0	0	49,432
Flood Control								0	0	0
Fire Department	61,300							61,300	58,560	41,016
Ambulance	46,100							46,100	43,590	72,387
Building Inspections	4,400							4,400	8,000	7,061
Miscellaneous Protective Services								0	0	0
Animal Control	200							200	500	45
Other Public Safety								0	0	0
TOTAL (lines 1 - 10)	172,130	0				0		172,130	168,040	225,922
PUBLIC WORKS										
Roads, Bridges, & Sidewalks		68,267						68,267	85,720	55,404
Parking - Meter and Off-Street								0	0	0
Street Lighting	38,650							38,650	29,000	26,906
Traffic Control and Safety								0	0	0
Snow Removal		3,360						3,360	2,380	2,350
Highway Engineering								0	0	0
Street Cleaning								0	0	0
Airport								0	0	0
Garbage (if not Enterprise)	71,258							71,258	82,140	73,563
Other Public Works		13,800						13,800	35,000	1,915
TOTAL (lines 12 - 21)	109,908	85,427				0		195,335	234,240	160,138
HEALTH & SOCIAL SERVICES										
Welfare Assistance								0	0	0
City Hospital								0	0	0
Payments to Private Hospitals								0	0	0
Health Regulation and Inspection								0	0	0
Water, Air, and Mosquito Control	2,100							2,100	2,000	0
Community Mental Health								0	0	0
Other Health and Social Services								0	0	0
TOTAL (lines 23 - 29)	2,100	0				0		2,100	2,000	0
CULTURE & RECREATION										
Library Services	42,700							42,700	58,275	24,787
Museum, Band and Theater								0	0	0
Parks	61,500							61,500	95,570	106,783
Recreation								0	0	0
Cemetery	10,440							10,440	15,000	12,185
Community Center, Zoo, & Marina								0	0	0
Other Culture and Recreation								0	0	0
TOTAL (lines 31 - 37)	114,640	0				0		114,640	168,845	143,755

GOVERNMENT ACTIVITIES	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
COMMUNITY & ECONOMIC DEVELOPMENT										
Community Beautification								0	0	0
Economic Development	19,000							19,000	20,500	479
Housing and Urban Renewal								0	0	0
Planning & Zoning	1,000							1,000	1,000	0
Other Com & Econ Development								0	0	0
TIF Rebates								0	0	0
TOTAL (lines 39 - 44)	20,000	0	0	0		0		20,000	21,500	479
GENERAL GOVERNMENT										
Mayor, Council, & City Manager	8,250							8,250	6,920	7,168
Clerk, Treasurer, & Finance Adm.	70,510							70,510	64,220	56,519
Elections								0	1,000	0
Legal Services & City Attorney	18,670							18,670	18,000	20,480
City Hall & General Buildings	23,330							23,330	66,700	55,141
Tort Liability	31,470							31,470	24,210	18,058
Other General Government								0	0	0
TOTAL (lines 46 - 52)	152,230	0	0	95,981		0		152,230	181,050	157,366
DEBT SERVICE										
Gov Capital Projects				95,981				95,981	95,341	95,680
TIF Capital Projects					125,580			125,580	1,600,000	86,626
TOTAL CAPITAL PROJECTS	0	0	0		125,580	0		125,580	1,600,000	86,626
TOTAL Government Activities Expenditures (lines 11+22+30+38+45+53+54+57)	571,008	85,427	0	95,981	125,580	0		877,996	2,471,016	869,966
BUSINESS TYPE ACTIVITIES										
Proprietary: Enterprise & Budgeted ISF										
Water Utility								161,480	155,581	162,871
Sewer Utility								169,150	347,020	337,477
Electric Utility								0	0	0
Gas Utility								0	0	0
Airport								0	0	0
Landfill/Garbage								0	0	0
Transit								0	0	0
Cable TV, Internet & Telephone								0	0	0
Housing Authority								0	0	0
Storm Water Utility								0	0	0
Other Business Type (city hosp., ISF, parking, etc.)								0	0	0
Enterprise DEBT SERVICE								185,861	185,861	0
Enterprise CAPITAL PROJECTS								0	0	0
Enterprise TIF CAPITAL PROJECTS								0	0	0
TOTAL Business Type Expenditures (lines 59 - 72)	571,008	85,427	0	95,981	125,580	0	516,491	516,491	502,601	500,348
TOTAL ALL EXPENDITURES (lines 58 + 73)	49,350	203,560					185,860	1,394,487	2,973,617	1,370,314
Regular Transfers Out								438,770	708,479	565,102
Internal TIF Loan / Repayment Transfers Out								0	0	0
Total ALL Transfers Out	49,350	203,560		0	0	0	185,860	438,770	708,479	565,102
Total Expenditures & Fund Transfers Out (lines 74+77)	620,358	288,987	0	95,981	125,580	0	702,351	1,833,257	3,682,096	1,935,416
Ending Fund Balance June 30	531,670	589,439	116,489	-421	15,313	0	339,099	1,591,589	1,486,518	1,866,981

REVENUES DETAIL

City Name: MAXWELL
Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
REVENUES & OTHER FINANCING SOURCES										
Taxes Levied on Property	292,658	19,390		94,855	0			406,903	387,741	384,669
Less: Uncollected Property Taxes - Levy Year								0	0	0
Net Current Property Taxes (line 1 minus line 2)	292,658	19,390		94,855	0			406,903	387,741	384,669
Delinquent Property Taxes								0	0	0
TIF Revenues								0	0	0
Other City Taxes:										
Utility Tax Replacement/Excise Taxes	3,466	230		1,126	0			4,822	4,842	4,998
Utility franchise tax (Iowa Code Chapter 364.2)		27,000						27,000	27,770	30,201
Paritmutual wage tax								0	0	0
Gaming wage tax								0	0	0
Mobile Home Taxes								0	0	0
Hotel/Motel Taxes								0	0	0
Other Local Option Taxes		159,741						159,741	139,340	143,911
Subtotal - Other City Taxes (lines 6 thru 12)	3,466	186,971		1,126	0			191,563	171,952	179,110
Licenses & Permits	4,650							4,650	8,960	6,724
Use of Money & Property	25,200							25,200	2,760	24,037
Intergovernmental:										
Federal Grants & Reimbursements									257,000	81,659
Road Use Taxes		114,247						114,247	111,670	118,208
Other State Grants & Reimbursements	2,000							2,000	5,056	82,780
Local Grants & Reimbursements	124,295	3,530						127,825	112,220	112,706
Subtotal - Intergovernmental (lines 16 thru 19)	126,295	117,777	0	0	0			244,072	483,946	395,353
Charges for Fees & Service:										
Water Utility								178,160	161,770	143,597
Sewer Utility								356,780	314,460	299,209
Electric Utility								0	0	0
Gas Utility								0	0	0
Parking								0	0	0
Airport								0	0	0
Landfill/Garbage	81,930							81,930	82,320	81,102
Hospital								0	0	0
Transit								0	0	0
Cable TV, Internet & Telephone								0	0	0
Housing Authority								0	0	0
Storm Water Utility								0	0	0
Other Fees & Charges for Service	1,200							1,200	1,000	975
Subtotal - Charges for Service (lines 21 thru 32)	83,130	0	0	0	0	0	534,940	618,070	559,550	524,883
Special Assessments								0	0	0
Miscellaneous	9,100							9,100	4,245	7,851
Other Financing Sources:										
Regular Operating Transfers In	95,110	27,000			130,800			438,770	708,479	565,102
Internal TIF Loan Transfers In	95,110	27,000		0	130,800			438,770	708,479	565,102
Subtotal ALL Operating Transfers In	190,220	54,000		0	261,600			877,540	1,416,958	1,130,204
Proceeds of Debt (Excluding TIF Internal Borrowing)								0	972,000	240,232
Proceeds of Capital Asset Sales								0	0	0
Subtotal-Other Financing Sources (lines 38 thru 40)	95,110	27,000	0	0	130,800	0	185,860	438,770	1,680,479	805,334
Total Revenues except for beginning fund balance (lines 3, 4, 5, 13, 14, 15, 20, 34, 35, 36, & 41)	639,609	351,138	0	95,981	130,800	0	720,800	1,938,328	3,301,633	2,327,961
Beginning Fund Balance July 1	512,419	527,288	116,489	-421	10,093	0	320,650	1,486,518	1,866,981	1,474,436
TOTAL REVENUES & BEGIN BALANCE (lines 42+43)	1,152,028	878,426	116,489	95,560	140,893	0	1,041,450	3,424,846	5,168,614	3,802,397

ADOPTED BUDGET SUMMARY

City Name: MAXWELL
 Fiscal Year July 1, 2024 - June 30, 2025

	GENERAL	SPECIAL REVENUES	TIF/SPECIAL REVENUES	DEBT SERVICE	CAPITAL PROJECTS	PERMANENT	PROPRIETARY	BUDGET 2025	RE-ESTIMATED 2024	ACTUAL 2023
Revenues & Other Financing Sources										
1 Taxes Levied on Property	292,658	19,390		94,855	0			406,903	387,741	384,669
2 Less: Uncollected Property Taxes-Levy Year	0	0		0	0			0	0	0
3 Net Current Property Taxes	292,658	19,390		94,855	0			406,903	387,741	384,669
4 Delinquent Property Taxes	0	0		0	0			0	0	0
5 TIF Revenues	0	0		0	0			0	0	0
6 Other City Taxes	3,466	186,971		1,126	0			191,563	171,952	179,110
7 Licenses & Permits	4,650	0		0	0		0	4,650	8,960	6,724
8 Use of Money and Property	25,200	0		0	0		0	25,200	2,760	24,037
9 Intergovernmental	126,295	117,777		0	0		0	244,072	485,946	395,353
10 Charges for Fees & Service	83,130	0		0	0		0	618,070	559,550	524,883
11 Special Assessments	0	0		0	0		0	0	0	0
12 Miscellaneous	9,100	0		0	0		0	9,100	4,245	7,851
13 Sub-Total Revenues	544,499	324,138		95,981	0		534,940	1,499,558	1,621,154	1,522,627
Other Financing Sources:										
14 Total Transfers In	95,110	27,000		0	130,800		185,860	438,770	708,479	565,102
15 Proceeds of Debt	0	0		0	0		0	0	972,000	240,232
16 Proceeds of Capital Asset Sales	0	0		0	0		0	0	0	0
17 Total Revenues and Other Sources	639,609	351,138		95,981	130,800		720,800	1,938,328	3,301,633	2,327,961
Expenditures & Other Financing Uses										
18 Public Safety	172,130	0		0	0		0	172,130	168,040	225,922
19 Public Works	109,908	85,427		0	0		0	195,335	234,240	160,138
20 Health and Social Services	2,100	0		0	0		0	2,100	2,000	0
21 Culture and Recreation	114,640	0		0	0		0	114,640	168,845	143,755
22 Community and Economic Development	20,000	0		0	0		0	20,000	21,500	479
23 General Government	152,230	0		0	0		0	152,230	181,050	157,366
24 Debt Service	0	0		95,981	0		0	95,981	95,941	95,680
25 Capital Projects	0	0		0	125,580		0	125,580	1,600,000	86,626
26 Total Government Activities Expenditures	571,008	85,427		95,981	125,580		0	877,996	2,471,016	869,966
27 Business Type Proprietary: Enterprise & ISF										
28 Total Gov & Bus Type Expenditures	571,008	85,427		95,981	125,580		516,491	516,491	502,601	500,348
29 Total Transfers Out	49,350	203,560		0	0		516,491	1,394,487	2,973,617	1,370,314
30 Total ALL Expenditures/Fund Transfers Out	620,358	288,987		95,981	125,580		185,860	438,770	708,479	565,102
31 Excess Revenues & Other Sources Over							702,351	1,833,257	3,682,096	1,935,416
(Under) Expenditures/Transfers Out	19,251	62,151		0	5,220		18,449	105,071	-380,463	392,545
33 Beginning Fund Balance July 1	512,419	527,288		-421	10,093		320,650	1,486,518	1,866,981	1,474,436
34 Ending Fund Balance June 30	531,670	589,439		-421	15,313		339,099	1,591,589	1,486,518	1,866,981

LONG TERM DEBT SCHEDULE - LT DEBT I

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

Debt Name	Amount of Issue	Type of Debt Obligation	Debt Resolution Number	Principal Due FY	Interest Due FY	Total Obligation Due FY	Bond Reg./ Paying Agent Fees Due FY	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Funds OTHER THAN Current Year Debt Service Taxes	Amount Paid Current Year Debt Service Levy
1 WWTP Improvement GO	1,500,000	GO	2021-02	70,000	22,753	92,733	3,248			95,981
2 WWTP Improvement Revenue	2,332,379	NON-GO	2021-08	108,000	37,100	145,100	5,300		150,400	0
3 Sewer Loan	227,012	NON-GO	2015-13	11,000	2,363	13,363	338		13,701	0
4										0
5										0
6										0
7										0
8										0
9										0
10										0
11										0
12										0
13										0
14										0
15										0
16										0
17										0
18										0
19										0
20										0
21										0
22										0
23										0
24										0
25										0
26										0
27										0
28										0
29										0
30										0
TOTALS				189,000	62,196	251,196	8,886	0	164,101	95,981

LONG TERM DEBT SCHEDULE - GRAND TOTALS

GENERAL OBLIGATION BONDS, TIF BONDS, REVENUE BONDS, LOANS, LEASE-PURCHASE PAYMENTS

	Principal Due FY 2025	Interest Due FY 2025	Total Obligation Due FY 2025	Bond Reg./ Paying Agent Fees Due FY 2025	Reductions due to Refinancing or Prepayment of Certified Debt	Paid from Sources OTHER THAN Budget Year Debt Service Levy	Amount Paid Budget Year Debt Service Levy
GO - TOTAL	70,000	22,733	92,733	3,248	0	0	95,981
NON GO - TOTAL	119,000	39,463	158,463	5,638	0	164,101	0
GRAND - TOTAL	189,000	62,196	251,196	8,886	0	164,101	95,981

NOTICE OF PUBLIC HEARING – PROPOSED BUDGET

Fiscal Year July 1, 2024 - June 30, 2025

City of: **MAXWELL**

The City Council will conduct a public hearing on the proposed Budget at: **Maxwell City Hall, 107 Main St, Maxwell, IA 50161** Meeting Date: **4/22/2024**
Meeting Time: **06:00 PM**

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the City Clerk and County Auditor.

City budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-budget-appeals>.

The Budget Estimate Summary of proposed receipts and expenditures is shown below. Copies of the the detailed proposed Budget may be obtained or viewed at the offices of the Mayor, City Clerk, and at the Library.

The estimated Total tax levy rate per \$1000 valuation on regular property	13.09088
The estimated tax levy rate per \$1000 valuation on Agricultural land is	3.00375

At the public hearing, any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget.

Phone Number
(515) 387-8655

City Clerk/Finance Officer's NAME
Deb A Hayes

		Budget FY 2025	Re-estimated FY 2024	Actual FY 2023
Revenues & Other Financing Sources				
Taxes Levied on Property	1	406,903	387,741	384,669
Less: Uncollected Property Taxes-Levy Year	2	0	0	0
Net Current Property Taxes	3	406,903	387,741	384,669
Delinquent Property Taxes	4	0	0	0
TIF Revenues	5	0	0	0
Other City Taxes	6	191,563	171,952	179,110
Licenses & Permits	7	4,650	8,960	6,724
Use of Money and Property	8	25,200	2,760	24,037
Intergovernmental	9	244,072	485,946	395,353
Charges for Fees & Service	10	618,070	559,550	524,883
Special Assessments	11	0	0	0
Miscellaneous	12	9,100	4,245	7,851
Other Financing Sources	13	0	972,000	240,232
Transfers In	14	438,770	708,479	565,102
Total Revenues and Other Sources	15	1,938,328	3,301,633	2,327,961
Expenditures & Other Financing Uses				
Public Safety	16	172,130	168,040	225,922
Public Works	17	195,335	234,240	160,138
Health and Social Services	18	2,100	2,000	0
Culture and Recreation	19	114,640	168,845	143,755
Community and Economic Development	20	20,000	21,500	479
General Government	21	152,230	181,050	157,366
Debt Service	22	95,981	95,341	95,680
Capital Projects	23	125,580	1,600,000	86,626
Total Government Activities Expenditures	24	877,996	2,471,016	869,966
Business Type / Enterprises	25	516,491	502,601	500,348
Total ALL Expenditures	26	1,394,487	2,973,617	1,370,314
Transfers Out	27	438,770	708,479	565,102
Total ALL Expenditures/Transfers Out	28	1,833,257	3,682,096	1,935,416
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	105,071	-380,463	392,545
Beginning Fund Balance July 1	30	1,486,518	1,866,981	1,474,436
Ending Fund Balance June 30	31	1,591,589	1,486,518	1,866,981



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Nicole Schneider	Nikki Schneider	(515) 291-8834		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
2nd street & army post		Maxwell	Story	50161
MAILING ADDRESS	CITY	STATE	ZIP	
296 T Avenue	Boone	Iowa	50036	

Contact Person

NAME	PHONE	EMAIL
Nicole Schneider	(515) 291-8834	thewhimsicalwinetrailer@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Outdoor Service



Status of Business

BUSINESS TYPE

Sole Proprietor

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Nicole Schneider	Boone	Iowa	50036	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Specialty Risk of America

POLICY EFFECTIVE DATE

May 24, 2024

POLICY EXPIRATION DATE

May 29, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

April 6, 2024

Iowa Alcoholic Beverages Division

1918 SE Hulsizer Road
Ankeny, IA 50021

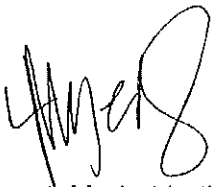
Nicole Schneider
The Whimsical Wine Trailer
Maxwell Market in the Park

To Whom It May Concern:

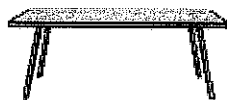
This letter is verification that Nikki Schneider, owner and operator of The Whimsical Wine Trailer (Nik's Tipsy Trailers), has entered into an agreement with Maxwell Market in the Park at 2nd Street & Trotter Blvd. She has been given authority, by Maxwell City Council, to utilize the space for the purpose of serving beverages at every Maxwell Market in the Park in front of the live music stage.

Ms. Schneider is the only commercial (or non commercial) entity given authority to dispense or sell alcohol at the stage during the 4th Sunday of each month this Market season. This agreement, though, does not exclude the use of the site by other groups or individuals... but does limit those groups or individuals from selling or dispensing alcohol during the duration of Whimsical Wine Trailer alcohol licensing.

Ms. Schneider has served alcoholic beverages with these long term licenses, since 2020 at our Maxwell Market in the Park events. She has controlled the premises & has been diligent in keeping the consumption safe for our patrons.



Maxwell Market in the Park Organizer:



Bar

Service window



single server storage



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 Army Post Road		Maxwell	Iowa	50548
MAILING ADDRESS	CITY	STATE	ZIP	
100 Army Post Road	Maxwell	Iowa	50161	

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
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SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Status of Business



State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Maxwell	Iowa	50161	owner/ceo	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

May 10, 2024

May 15, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Event Lease Agreement

THIS AGREEMENT, made and entered into this 26th day of February, by and between Maxwells Market in the Park("Lessor") and Cloud Wine LLC dba Lucky Wife Wine Slushies("Lessee").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. **PREMISES.** Lessor agrees to lease to the lessee a portion of the property located at 100 Army Post Road, (address) Maxwell, (city) IA, (state) 50161, (Zip code) as designated by the Lessor. The parties agree to abide by the applicable ordinances.
2. **TERM.** Lessor agrees to lease said he premises to the Lessee on the 12th day of May, 9th day of June, 14th of July, 11th of August, and 8th of September, for 1 day each.

LESSOR:

Maxwell Market in the Park

By 

LESSEE:

Dawn Thompson Cloud Wine LLC
Dba Lucky Wife Wine Slushies

By 

Army Post Road

Entrances
Old Settlers Way



Rest Room

Wood Play Equip.

Seating
48' Diameter
Grain Bin Roof
Roof Shelter with
42' Diameter
Sidewall

Serving Counter

DISK GOLF
6TH HOLE FAIRWAY

Lucky Wife
Service Area

Dance Floor
Basketball Court

Stage

Picnic Shelter
Seating

Maxwell Park

EXIT



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
CLOUD WINE, LLC	Lucky Wife Wine Slushies	(515) 368-0295

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
100 Army Post Road		Maxwell	Iowa	50548

MAILING ADDRESS	CITY	STATE	ZIP
100 Army Post Road	Maxwell	Iowa	50161

Contact Person

NAME	PHONE	EMAIL
Dawn Thompson	(515) 368-0295	luckywifewineslushies4@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority

EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS
----------------	-----------------	----------------------

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Status of Business



State of Iowa

Alcoholic Beverages Division

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Dawn Thompson	Maxwell	Iowa	50161	owner/ceo	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

Founders Insurance Company

June 7, 2024

June 12, 2024

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE



Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and City of Maxwell, Iowa ("Client"), collectively "Parties."

Client wishes to hire SSD to perform certain services as contained in Paragraph 1 below. This Agreement defines the relationship between SSD and Client, and the Parties agree that the consideration contemplated herein is good and sufficient.

City, Village, or Township Name:	<u>City of Maxwell, Iowa</u>	Proposal	<u>11197-1</u>
Population:	<u>859</u>		
Initial Setup Cost:	<u>\$2,654</u>		
2025 Annual Hosting fee	<u>\$1,234</u>		

Package Customization can be added at any time and may include additional tablets, GPS devices, parts inventory pro module, and tile view module for use with Treatment/Wastewater plants, parks, and buildings. Additional product and software offerings can be quoted upon request in addition to our base package by Silversmith.

Responsibilities - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If absolutely necessary, we could make a one-time move of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

First Year

Initial Setup: \$2,654.00

Second Year & Beyond

Annual Hosting fee beginning 2025: \$1,234.00.

Total upfront Software cost: \$2,654.00

Total Annual Software Use: \$1,234.00

Client initials _____

1. SSD agrees to perform for Client the services described in this Agreement, which consist of providing the software and data service for the collection and maintenance of Client's data, marking the GPS coordinates of specified Client fire hydrants (if Client has selected this service), and maintaining Client's data on SSD's server or other third-party data service.
2. All fees for services provided pursuant to this Agreement are non-refundable (except as set forth in Section 13 below). Invoices issued by SSD to Client are due upon receipt. If Client fails to pay within 30 days of the invoice date, Client agrees to pay interest at 1% per month on all overdue amounts.
3. Notices shall be provided to, and communication shall occur between:

Silversmith Data

Maxwell, Iowa

Kevin Carpenter

kcarpenter@silversmithinc.com

515.351.2166

Everyone listed above shall be authorized to make binding decisions on behalf of the Party for whom he or she is listed.

4. SSD is an independent contractor of Client, and nothing contained in this Agreement shall be construed to create an employer-employee, partner, or joint venture relationship between the Parties.
5. SSD is providing services pursuant to this Agreement on an "as is" basis. In addition, Client acknowledges that SSD's sole responsibility with respect to any hardware provided by SSD to Client pursuant to this Agreement shall be to pass through the warranty, if any, provided by the manufacturer of such hardware, but SSD makes no representation as to the existence, scope, or availability of any such manufacturer's warranty. SSD HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED AND WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, AS TO ANY MATTER RELATING TO THE SERVICES OR THIS AGREEMENT, INCLUDING (WITHOUT LIMITATION) PERFORMANCE, RESULTS, SECURITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AVAILABILITY OF DATA. SSD has no responsibility or liability for cellular service that may be provided to Client.
6. Notwithstanding anything to the contrary in this Agreement, Client's sole and exclusive remedy for any breach of this Agreement by SSD, or any claim arising out of or otherwise relating to this Agreement, shall be limited to reimbursement by SSD of the aggregate dollar amount Client actually paid to SSD pursuant to this Agreement. Under no circumstances shall SSD be liable for any other damages, costs, expenses, or claims of any kind relating to this Agreement.

7. Client agrees to hold harmless, defend, and fully indemnify SSD, its affiliates, and their respective employees, agents, and subcontractors from and against any and all costs, expenses, losses, claims, actions, and damages of any kind (including reasonable attorney fees) arising out of any actual or threatened third party claim (advanced by a person or entity other than SSD or Client) that arises from or is in any way related to either (a) SSD's performance (or alleged lack thereof) of this Agreement, and/or (b) the use, storage, access to, or dissemination of Client's data.
8. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.
9. This Agreement contains the entire agreement of the Parties, and any and all prior and contemporaneous agreements, representations, and/or promises between the Parties relating to the subject matter of this Agreement are superseded in their entirety by this Agreement. This Agreement may only be modified by a written instrument signed by an authorized representative of each Party.
10. This Agreement is governed by the laws of the State of Michigan and any disputes arising out of this Agreement shall be litigated in Otsego, Michigan. All Parties to this Agreement consent to the jurisdiction of the State of Michigan.
11. This Agreement may be executed in counterparts both of which together will be deemed an original of this Agreement, and this Agreement may be signed in an electronic format.
12. Client agrees to comply with all technical specifications, policies and procedures, and other requirements that may be imposed by SSD from time to time with respect to Client's receipt of the services described in this Agreement.
13. This agreement shall renew annually on contract date. Either Party may terminate this Agreement upon written notice to the other Party with 30 days written notice. If SSD terminates this Agreement prior to a contract anniversary date, SSD shall refund to Client a prorated portion of the Annual Recurring Fees paid by Client for the contract year in which SSD terminates the Agreement.

By their signatures below, the Parties acknowledge that (i) they have had sufficient opportunity to, and have, carefully read each provision of this Agreement; (ii) they have had the opportunity to review the Agreement with legal counsel of their own choice; (iii) they understand each provision; (iv) they are not under any duress; (v) they are not relying upon any representations or promises that are not set forth in this Agreement; and (vi) they are freely and voluntarily signing this Agreement and intend to be bound by it as a solemn contractual undertaking.

Contract Date: _____

City of Maxwell, Iowa

By: _____

Silversmith Inc. (DBA Silversmith Data)

By: _____
Kevin Carpenter, Silversmith Data
Norwalk, Iowa



Service Agreement

This Service Agreement is made between Silversmith, Inc. a Michigan corporation dba Silversmith Data ("SSD"), and City of Maxwell, Iowa. ("Client"), collectively "Parties."

City, Village, Township or Name:

City of Maxwell, Iowa

Proposal

11197-2

As a service, you can purchase through us GPS survey equipment tied directly to our system for instant asset location input into our system. It also allows users to precisely locate assets.

1 GPS Device/Tablet @ \$3150.00 Ea = \$3,150.00 Android

** Cellular service will be billed in advance on a recurring, annual basis (currently \$700 per tablet per year. Three or more data plans is \$580 per tablet per year.)*

Package Customization can be added at any time and may include additional Android or Apple tablets with rugged case and/or GPS devices. Additional product and software offerings can be quoted upon request in addition to our base package by Silversmith.

Responsibilities - We provide the framework for data collection including suggested fields. In no way do we imply nor have responsibility for the data, data input, data structure or fields involved in your programs. You are the experts in your fields/industries and, by signing this Agreement, take responsibility and liability for all information contained within the programs.

Yearly Billing in Advance - Billing is done on your contract anniversary, in advance. If necessary, we could make a **one-time move** of the contract anniversary date at the time of the initial purchase to better coincide with your budgeting.

First Year

Initial Hardware & Data Plan: \$3,850.00

Second Year & Beyond

Annual Tablet Data beginning 2025: \$700.00

Option:

Verizon or AT&T cellular provider

Client initials _____

Silversmith Data

Maxwell, Iowa

Kevin Carpenter

kcarpenter@silversmithinc.com

515.351.2166

Contract Date: _____

Maxwell, Iowa

By: _____

Silversmith Inc. (DBA Silversmith Data)

By: _____
Kevin Carpenter, Silversmith Data
Norwalk, Iowa

SEILER

GEOSPATIAL

Estimate

Contact Name: Deb Hays
E-mail: cityofmaxwell@hotmail.com
Phone: 515-387-8655
PO number: Deb Hays

Date Issued: 01/22/24
Expiration Date: 02/21/24
Account Number: C01195

Ship To: City of Maxwell, IA
 107 Main St
 Maxwell, IA 50161-4489
 United States

Bill To: City of Maxwell, IA
 107 Main St
 Maxwell, IA 50161-4489
 United States

ESRIImpTrnCatalystDA2x1_DH_MaxwellIA_Dec2023_Jan2024

Quantity	Part Number	Description	List Price	Sale Price	Subtotal
1.00	109695-00	Trimble Catalyst DA2 Receiver Packout What is included with Catalyst DA2 Receiver (PN 109695-00) *Trimble Catalyst DA2 GNSS Receiver, *DA2 Standard Accessory Kit (PN 120523), *DA2 USB cable - micro B > Type-C - 30cm (PN 118615), *12 month Hardware Warranty Card, *Quick Start Guide	\$430.00	\$430.00	\$430.00
3.00	CAT-OD-PR-10	Catalyst On Demand - 10 Hour Pack	\$135.00	\$135.00	\$405.00
1.00	128518-00-GEO	DA2 ACCESSORY - External USB Power Pack, Li-Ion 5000 mAh, 1 ft USB cable (Single)	\$36.00	\$36.00	\$36.00
1.00	109218-GEO	POUCH, TRIMBLE CATALYST (SINGLE)	\$30.00	\$30.00	\$30.00
1.00	109219	Rover Rod, 2M, Black, Trimble Catalyst DA1 - Flat top for threadless mounting A lower cost rod with a flat mounting for the DA1 or DA2 push-fit mount.	\$210.00	\$210.00	\$210.00
1.00	RAM-B-202-UN9U	RAM X-GRIP HOLDER WITH BALL FOR 9-10 TABLETS (B-SIZE BALL)	\$97.99	\$225.00	\$225.00
1.00	RAP-B-404-201U	RAM TOUGH-CLAW MEDIUM CLAMP BASE WITH DOUBLE SOCKET ARM	\$52.49	\$0.00	\$0.00
1.00	165535	ArcGIS Online GIS Professional Basic Term License This entitles one user to an ArcGIS Online account with the ability to create and manage 2D and 3D location data, produce advanced maps with ease, and share maps and apps with your team. This license will also include ArcGIS Pro Basic. *This is an annual subscription fee	\$765.00	\$765.00	\$765.00
8.00	MGIS-PS-ESRI-CUSTOM	Custom Esri Services See attached scope-of-work, which details the services deliverable.	\$200.00	\$200.00	\$1,600.00
1.00	MGIS-PS-TRAINING-FULL	Esri Custom Training (Full Day Remote) See attached preliminary training agenda based on scope	\$1,600.00	\$1,600.00	\$1,600.00

SEILER

GEOSPATIAL

Estimate

1.00	SEI-JS-FM	of training needs. This assumes a full day of remote training via Zoom. ESRI Field Maps Jumpstart Training (Remote) **This class is done virtually via Zoom**	\$995.00	\$995.00	\$995.00
------	-----------	---	----------	----------	----------

The training will be recorded and the customer will be sent an email as soon as the download is made available. The customer will then have four weeks to download their copy of the virtual training.

ESRI Field Maps "jump start" is online training, basic setup and orientation. This includes publishing customer's data to AGOL and training on field data collection. (Customer must be an existing ESRI customer and have data in a Geodatabase, if new users or need hourly services please contact mapsupport@seilerinst.com, for pricing)

Includes 1 year of Seiler MGIS Tier 1 Priority Support

- Priority E-mail support for one designated contact in your organization
- Priority response to support cases
- Access to screen sharing for technical support cases
- Access to Support Video Library

Maximum Liability. This agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri. Seiler's maximum liability to Customer for any and all claims, losses, expenses, costs or damages, caused by, or arising directly or indirectly under or in connection in any way with its Services or the sale or delivery thereof, however caused, and on any theory of liability (including contract, strict liability, negligence or other tort, inclusive of third-party claims), shall not exceed the price paid by Customer for such Services. TO THE EXTENT PERMITTED BY APPLICABLE MISSOURI LAW, IN NO EVENT WILL SEILER BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGE, COST OR EXPENSE OF ANY KIND WHATSOEVER, HOWEVER CAUSED INCLUDING SEILER'S OWN NEGLIGENCE, OR ANY LOSS OF SERVICE, COST OF PROCUREMENT OF SUBSTITUTE SERVICES, LOSS OF DATA, LOSS OF CAPITAL, LOSS OF REVENUES, LOSS OF PROFIT, LOSS OF CONTRACTS, LOSS OF BUSINESS, LOSS OF GOODWILL OR ANTICIPATED SAVINGS, WASTED EXPENSES, OR WASTED MANAGEMENT TIME, EVEN IF SEILER HAS BEEN NOTIFIED OF THEIR POSSIBILITY OR THEY ARE FORESEEABLE, AND WHETHER THIS LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, REPRESENTATION, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), STRICT LIABILITY, INDEMNITY, CONTRIBUTION OR OTHERWISE, AND CUSTOMER HEREBY SPECIFICALLY DISCLAIMS ALL RIGHTS TO, AND WAIVES THE RECOVERY OF, THESE ITEMS. SEILER MAKES NO WARRANTY OR GUARANTEE OF ANY KIND, EXPRESS OF IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE

SEILER

GEOSPATIAL

Estimate

INTEGRAL TO THE PRICES CHARGED BY SEILER FOR ITS SERVICES AND THAT, WERE SEILER TO ASSUME ANY LIABILITY IN EXCESS OF THAT SET FORTH HEREIN, SUCH PRICES WOULD, OF NECESSITY, BE SUBSTANTIALLY HIGHER. THUS, THE PARTIES AGREE THAT SUCH LIMITATIONS AND EXCLUSIONS ARE NEITHER UNREASONABLE NOR UNCONSCIONABLE.

1.00	MGIS-PS-SUPPORT5	Support - Ongoing maintenance and support on an as-needed basis 5 hours of ongoing maintenance and support on an as-needed basis. Seiler will generate a monthly report of used support hours. Support can include training, technical support, or project specific tasks (database design, ArcGIS Online app configuration, publishing services, etc). If a task is needed that will exceed the hours in the support allotment, a separate scope-of-work will be provided.	\$750.00	\$750.00	\$750.00
------	------------------	--	----------	----------	----------

Total Price: \$7,046.00

This is not an invoice: Applicable sales tax and/or shipping charges will apply. This product and/or associated accessories may be subject to export controls under United States law and must not be exported or re-exported without prior authorization from either the United States Department of State or Commerce, as applicable.

Scheduled delivery times could be delayed due to vendor supply. Please communicate with your Seiler sales representative to ensure your timeline needs can be met before signing this quotation.

Please Contact Us:

Name: Joe Bima
Address: 6522 118th Street
Omaha
Nebraska, 68137
United States
Phone:
Mobile: (402) 618-7134
E-mail: jbima@seilerinst.com

Trimble Catalyst: Named User GNSS Positioning-as-a-Service (ideal for an OPEX model)

New Catalyst Subscription Summary***

Catalyst Unlimited Use Options	Catalyst 60 (60cm/2ft)** Price	Cost/Month	Catalyst 30 (30cm/1ft)** Price	Cost/Month	Catalyst 10 (10cm/4in)** Price	Cost/Month	Catalyst 1 (1cm/0.4in)** Price	Cost/Month
Monthly	\$55.00	\$55.00	\$160.00	\$160.00	\$265.00	\$265.00	\$455.00	\$455.00
Annual	\$460.00	\$538.99	\$1920.00	\$1967.50	\$3180.00	\$3180.00	\$5460.00	\$5460.00

Catalyst On Demand Options	Pack Hour Price	Cost/Hour of use
10 Hour Pack	\$135.00	\$13.50
100 Hour Pack	\$1,000.00	\$10.00
1,000 Hour Pack	\$7,825.00	\$7.83
10,000 Hour Pack	\$54,075.00	\$5.41
25,000 Hour Pack	\$135,500.00	\$5.42
Enterprise unlimited	TBD	TBD

* Catalyst On Demand - Purchase shared pool of hours, unlimited users, access to Catalyst level 1 performance level, requires internet connection to start a session

* Catalyst Monthly - Pay per user, per month, unlimited use, customer can change catalyst level month to month

* Catalyst Annual - Pay per user, per year, unlimited use

* Existing customers that have a current Catalyst 1 meter will be migrate to Catalyst 60

* Customer can carry an On Demand and a Monthly/Annual subscription simultaneously

For example: carry an annual Catalyst 30 and an On Demand 10 hour pack for times greater precision is needed

Catalyst Subscription Modes

* Off Subscription: No Corrections

* Use Catalyst off subscription in autonomous "freemium" mode for reliable 2-3m accuracy

* Unlimited use, no subscription or internet connection needed

* All correction types are disabled in this mode

* On Subscription: Bundled access to Trimble Corrections Hub

* All subscribers to the Catalyst service receive access to Trimble's global correction services (RTX & VRS Now)

* On Subscription: Third party corrections

* Alternatively, all subscribers can also use local services from a 3rd party correction service

* Additional service fees may apply

** Best precision

*** Works with Catalyst DA1. Ideal for the new Catalyst DA2 <https://geospatial.trimble.com/catalyst>

The DA2 is BT compatible with iOS and Android devices

**EMPLOYEE HANDBOOK
CITY OF
MAXWELL, IOWA
RESOLUTION 88-13
REVISED 1989-1996-1998-2000-2013-2016-2018**

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INTRODUCTION

This Employee Benefits handbook is intended to inform employees of standard personnel guidelines and procedures. The City of Maxwell reserves the right to change, suspend, revoke, terminate or supersede policies or benefits described herein with or without notice in any manner that it believes to be in its best interest consistent with applicable laws.

Nothing in this handbook is to be construed as constituting the terms of an employment contract, as your employment with the City of Maxwell is at will. In any situation concerning employee benefits, the terms of the benefit plan text are controlling, irrespective of any statements contained in this handbook.

Information in this handbook supersedes all previous employee benefits material.

If you have any questions or need clarification about information in this handbook, please contact the Mayor.

EXPECTATIONS OF EMPLOYEES

ATTENDANCE AND PUNCTUALITY – Always notify the City Clerk if you will be absent. Excessive absenteeism is a serious matter.

WORK ATTITUDE – You should be interested in your work and offer those ideas and suggestions you feel will result in improvement.

EFFICIENCY – Do your work accurately and use your time effectively. Matters of personal business should not be handled while on duty.

DEPENDABILITY – Others depend upon you to carry out assigned tasks and to do your work thoroughly.

OUR PLEDGE TO YOU

The City of Maxwell pledges to honor the following principles in all our dealings with you as an employee for the City of Maxwell.

- To consider your length of service and your qualifications as the basis for changes which may affect you, such as promotions, transfers and pay increases.
- To provide a prompt and open process to discuss employee complaints.
- To provide you with a safe, clean place in which to work
- To handle quickly and openly any questions or complaints you may have regarding rates of pay, hours of work, seniority, working conditions, or other matters affecting your work.
- To help you protect yourself and your dependents against the cost of sickness or accidents; and to help you build retirement income.

SOCIAL MEDIA GUIDELINES

Employees of the City of Maxwell who choose to participate in social media need to understand and follow these simple but important guidelines. Please keep in mind that our overall goal is simple: for those who choose to participate online to do so in a respectful, relevant way that helps protect you, your co-workers, our reputation and, of course, follows the law.

Think before you post

Before you share it, think about your post. Does it contain anything it shouldn't? Like confidential information? Or resident information? Rumors? How about your own opinion attributed as the City's position? A good guideline: don't post anything online that you wouldn't put on a billboard.

What you do that doesn't impact City work is your business. However, activities at or outside work that affect your job performance, the performance of others or the business interests of the City of Maxwell are an appropriate focus for our policy.

Show respect

Be respectful and professional to co-workers, clients and others. Don't use ethnic slurs, personal insults, obscenities or spread rumors—or do anything else that wouldn't be right in our workplace. Also, respect others' privacy and take care with topics that may be considered objectionable or inflammatory like politics and religion.

Follow the law

Respect copyright, fair use and financial disclosure laws.

Don't let it get in the way

Social media activities shouldn't interfere with work commitments. It's easy to lose production time reading through tweets and blogs looking for information. Set boundaries before you start.

Take care

On a personal note, be careful. Social networking sites are sometimes targets of malicious code and unscrupulous people. Be smart and informed around the risks of using social networking. Don't click on just any URL or box. Know who you're communicating with and be careful with personal information. Remember, what you post can be around for a long time, maybe forever. Use different passwords for different sites.

OFF-THE-CLOCK ACTIVITIES

Typically, no employer has the right to concern itself with what an employee does on their personal time. ***However, there may be circumstances that provide a valid reason for a supervisor to act upon an employee's off-the-clock activities.*** Such action could result in disciplinary action not to exclude an employee's termination. Such situations are those that have a negative impact on the any of the following:

- The job performance of the employee.
- The job performance of other employees.
- The safety of the customers and employees.
- The image of the City.
- The business interests of the City.

Behaviors displayed by an employee that might be considered "strange", "eccentric", or unpopular would probably not be considered as disciplinary offenses. An employee's political, organizational, or religious affiliations should not be considered a concern to the City of Maxwell, as long as those activities do not interfere with an employee's ability to do their job. Personal relationships and other lawful, but not mentioned activities also fall outside of the employer's spectrum of concern.

***** Special Note – Please refer to sections regarding Alcohol and Drug Policies, as well as the section discussing appropriate customer service***

PERSONAL APPEARANCE AND DRESS WHILE ON DUTY

Please remember that your appearance and behavior is one of the standards by which the City of Maxwell is judged. All employees are expected to follow good dress, grooming, hygiene, and behavior habits that will promote a positive public image.

The following conditions apply to our City's policy on personal appearances and dress:

- Although there is no formal dress requirement for employees who do not wear uniforms, employees will still be expected to meet reasonable standards for appearance in order to present an appropriate image to customers. "Appropriate" will be defined by your supervisor.
- Hair must be worn neatly and in such a way as to not impair performance or present a safety hazard.
- Certain jobs require more than normal wear and tear on an employee's clothing (i.e. working with chemicals). In these instances, the City will provide for a clothing allowance for the employee by accepting receipts for a "reasonable" clothing replacement when such wear and tear occurs. All clothing allowances will be determined by the City Council and can be suspended or reduced at any time based on Council discretion.

SMOKING

Per state and federal law, smoking is an unlawful act on all government owned property. ***Smoking in the work place will be subject to disciplinary action.*** Government property extends to all City vehicles.

PROFESSIONAL CONDUCT

A policy on professional conduct establishes expectations for an employee's professional behavior in dealing with the community and other businesses. Professional conduct goes hand-in-hand with maintaining public trust and should be maintained at all times.

Conflicts of Interest

It is our policy to avoid any relationship with people or other businesses that might impair or even appear to impair the proper performance of job responsibilities. Maxwell's' employees must avoid actions or business relationships that might tend to affect the independence of one's judgment with respect to dealing between the City and any other business or individual. Be aware that potential conflicts of interest exist in a wide variety of actions and relationships.

The following information covers situations that may have the potential for a conflict of interest as well as those that are clearly conflicts of interest.

Outside Financial or Business Interests

Employees may become involved in other profit-making ventures; however, employees are expected to give their work the attention necessary to produce top-quality performance. Therefore, involvement in other profit-making ventures will not be allowed if this outside employment:

- 1) Competes with the City or provides services and assistance to a competitor of the City.

- 2) Interferes with the employee's assigned duties at the City. This would include such things as using the City's time or facilities to perform duties for the other venture. Inappropriate use of resources for personal financial gain include, but are not limited to:
 - a) Making or receiving phone calls.
 - b) Handling Correspondence.
 - c) Receiving visits from customers.
- 3) Embarrasses, interferes with, or establishes a conflict of interest with the City in carrying out the City's responsibilities.
- 4) Diminishes the employee's ability to give full time and competence to his or her duties at the City.

Example: The other profit-making venture consumes so much of the individual's personal time (i.e. non-City hours) that it affects the employee's ability to perform up to the City's job performance expectations.

In addition to the four restrictions on outside profit-making ventures listed above, employees are not to use the facilities of the City (such as business addresses or phone number) to carry on private business or profession.

Double Compensation

An employee of the City cannot accept payment from another person or business for the work that the City paid him or her to do.

Unusual Payments

Bribes, kickbacks, and other "unusual payments" are unethical, can be costly to the City and the consumer. They create a clear conflict of interest. Employees found to be receiving or giving such payments will not only be terminated, they will also face the prospect of criminal prosecution.

Gifts and Gratuities

City policy prohibits the acceptance of gifts or other gratuities for services performed as part of an employee's job. Acceptance of such gifts or gratuities creates the potential for conflict of interest. All employees must abide by the conditions of the state's "Gift Law".

Violation of this policy is considered to be a serious encroachment on the City's standards of conduct. Such violations could result in termination of employment as well as have potential legal ramifications.

Board Membership

Service on a board of directors for a non-profit organization is generally permissible and encouraged, as long as there is no conflict of interest involved.

Confidentiality

There are two components to the City's confidentiality guidelines. These basic rules direct decisions about situations that may potentially compromise confidentiality.

- 1) Using confidential, City-related information for personal gain is strictly prohibited.
- 2) Confidential employee information will only be divulged to individuals that have a work-related need to know.

Responding to "Conflict of Interest" Situations

Corrective action is necessary when a conflict of interest develops or is discovered to exist. In most cases, employee will be given two options:

- 1) End the relationship which has produced the conflict of interest.
- 2) Resign from employment with the City.

CIVIC RESPONSIBILITY

The City of Maxwell recognizes the importance of civic duty. In fact, a small town will only thrive if people are taking that duty seriously. The town wants to show its support for local community events, school and organization activities, or other charitable efforts. Because we value such duty so highly, Maxwell strongly encourages its employees to be involved in the various organizations that make up our town. The City would ask that employees partake in these activities on their personal time, though, and not during established work hours.

In situations where an employee has been asked to represent the City in a community event, approval must be given by their manager (i.e. supervisor, mayor, etc.). Requests for financial contributions should be channeled through the Mayor's office or the City Council.

SOLICITATION

Solicitation for any non-business purpose on City property or during City time is not allowed. This applies to employee as well as to people not employed by the City and all forms of communication (e.g. in-person, telephone, mail, fax, etc.).

USE OF CITY PROPERTY

Maintaining of City Facilities

All areas of the City are visited daily by people who are not employed by the City. Customers, suppliers, local business people, and others are all among those visitors. It is essential that the impression we make to those people demonstrate that City employees are careful stewards of taxpayer property. Being able to influence those opinions will be greatly influenced by, but not limited to:

- The courteous reception they receive from employees.
- The neat and businesslike appearance of individual work areas.

Maintaining our facilities is everyone's responsibility. A dirty and disorganized work area creates an unfavorable impression about how our town conducts business. Employees are encouraged to keep their work areas clean and neat at all times. Tools and equipment should be returned to their proper storage areas when no longer in use.

Personal Use of Telephones, Computers, and other Technological Devices

The City's telephones, fax lines, and internet connections are all essential tools in running the town's business. Employees are expected to use good judgment when using such devices for personal use. ***Personal uses of all City communication devices should be kept to an absolute minimum*** during work hours.

Personal Use of City Property

Employees are not allowed to use City property for personal use. In extreme emergencies, the use of City property may be allowed with the following restrictions applying:

- Pre-approval must be obtained from the immediate supervisor and/or City Council.
- Any fuel used must be replaced.

Employees should be reminded that our City could be held liable for any accident, death, disability or injury to or caused by an employee using City property for personal use.

Business Use of City Vehicles

Employees using City vehicles for City business will be responsible for the following:

- Obeying all traffic rules.
- Personally paying for traffic fines.
- ***Maintaining a current and valid operator's license for the equipment that may be required to operate.***
- Keeping accurate mileage records.
- Keeping accurate gas and vehicle maintenance records (if appropriate).
- Reporting any accident in which he or she may be involved.

USE OF PERSONAL PROPERTY

Employees using their personal vehicles for City business use will be responsible for the following:

- Obeying all traffic rules
- Personally paying for traffic fines.
- Maintaining a current and valid driver's license.
- Keeping accurate mileage records
- Maintaining adequate amounts of insurance on the personal vehicle used for business.
- Keeping accurate gas and vehicle maintenance records (if appropriate).
- Reporting any accident in which he or she may be involved while driving the vehicle on City business.

Employees using personal cellular phones, internet service, or other forms of personal device that help facilitate their jobs will be dealt with on a case by case basis. All additional expense approval will be determined by the City Council. Refer to your supervisor in this instance.

(See Compensation)

SAFETY IN THE WORKPLACE

The City of Maxwell supports the promotion of health and safety in the workplace. It is up to each of us to take a personal interest in seeing that no one's safety is endangered by careless individuals who violate necessary and reasonable safety regulations. Employees are obligated

by law to follow all safety and health regulations required by federal, state and local statutes as they relate to the performance of their job duties.

ACCIDENTS

Report all accidents promptly. In case of injury to yourself, notify the Mayor and seek medical care as soon as possible. An incident report is to be completed by the injured person and City Clerk and it must be signed by the emergency room physician on duty who provided care at the time of treatment. It is important that you report accidents and injuries so that you may protect your eligibility through our worker's compensation program.

WORKER'S COMPENSATION

As an employee of the City of Maxwell you are protected by worker's compensation laws should you experience an injury, occupational disease or hearing loss arising out of and in the course of your employment. It is your responsibility to immediately report any such injury, disease or hearing loss to the City Clerk. You must then report (with an incident report) to a medical facility or hospital emergency room for treatment and care of such injury, disease or hearing loss. In cases of serious work-related injury or illness report immediately to the physician, emergency room or medical facility for prompt care and attention.

The Iowa Code also sets certain time limitations for reporting an injury, disease or hearing loss. Failure to meet the requirements set forth in the code can result in the loss of compensation benefits which would otherwise be payable. An employer with notice or knowledge of an injury which temporarily disables an employee for more than three (3) days or results in permanent partial disability or death is required to file a report with the Industrial Commissioner in accordance with Section 85.24 of the Code of Iowa.

EMPLOYMENT CLASSIFICATIONS

The City of Maxwell shall adopt uniform guidelines to categorize and define the employment status of its employees to comply with local, state and federal regulations. Employment with the City of Maxwell may be terminated at any time by the employer or the employee.

Full-Time - The employee must agree to work 80 hours per pay period (PPP) on the departments established time schedule; and, when appropriate, rotate shifts and weekends; days off and holidays. He/she is eligible to participate in employee benefit programs.

Part-Time - The employee must agree to work less than 80 hours (PPP) but more than 32 Hours PPP; and, when appropriate, rotate shifts and weekends; days off and holidays. He/she is eligible to participate in employee benefits programs.

Temporary - The employee agrees to work less than 32 hours PPP on a regular basis, or in a specific job for a designated period of time not to exceed three months (such as the summer months) and is only eligible for Federal and State mandated benefits.

If there is any question as to your status you should check with the Mayor. Your benefits depend upon your classification.

EMPLOYMENT POLICY

The City of Maxwell is an Equal Opportunity Employer complying with the Federal and State Civil Rights Acts, the Age Discrimination in Employment Act and the Fair Labor Standards Act. It is our goal that all applicants for employment and all employees will be treated equally without regard to race, color, religion, qualified handicap or disability, sex, age or national origin. Such

action includes but is not limited to the following: Employment, promotion, demotion, transfer, termination, recruitment and advertising, rates of pay and other forms of compensation, selection for training, and all social and recreational programs, if applicable.

The City of Maxwell abides by Iowa's Right to Work Law which ensures that no person shall be deprived of the right to work in his/her chosen occupation for any employer because of membership in, affiliation with, withdrawal or expulsion from, or refusal to join, any labor union, organization or association, and any contract which contravenes this policy is illegal and void.

THE EMPLOYEE RESPONSIBILITY

Employees also have a responsibility for maintaining their contact information in their personnel files. Employees should keep their files current and notify the City Clerk (in writing) of changes to any of the following:

- 1) Name
- 2) Address
- 3) Telephone Number
- 4) Emergency Contact Information
- 5) Benefits and/or tax withholding data (for insurance, disability, pension, profit-sharing, etc.)

RIGHT TO PRIVACY

Information about an employee will not be released to third parties without the written authorization of the employee. Requests for personal or professional information about an employee must be made in writing and approved by the employee. Such information includes, but is not limited to:

- 1) Age
- 2) Home, address, and phone number
- 3) Job performance
- 4) Likelihood of continued employment

COMPLAINT PROCESS

Sometimes serious problems develop in the workplace; problems that affect working relationships, individual performance on the job, or safety. The problems may stem from employee dissatisfaction, or they grow out of a lack of:

- Information
- Communication
- Resources (such as obsolete technology or shortage of personnel)
- Understanding
- Respect of Individual Differences

The complaint process provides employees with a structured way to share their concerns about things that occur within the City.

Process

When a problem develops that an employee can't resolve on his or her own, the following process should be followed:

- 1) The employee should attempt to discuss the problem openly with the individual (who is the source or contributor to the problem or who has the power to solve the problem.)
- 2) If the situation can't be resolved by talking with the individual, the employee should attempt to openly discuss the problem with his or her own supervisor.
- 3) If the situation can't be resolved by talking with the supervisor, the employee should ask the supervisor for permission to talk to the council about the problem.

There may be times when the source of a problem for an employee is the employee's supervisor. Employees must still follow the complaint process outlined above.

HARASSMENT OF EMPLOYEES AND APPLICANTS

The law prohibits racial, ethnic, religious, age or sexual harassment of any employee or applicant. From a business standpoint, any form of harassment is offensive and costs the City in terms of lost time, weakened morale, and decreased productivity. Harassment will not be tolerated under any circumstances.

All employees have a right to work in an environment free from any type of discrimination, including freedom from harassment. The City intends to exert all of its best efforts to accomplish this goal and expects all of its employees to do the same.

Purpose of a Harassment Policy:

The purpose of this policy is to remind all employees of the City that any form of harassment in the workplace is illegal and will not be tolerated.

Definition of Harassment:

Harassment is to attack or annoy another individual. Examples include such conduct as: slurs, jokes, intimidation or any other verbal or physical attack upon a person because of his or her race, religion, national origin, age or disability.

Sexual Harassment:

Sexual harassment has been defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when:

- 1) Submission to such a conduct is made, explicitly or implicitly, a term or condition of an individual's employment.
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Consequences of Harassment

An immediate inquiry into a complaint will be made. If, after appropriate investigation, the City finds that any employee has violated this policy, prompt and corrective action will be taken which will subject such employees to disciplinary action, up to and including termination.

Questions about the Policy / Complaints

Any questions about this policy or any complaint by an employee or applicant who is subjected to harassment (whether sexual or on the basis of race, religion, national origin, age or disability) should be directed to the employee's supervisor.

The Complaint Process

There are several ways for employees to make their concerns known if they believe they have been the victim of harassment.

- 1) If the employee feels comfortable doing so, he or she should directly inform the person engaging in harassing conduct or communications that such conduct/communication is offensive and against City policy. The offending individual should be told to stop.
- 2) The employee should immediately contact his or her supervisor and/or
 - a) The employee does not wish to communicate directly with the person whose conduct is offensive.
 - b) Direct communication with the offending party has been unsuccessful.
- 3) If the individual engaging in harassment is the employee's supervisor, the employee should immediately contact the City Council. If the supervisor makes any attempts to discipline or retaliate against the employee for making any attempts to discipline or retaliate against the employee for making such a report, the supervisor's behavior should immediately be communicated to the Mayor's Office, or the City Council.

Maintaining Confidentiality

Every effort will be made to keep the identity of the "victim" and the "accused" confidentiality except as necessary to perform a thorough investigation and effect appropriate discipline. If confidences are not maintained, employees will be reluctant to step forward with their complaints and the offensive (and potentially illegal) behavior will continue. Only those people with an absolute need to know will be informed of the identity of the "victim" or the accused employee and necessary disclosure will be handled with discretion.

Leave from Work

Jury Duty

The City of Maxwell believes that serving as a juror is a civic duty. The employee (regardless of status) is urged to serve when called, provided essential services are maintained. When not serving, the employee is expected to be at work. In order to be compensated for jury or witness duty:

- 1) Employees must not be in a non-probationary status in order to be reimbursed for time served.
- 2) The City will pay the employee, upon receipt for the court's paycheck stub, the difference between the pay received from the court for witness or jury duty and the employee's regular earnings.
- 3) The sum of the jury/witness duty pay and City paid reimbursement for jury or witness duty will not exceed the regular wage normally paid to the employee.
- 4) Employees are expected to report to work when they are free of jury duty or witness duty during working hours. Employees will not be compensated for free time not worked.

This also shall apply when the City's attorney or insurance company requests an employee to represent the City in legal matters. The employee must make arrangements with the City Clerk for endorsement of jury/legal duty paychecks to the City.

Public Office

An employee elected to public office must, by law, be permitted time off to attend the meetings of the office. The time taken to attend the meetings of the office will be taken without pay.

Voting

In the event that an employee is not able to vote before or after his or her regularly scheduled working hours, time off with pay will be granted to the employee for the express purpose of voting. Time off with pay for voting purposes cannot exceed one hour.

Supervisors will schedule employee absences for voting in such a way that disruption to work schedules and operations is minimized.

An employee is entitled to time off work without pay to serve as an election judge. The employee must provide 10-day notice to the City in this situation. Employees may also use this occasion as flex time.

Leave of Absence Without Pay (LOA)

The employee may request to be away from her/his job for an extended period of time without pay. The requests must be approved by the Mayor.

CONDITIONS - The employee may be granted such leave provided: (1) accrued paid leave has been used; or (2) No paid leave benefits accrue or will be paid during the leave.

PERSONAL - Up to 30 days may be approved for personal leave without pay after all accrued vacation leave have been paid.

Veteran's Status

Military Leaves of Absence

This policy reflects changes codified in the Uniformed Services Employment & Reemployment Rights Act of 1994 (USERRA). USERRA provides protection to members of the Uniformed Services, including Active Military, Reserve, and National Guard. It also protects the job rights of those making application to become members of the Uniformed Services. This policy guidance is not intended to be all inclusive. To the extent that policy may conflict with Federal statutes, the provisions of USERRA prevail.

Giving of Notice:

Employees must provide advance notice of military service to employers. Notice may be either written or oral. It may be provided by the employee or by an appropriate officer of the branch of the military in which the employee will be serving.

Length of Absence:

The cumulative length of absence of an employee to serve in the uniformed services, after December 12, 1994, may not exceed five years. Exceptions to the cumulative 5-year limit will be made for:

- 1) Service required beyond 5-years to complete an initial period of obligated service.

- 2) Service from which an employee, through no fault of the person, is unable to obtain a release within the 5-year period.
- 3) Required training for members of the National Guard and Reserves.
- 4) Service under an involuntary order to active duty, or to be retained on active duty, during a domestic emergency or national security related situations.
- 5) Service under an order to active duty, or to remain on active duty, during a war or national emergency declared by the President or Congress.
- 6) Active duty (other than for training) by volunteers supporting "operational missions" for which selective reservists have been ordered to active duty without their consent.
- 7) Federal service by members of the National Guard called into action by the President to suppress an insurrection, repel an invasion, or to execute the laws of the United States.

Return to Work

A person whose military service lasted from 1 to 30 days must report to his employer by the beginning of the first regularly scheduled work day that would fall eight hours after the person returns home from military service. Military service includes reasonable time for travel to and from the place of service.

A person whose military service lasts from 31 to 180 days must make application for reemployment no later than 14 days after completion of the period of military service.

A person whose military service lasts more than 180 days must make application for reemployment no later than 90 days after completion of the period of military service.

Re-employment Position

A person serving from 1 to 90 days will be reemployed in the position the person would have held had the person remained continuously employed, so long as the person is qualified for the position or can become qualified after reasonable efforts by the supervisor to qualify the person.

A person serving 91 days or more will be reemployed in (1) the position the person would have held had the person been continuously employed, or (2) a position of equivalent seniority, status, and pay, so long as the person is qualified for the position or can become qualified after reasonable efforts to qualify the person. If the person cannot become qualified in (1) or (2), the person will be reemployed in any other position of lesser status and pay that the employee is qualified to perform with full seniority.

Employers may request that a person, who was absent for a period of service of 31 days or more, document the period of military service to show that the application for reemployment was timely, the person has not exceeded the five-year limitation, and the person's character of service was honorable. Even if documentation is unavailable, the employer must reemploy the person. However, if documentation becomes available that indicates that one or more of the reemployment requirements was not met, the individual may then be terminated. Where a person was absent for 91 days or more, employers may delay making retroactive pension contributions until the person submits satisfactory documentation regarding their leave.

Rights of Re-employed Persons

Benefits will be continued during a military leave according to applicable state and Federal regulations. Upon reemployment, persons are entitled to all seniority related benefits as if they had remained continuously employed.

Service members will be provided all rights and benefits not based on seniority to the extent that those rights and benefits are available to other employees on non-military leaves of absence, whether paid or unpaid. If there is a variation among different types of non-military leave, the most favored treatment will be accorded the service member.

If, prior to leaving for military service, an employee knowingly provides clear written notice of an intent not to return to work after military service, the employee waives entitlement to non-seniority leave-of-absence rights and benefits.

The employee must be aware of the specific rights and benefits to be lost. If the employee lacks the awareness or is otherwise coerced, the waiver will be ineffective. Notice of intent not to return to work can waive only non-seniority leave-of-absence rights and benefits. Service members cannot surrender other rights and benefits that a person would be entitled to under the law, particularly reemployment rights. Service members will be required to pay the employee cost, if any, of any funded benefits to the extent that other employees on a leave-of-absence would be required to pay.

Non-Discrimination

USERRA prohibits discrimination against persons who serve in the uniformed services. The law also prohibits acts of reprisal against service members and those who would testify or witness to discrimination against uniformed service members. Non-discrimination clauses of the statute cover persons, who are members of, who apply to be members of, perform, have performed, and apply to perform, or have an obligation to perform service in a uniformed service.

Health Benefits

Persons who have coverage under a health plan in conjunction with the person's position of employment may elect to continue such coverage. The maximum period of coverage of the person and the person's dependents shall be the lesser of (1) the 18-month period beginning on the date on which the person's absence begins, or (2) the day after the date on which the person fails to apply for or return to a position of employment within the specified time-frames required by the statute. A person who elects to continue health-plan coverage may be required to pay not more than 102 percent of the full premium under the plan. A person whose health plan was terminated by reason of service in the uniformed services may not be required to complete a waiting period for reinstatement of coverage following reemployment.

Compensated Military Leave

USERRA does not require employers to compensate employees who are performing military service. The City of Maxwell elects to pay an employee serving in the military the difference between their regular pay and the pay they receive for active duty reserve training for up to two weeks annually.

In the event of a prolonged deployment, the City of Maxwell agrees to pay the difference between the individual's regular pay and the taxable pay they will receive on active duty for the duration of up to 6 months of their deployment.

Employees are not required to use their flex time during military training and other military duties but may elect to do so. If the employee chooses to do so, they will not be eligible for any supplemental pay under the provisions of this policy.

The employee is expected to provide prior notice of impending military leave and to provide copies of military orders or other documents which will validate such leave.

PAYROLL PROCEDURES

Start / Quit Times

Employees are expected to be working at the official start of their shift. Employees are expected to continue working until the official quit time of their shift.

Overtime

Non-exempt 40-hour week. To comply with the Fair Labor Standards Act (FLSA) as amended, the City of Maxwell shall pay overtime of one and one-half times the employee's regular rate after 40 hours of work in the work week. Holidays are included in the computation for overtime pay. Employees should minimize the amount of over-time worked, whenever possible.

For example: if 10 hours is worked on Monday, then only 6 hours should be worked on Tuesday if at all possible, balancing to 40 hours at the end of the week. As a further example, if in a pay period, an employee had one holiday and 30 hours were worked, and half a day was taken off; then 2 hours of overtime would be removed from the employee's overtime bank and no new hours of overtime will have been earned during that pay period. No time over 40 hours shall be worked without Mayor's approval. Res. 98-14.

Pay Period

Each pay period will cover fourteen (14) consecutive days beginning on Wednesday at 12:01 A.M. and ending on Tuesday at 12:00 P.M.

Timesheets

Employees will make daily entries on their time sheet showing the time they start and the time they stop. Paid time off leave should be recorded on the time sheet by writing the work "PTO" and the number of hours on your time sheet for the proper day. This is also true for vacation and compassionate time used. The time sheet will cover the entire pay period and shall be given to the City Clerk each Wednesday following a work week.

Pay Day

All employees are paid every other Thursday (bi-weekly) for work performed during the 14-day period ending on the preceding Tuesday.

Deductions

Deductions will be made for full-time and part-time employees for Federal and State income taxes, as well as your matching Social Security payments. They will be computed using a government tax guide table. The City of Maxwell is subject to withholding under the Iowa Public Employees Retirement System (IPERS).

Paychecks

Your paycheck is computed on an hourly basis and paid biweekly (26 or occasionally 27 pay periods per year). An estimate of the annual salary can be computed by using the hourly rate x 2080 hours. This is only an estimate because the work year fluctuates between 2080 hours and 2096 regular hours depending upon leap years and whether the work year begins or ends on a weekend.

Resignation and Final Paycheck Procedures

If you wish to resign from City employment in good standing proper notification must be given. At least two (2) weeks notice is requested from all employees, and three to four weeks notice is appreciated. This will be one of the factors mentioned on your record and used for re-employment considerations. The notice must be put in writing and submitted to the Mayor.

Before the City of Maxwell issues your final paycheck, the following items must be taken care of:

- 1) Keys – to be returned to the City Clerk
- 2) Employee Handbook, reference materials – to be returned to the City Clerk
- 3) City tools, equipment & tangible property – to be returned to the City Clerk

All final paychecks will be processed in accordance with the payroll procedures, outlined elsewhere in this handbook, and can be picked up after the employee has completed the above items, only then will your check be released to you or someone with signed permission.

Your final paycheck should include your unused vacation and unused compensatory time. The compensatory time pay will be computed at one and one-half times your regular hourly rate at termination or the average regular hourly rate received over the last three (3) years, whichever is higher. These employee benefits cannot be claimed if you have not met the eligibility requirements. If you have any questions, please contact the City Clerk.

Reinstatement

The full or part-time employee who resigns with proper notice has 60 calendar days to apply for reinstatement without total loss of prior tenure. Reinstatement shall be at the Council's option provided there is an authorized job vacancy. If reinstated, the employee shall not receive credit for the time between resignation date and reinstatement date.

Wage Garnishment

The City is required by law to accept garnishments received in the form of a court order. In all cases of wage garnishments, the City Clerk will contact the employee. See Attached Res. 96-18 & 96-19. No employee will be disciplined, discharged, or discriminated against in any way because of a garnishment. All garnishments will be treated with the strictest confidentiality. Only those employees with a need to know, such as the City's payroll clerk, will be informed of the garnishment. Those who are informed of the garnishment will be advised to treat the manner with confidentiality.

Employee Meetings

When a supervisor requires an employee to attend a work-related meeting, the employee is considered to be on City time. ***The employee is entitled to his or her regular rate of pay for the time spent at the meeting.***

This category can be divided into two different parts: meetings held during business hours and meetings held outside of typical business hours.

Meetings Held During Business Hours

Meetings requiring employee attendance should be held during regular business hours whenever possible. At times it may be necessary to schedule a meeting during other hours.

Work-related meetings ***either fulfill a requirement of your job or provide information and/or training to help you achieve better performance on the job.*** Examples of work-related meetings include:

- General information meetings regarding the City's business.
- Safety meetings.
- Meetings to train employees on the use of new equipment.
- Employee training sessions.

Meetings Held During Non-Work Hours

Employees ***will not be paid for attendance at meetings held during non-work hours when the meeting is primarily for the benefit of employees.*** Even when such meetings may be sponsored by the City and held exclusively for employees, the attendance by employees is optional. The announcement for such meetings will specify the optional attendance.

Examples of non-work hour meetings:

- Informational meetings about activities or programs.
- Social activities, such as retirement banquets, parties, etc.

EMPLOYEE BENEFITS

Holidays

Full-time Employees: The City observes the following days:

- 1) New Year's Day (January 1)***
- 2) Memorial Day (last Monday in May)**
- 3) Independence Day (July 4)***
- 4) Labor Day (first Monday in September)**
- 5) Veteran's Day (November 11)***
- 6) Thanksgiving Day (fourth Thursday in November)**
- 7) Christmas Eve (December 24) when December 25th falls on Tuesday, Wednesday, Thursday, or Friday**
- 8) Christmas Day (December 25 ***

* When the actual holiday is on Saturday, the City observes the proceeding Friday. When the actual holiday falls on Sunday, the City observes the following Monday.

Unfortunately, the needs of the customer may dictate employee's schedules. Some of these needs may fall on a holiday. If employees are required to work on a standard holiday, they will be paid at two times their regular rate of pay.

Part-time Employees: Part-time employees do not receive the holiday pay benefit. However, if the part-time employee works a set, regular schedule (e.g. 4-hour workdays/5 days a week) and a Holiday falls on one of their regularly scheduled days, they would be paid their regularly scheduled hours for that day. If employees are required to work on a standard holiday, they will be paid at two times their regular rate of pay.

FMLA

Entitlement to Leave

FMLA provides for job-protected absences for your own serious health condition, or that of an eligible family member. To be eligible for FMLA you must be employed by the City of Maxwell for at least 12 months. The amount of leave per calendar year for any one or combination of the following reasons is as follows:

- 1) Twelve weeks of FMLA can be used for:
 - a) Your own serious health condition
 - b) The birth of your child with absence starting at time of delivery
 - c) Pregnancy and/or related illness prior to delivery (may be used for prenatal doctor visits)
 - d) The placement of a child with you for adoption or foster care
 - e) Caring for your eligible family member with a serious health condition. Family members include your parent (but not your parents-in-law), spouse, child under age 18, or child 18 years of age or older who is incapable of self-care because of a mental or physical disability (including a child of a person standing in loco parentis*).
 - f) Military Family Active Duty Leave
- 2) Twenty-six weeks of FMLA can be used for:
 - a) Military Family Leave to Care for a Covered Service Member

Serious Health Condition

“Serious health condition” means an illness, injury, impairment, or physical or mental condition that involves either:

- 1) In-patient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or
- 2) Continuing treatment by a health care provider, which includes:
 - a) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also includes:
 - i) Treatment* two or more times by or under the supervision of a health care provider (i.e., in-person visits), the first within 7 days and both within 30 days of the first day of incapacity; or
 - ii) One treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with a continuing regimen of treatment** (e.g., prescription medication, physical therapy); or
- 3) Pregnancy - Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or
- 4) Chronic Serious Health Condition - Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time (including recurring episodes of a single underlying condition), requires periodic visits (at least twice a

year) for treatment by a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or

- 5) Permanent/Long Term condition - A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
- 6) Multiple Treatments - Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

*Treatment includes examination to determine if a serious health condition exists and evaluation of the condition. Treatment does not include routine physical, eye or dental examinations.

**Continuing regimen of treatment does not include taking over the counter medication, bed-rest, fluids, exercise or other similar activities that can be initiated without a visit to a healthcare provider.

Paid Time Off (PTO)

The purpose of Paid Time Off (PTO) is to provide employees with flexible paid time off from work that can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities of the employee's choice. The City's goal is to reduce unscheduled absences and the need for supervisory oversight.

Guidelines for PTO Use

Each employee will accrue PTO bi-weekly in hourly increments based on their length of service as defined below. PTO is added to the employee's PTO bank when the bi-weekly paycheck is issued. PTO taken will be subtracted from the employee's accrued time bank in one-hour increments.

Eligibility to accrue PTO is contingent on the employee either working or utilizing accrued PTO for the entire bi-weekly pay period. PTO is not earned in pay periods during which unpaid leave, short-term or long-term disability leave, or workers' compensation leave are taken.

Employees may use time from their PTO bank in hourly increments. Time that is not covered by the PTO policy, and for which separate guidelines and policies exist, include City paid holidays, bereavement time off, required jury duty, and military service leave.

To take PTO requires two days of notice to the Mayor unless the PTO is used for legitimate, unexpected illness or emergencies.

Paid Time Off (PTO) Exceptions

Employees who miss more than three consecutive unscheduled days, may be required to present a doctor's release to the Mayor that permits them to return to work.

PTO taken in excess of the PTO accrued can result in progressive disciplinary action up to and including employment termination. This time will be unpaid.

Under the City's Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time.

Unscheduled absences, due to illnesses of four hours or more that result in consecutive days absent from work are considered one absence incident in relationship to potential disciplinary action.

Any employee who misses two consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job.

Specific Eligibility for Paid Time Off (PTO)

PTO is earned on the following schedule based on a 40-hour work week. PTO is prorated based on the number of hours worked on an employee's regular schedule.

<i>PTO Accrual</i>		
Years of Service	Pay Period Accrual	Annual Accrual
0-1	4	104
2-3	5	130
4-5	6	156
6-10	7	182
11-15	8	208
16+	9	234

Employees are paid for the PTO they have accrued at employment end up to a maximum of 160 hours for Full Time employees. Part-time employees will receive the % of 160 hours equal to their % of regular scheduled weekly hours worked. (For example, a part-time employee regularly scheduled to work 20 hours per week would be eligible to receive 50% of 160 hours or 80 hours of PTO paid out at employment end.)

If an employee has used PTO time not yet accrued, and employment terminates, the PTO taken is deducted from the final paycheck. Employees who give two weeks' notice of employment termination must work the two weeks without utilizing PTO.

In the event the employee terminates or is terminated from their position within the first 6 months of employment, any PTO used within the first six months of employment will be deducted from the employee's final paycheck.

Paid Time Off (PTO) and Overtime (OT) Donation

The City of Maxwell recognizes that medical emergencies may occur requiring an employee to exhaust all accrued paid leave (PTO, vacation, compensatory, holiday time), creating a serious financial burden for the employee. Employees may voluntarily donate PTO or OT hours to an employee shared leave bank that any eligible employee may draw upon request. All leave donors will remain anonymous. All donations will be pooled in the bank and shall not be designated for a particular leave recipient. An eligible employee may draw up to 216 hours of paid leave from the bank in a twelve (12) month period after which time requests for extensions must be made in writing to the Mayor and approved by the City Council.

Donation of Leave

- Only accrued, unused Paid Time Off (PTO) or Overtime (OT) can be donated.
- All donated leave must be voluntarily given. No employee shall be coerced, threatened, intimidated, or financially induced into donating leave for the purpose of this program.
- Employees eligible to accrue paid leave may donate an amount of PTO time that does not cause their leave balance to fall below zero.
- Employees shall be mindful that medical emergencies can happen to anyone, including themselves, thus employee discretion is advised in determining whether to donate leave and how much to donate.
- Leave donors must complete a Paid Leave Donation Authorization Form.
- Once the leave is donated, it cannot be taken back.

Eligibility to be a Leave Recipient

- Must be an employee eligible for PTO or OT and have been employed by the City at least twelve (12) consecutive months.
- Prior to applying for leave, the employee must have exhausted or will shortly exhaust all PTO and OT.
- The employee must submit documentation from a licensed physician or health care practitioner verifying the employee suffers from a serious health condition, or has an immediate family member suffer from such a condition.
- The employee has abided by the City policies and procedure regarding the use of leave.
- The condition has caused or is soon to cause the employee to go on leave without pay or terminate city employment where such termination would be due solely to exhaustion of the employee's accrued leave hours.

Value of Donated Leave

- Each leave hour donated will result in one leave hour banked for recipient use. Overtime hours are donated on the basis of hours earned even though they are paid at a rate of one and one-half times the rate of regular time for each hour earned.
- The leave recipient will be compensated at the recipient's normal wage.
- A recipient may not draw more than an average of 40 hours per week or 80 hours per pay period.

Other Regulations

- A leave recipient can still accrue their regularly allotted PTO while hours are being drawn from the bank.
- Leave recipients will have taxes and other withholdings withheld from their paycheck.
- Donors and recipients shall be responsible for any tax liabilities resulting from the program.
- A leave donor may not claim an expense, charitable contribution, or loss deduction for any leave donation.
- Donated time may be utilized by the employee provided the department is able to function during this time without the employee as determined by the Mayor. Any employee in the position of having time donated to them must agree to update the Mayor weekly as to the status of their status and the probable date of their return to work.
- If the employee is eligible for reimbursement through another program such as worker compensation or long-term disability this policy cannot be activated or would be limited to the time frames outside the coverage of the other program.

Maternity

Disabilities caused or contributed to by pregnancy, miscarriage or childbirth – and the recovery therefrom – are temporary disabilities. They are treated as such under their PTO-pay benefit. When such an absence exceeds five days, an attending physician's statement must be provided to the Mayor before PTO pay is granted. For extended time off due to such complications, individuals may refer to FMLA requirements and stipulations, as they could apply.

Status Changes

Employees who change status from full-time to part-time – or vice versa – retain PTO leave and vacation accrued at the time of the change and begin to accrue at the new rate.

Accrued PTO hours are paid based upon the terms of this policy at termination.

Compassionate Leave

All regularly scheduled full-time and part-time employees are eligible for funeral leave with pay. Part-time employees may be granted time based on their part-time schedule. For example, if a part-time employee works 4 hours a day/5 days per week, they may be granted 3 – 4-hour work days for compassionate leave.

Time off with pay, regardless of employee status, will be granted according to the following:

- 1) In the event of death of immediate family (mother, father, mother-in-law, father-in-law, step-parent, spouse, child, step-child, daughter-in-law, son-in-law, brother, sister, or grandchild) three (3) days of paid leave will be granted.
- 2) In the event of the death of a non-immediate family (brother-in-law, sister-in-law, grandparent, aunt, uncle, or cousin) one (1) day of paid leave will be granted.

Employees may request additional time off without pay or use personal leave days if a longer leave is needed. An employee wishing a day off to attend a funeral or a friend may request an excused day of absence without pay, or they may use a personal day of leave.

Social Security

With respect to Social Security, a deduction is made from your paycheck and the City of Maxwell contributes an equal amount to this federal government sponsored retirement plan.

Pensions

Employees of the City of Maxwell come under the guidelines of the Iowa Public Employees Retirement System (IPERS) at the time you become a full-time or part-time employee. IPERS is a local government sponsored retirement plan. All pension benefits and payroll deductions are subject to the requirements of the IPERS pension fund entity. Chapter 97B of the Code of Iowa mandates all aspects of the City's participation in IPERS.

Dental Insurance

The City of Maxwell does not provide dental insurance for any of its employees.

Health Insurance

The City of Maxwell allows all full-time employees to participate in health insurance coverage. Employees may be responsible for paying all or a portion of the insurance premiums to maintain coverage.

Life Insurance

The City of Maxwell does not provide long term disability insurance for any of its employees.

Work Breaks

Two 15-minute paid rest periods are allowed during each eight-hour tour of duty. They may not be taken at the beginning or end of the day. A 60-minute lunch break (non-paid) is provided during each shift.

DISCIPLINE POLICY

Application of the Discipline Policy

The discipline policy covers all employees who are not expressly excluded in this or some other City policy or agreement (e.g. collective bargaining agreement). Supervisory personnel may begin disciplinary action for several reasons, including, but not limited to:

- 1) Violations of established work rules
- 2) Insubordination
- 3) Disloyalty
- 4) Theft or Sabotage
- 5) Substandard Job Performance
- 6) Violation of Policy

For the purposes of the following discipline process, "offense" will refer to any and all employment offenses, complaints, performance short-comings and violations.

The Discipline Process

The disciplinary process described on the following pages outlines a progressive approach for responding to employment problems, however, the action to be taken depends on the nature of the offense and, in some cases, the employee's past record.

The response to an offense can range from informal counseling to immediate termination from employment. No employee is guaranteed the right to progressive discipline. Management may exercise judgment in determining if the severity of the employee's action should result immediate dismissal.

First Offense

- 1) The normal response to a first offense is to give the employee an informal warning and to counsel the person on what needs to change and how it must change. The following conditions apply to the informal warning:
 - a) Although the warning will be made verbally to the employee, it will also be documented with a copy of the documentation given to the employee.
 - b) The employee does not need to sign the documentation on the informal warning.

Second Offense

- 2) In the event of a subsequent offense, a formal written warning may be given to the employee. The following conditions apply to the formal written warning:
 - a) The written warning will clearly describe the specific offense and warn the employee of the possible future consequences if there are additional offenses. Possible future consequences include: final warning, suspension and/or discharge.

- b) The supervisor must ask the employee to acknowledge his or her receipt of the warning by signing the written warning document. If the employee refuses to sign the document, the refusal must be witnessed by a second person. The second person will sign the document indicating that the employee saw the warning and refused to sign.
- c) A formal warning does not need to involve either the same offense for which a prior counseling was given or an equivalent offense.

Third Offense

- 3) A final warning may be issued if another offense occurs. The following conditions apply to the final warning:
 - a) The final warning will be in writing and specifically state that the employee may be discharged for any subsequent offense or failure to meet performance standards.
 - b) The supervisor may suspend the employee for a fixed period of time if it is deemed appropriate.
 - c) The final warning does not need to involve either the same offense for which prior counseling (or a written warning) was given or an equivalent offense.
 - d) If the employee commits any further offense or fails to improve performance to meet the standards specified in the formal written warning, the employee may be terminated.

Additional Considerations

- 4) The City reserves the right to deviate from this policy when circumstances warrant.
- 5) No supervisor may terminate any employee without first reviewing the decision to terminate with the council and with council approval.

Reasons for Disciplinary Action

The City of Maxwell has compiled a list that is representative of the types of behaviors which could result in various disciplinary actions. The list is not intended to be comprehensive but is included only to serve as an example of the types of behaviors that are not acceptable.

As employees (and prospective employees) review the list, they should notice that it does not explain which actions would result in a written warning, suspension, or even termination. Categorizing offenses would limit the City's ability to apply appropriate disciplinary actions based on the nature and severity of offenses.

Examples of disciplinary infractions:

(That could result in action up to and including the termination of employment.)

Any act that threatens the safety, health, or well-being of another person	Careless operation of City vehicles
Bribery	Job abandonment
Bringing weapons to work	Loss of driver's license (for those in a driver's position)
Dishonesty	Mistreatment of customers or co-workers
Divulging confidential information	Misuse of City equipment or materials
Excessive absenteeism	Neglecting to perform the duties of the job
Excessive tardiness	Possession of controlled substances or alcohol on the job
Falsifying time cards	Smoking in or on City property
Fighting	

Reporting to work under the influence of drugs and alcohol
Sabotage
Harassment
Theft

Use of alcohol on the job
Violation of safety regulations
Wasting time (e.g. personal calls, typing personal letters, etc.)
Working in competition with the City

CONFIDENTIAL INFORMATION

In the course of your work, you may have access to confidential information regarding the citizens of Maxwell. It is one of your most important responsibilities to protect the privacy and confidence of the citizens. Any confidential information should be used in the performance of your duties. Failure to comply will result in disciplinary action.

ALCOHOL AND DRUG USE

Drugs and alcohol can have a profound effect on one's ability to not only do their job, but also on one's ability to represent the high expectations of the City. The following is key information to be a successful employee of the City of Maxwell.

The **Drug Free Workplace Act of 1988** establishes a drug policy with which compliance is a condition of employee's or contractor's continuing employment with the City and requires the City to so notify their employees or contractors. The Act also requires the employees to notify their supervisor if convicted of violating any criminal drug statute in the workplace no later than five days after conviction.

Drug Free Workplace Policy Statement

It is the policy of the City that employee shall not be involved with the unlawful possession, sale, or transfer of drugs or narcotics. In addition to illegal substances, the lawful possession of alcohol and drugs are prohibited if such possession or use impacts an employee in any of the following ways:

- Impair an employee's safety or ability to perform his or her assigned job tasks.
- Affect the work performance or safety of other employees.
- Adversely affect the City's business interests.
- Impact the image or reputation of the City of Maxwell in an adverse way.

Employees will not engage in drug or alcohol use while at work. Furthermore, employees will not operate City owned machinery while under the influence of drugs or alcohol. ***Employees will also ensure that they do not smell of or give the appearance of drug or alcohol use.***

Policy Intent

Drug and alcohol abuse and use in the workplace is a complex problem with no easy solutions. It can cause severe emotional, physical, and financial damage to individuals and employers.

Our City has also made a commitment to the health, safety, and well-being of our employees and property. Therefore, we must have focus on impact of drug and alcohol use as it affects the safety and performance of our employees.

Definitions

For the purpose of this policy, the following definitions apply.

"At Work" shall be defined as:

- During work hours.
- On City premises.
- Off City premises while on City business.
- While operating City vehicles, machinery, or equipment.

“Drugs” shall be defined as:

- Drugs which are not legally obtainable.
- Drugs which have been prescribed by a doctor but obtained illegally.
- Prescribed drugs which are not being used for prescribed purposes.
 - Any and all forms of narcotics, depressants, stimulants, or hallucinogens whose sale, purchase, transfer, use or possession are prohibited or restricted by law.
 - Any legally obtained drug (including alcohol and prescribed drugs while under medical attention), the use of which adversely affects the employee’s job performance.

Use of Prescription Drugs

The decision as to whether or not performance of an employee is acceptable is the responsibility of the employee’s manager, supervisor, or person(s) in charge.

The arrival of an employee on City premises while under the effects of any drug which could adversely affect one’s (or other employee’s) performance or safety is prohibited. This includes:

- Use of prescribed drugs while under the direction of a medical doctor.
- Use of legal drugs, while off City property and during non-working hours.

When physical-directed use of drugs adversely affects job performance, it is in the best interest of the employee, co-workers, and the City that the employee not report or remain at work, but to use a personal leave day and to remain at home. ***In such cases, your employer may request written documentation from your doctor verifying such prescriptions and their affects.***

Use of / Possession of Illegal Drugs

The use of or possession of illegal drugs is strictly prohibited by law.

Use of / Possession of Alcohol

The use of or possession of alcohol on City premises, in City vehicles, or conducting City business is strictly prohibited by City Code and rules of employee conduct. ***Employees showing the appearance of alcoholic intake or exuding the smell of alcohol while “on duty” may be subject to disciplinary action.***

Responsibility to Report

An employee who knows or believes there is unlawful involvement with drugs (legal or illegal) or involvement with alcohol contrary to this policy has a responsibility to report such infractions to a supervisor. The City will use all investigative techniques available, including testing and analysis as required and/or permitted by law, to detect policy violations.

Confidentiality in Reporting

All reasonable attempts will be made to help protect the confidentiality of those reporting incidents of inappropriate drug and/or alcohol abuse.

Investigation of Inappropriate Usage

When an employee is believed to be involved in the possession, sale, purchase, or transfer of illegal drugs on City premises or while on City business, the employee will be suspended pending an investigation. ***Local police or other law enforcement will be contacted.***

The authorities will be asked to assist in providing such an investigation. If the results of the inquiry show that the employee did violate City policy and law, the employee may be terminated. If the results indicate the employee did not violate the City policy, the employee will be paid for the period of suspension and shall immediately be reinstated to duties.

Treatment

It is the City's policy to encourage any employee with an alcohol or drug dependency or like concern to seek professional assistance before the problem leads to an incident that may result in discipline or termination. ***An employee's request to submit to an alcohol or drug rehabilitation program or participation in such an assistance program does not waive the application of this policy to the employee.***

If an employee voluntarily enters into a rehabilitation or assistance program prior to a disciplinary termination, the employee will be granted appropriate leave of absence (upon employee request) with no penalty. The employee will also retain all seniority. After successful completion of such program, the employee will be reinstated to an equivalent position to one that was held prior to the leave of absence.

Leave of Absence During Treatment

Any leave of absence due to enrollment in a rehabilitation or similar assistance program will be classified as a medical leave of absence in terms of pay and use of PTO time. An employee can utilize any unused PTO time they have accumulated. ***In the event the employee has not PTO time accumulated, they will take the leave as unpaid.***

Employee Assistance Program

The City of Maxwell will maintain a resource file of certified substance abuse programs available to assist employees with personal or behavioral problems. The City will notify employees of the existence of the resource file, and provide information on how to access services listed in the file.

Payment for Treatment

Our state's drug testing laws ***do not require the City of Maxwell to pay for rehabilitation*** for employees after a positive drug or alcohol test. For more information, please see the Mayor's office.

Alcohol and Drug Testing

The City of Maxwell has outlined the process and procedures for the screening of existing employees, as well as potential employees for the use of alcohol and drugs.

Policy Statement

The use, possession, distribution or sale of alcohol or illegal drugs anywhere at work is prohibited and considered a willful violation of City policy which can result in suspension and discharge. Drug and alcohol testing may be conducted under the circumstances set forth below and on the following pages.

Testing of Applicants

- 1) All candidates who have been offered employment for full and part-time positions will be required to take a drug test as part of the pre-placement procedure. The applicant will be notified of test results and the employment offer will be withdrawn from anyone who tests positive.

Testing of Current Employees

- 2) A current employee may be required to participate in drug and alcohol testing if there is reasonable cause to suspect that the employee:
 - a) Is under the influence of drugs and alcohol.
 - b) Has violated established written work rules prohibiting the use, possession, sale, or transfer of drugs or alcohol while working, while on City premises, or while operating City vehicles, machinery or equipment.
 - c) Has sustained a personal injury or caused another employee to sustain an injury.
 - d) Has caused a work-related accident or was operating or helping to operate equipment, machinery, or a vehicle involved in a work-related accident.
- 3) A current employee may be required to participate in drug and alcohol testing if that employee:
 - a) Has been referred by the City for chemical dependency treatment or evaluation.
 - b) Is participating in a chemical dependency treatment program under the employee benefit plan.

The employee may be required to participate in testing, without prior notice, during the period of evaluation or treatment and for up to two years following completion of any prescribed chemical dependency program.

- 4) Current employees may also be required to submit to drug and alcohol testing:
 - a) As part of a routine physical exam. The testing will not occur more than once a year and employees will be given a two-week written notice.
 - b) On a random basis for employees in "safety sensitive" positions (i.e. where impairment would threaten someone's health or safety).

Refusal to Test

- 5) Employees may refuse to submit to drug/alcohol testing, however, refusal to submit to a required testing will be grounds for immediate suspension with intent to terminate. Offers of employment will be withdrawn from applicants who refuse testing.

Pre-Test Information

- 6) On a written form, before testing is conducted, employees or applicants will be asked to:
 - a) State that they have read the City's drug policies.
 - b) List over-the-counter or prescription medications they are taking or have taken recently.

- c) Provide any other relevant information.

Testing Results

- 7) Test results will be reported in writing to the employee or applicant within three days of receipt by the City. If the test result is positive, the written communication to the employee or the applicant will also inform the person of his or her right to:
 - a) Provide any additional information to the City that could explain the positive test result. The person may respond in writing within three working days of receipt of the test results from the City.
 - b) Receive a copy of the test result report.
 - c) Retest the original sample at his or her own expense; provided the individual informs the mayor of his or her intent to do so within five working days of his or her receipt of the notice of a positive test result.

City Response to Positive Test Results

- 8) A positive test result which has been confirmed indicating the presence of illegal drugs, alcohol or non-prescribed drugs may result in termination, subject to the following:
 - a) An employee who tests positive for the first time will be given the opportunity to participate in a counseling or rehabilitation program determined to be appropriate by the City, after consultation with a specialist in the field of chemical use treatment. Said participation will be provided at the City's expense.
 - b) The employee may be discharged for any of the following reasons:
 - i) The employee tested positive on a previous occasion in a work-related incident.
 - ii) The employee refused to participate in a chemical dependency counseling or rehabilitation program.
 - iii) The employee failed to successfully complete chemical dependency counseling or a rehabilitation program.

Confidentiality of Results

- 9) Results of a test or other information acquired in the drug and alcohol testing process will be treated as private and confidential information. **Results will be disclosed to the employee or applicant only**, and no one else outside the City, unless required by law or unless the release of the information is requested in writing by the individual.

City of Maxwell

107 Main Street • P.O. Box 215 • Maxwell, IA 50161-0215
Telephone (515) 387-8655 • Fax (515) 387-1223

PAID LEAVE DONATION REQUEST FORM

Name: _____

I am facing a medical emergency which has or will shortly require me to exhaust all accrued paid leave. I am an employee who has been employed by the City for at least twelve consecutive months and therefore am eligible to apply to the City of Maxwell Leave Donation Bank.

- I understand that I am not to coerce, threaten, intimidate, or financially induce other employees to donate to the *Leave Donation Bank*.
- I understand that all donations are to remain anonymous.
- With this request form, I am submitting documentation from a licensed physician or health care practitioner verifying the medical emergency.
- I understand that I may not draw more than an average of 40 hours per week and no more than 216 hours in a consecutive 12-month period.
- I understand that the *Leave Donation Bank* is strictly a voluntary pool of hours that may or may not have sufficient enough of hours to cover my request. There is no guarantee of hours.
- I understand that no hours within the *Leave Donation Bank* are specified for any single person and that if multiple employees are utilized the 'Leave Donation Bank' hours may be separated equally.
- I have read and understand the *City of Maxwell Leave Donation Policy*.

I, _____, am requesting _____ hours from the City of Maxwell Leave Donation Bank.

Employee Signature

Date

Mayor's Approval

Date

FOR OFFICE USE:

DONATION BANK UPDATED:

EMPLOYEE LEAVE UPDATED:

City of Maxwell

107 Main Street • P.O. Box 215 • Maxwell, IA 50161-0215
Telephone (515) 387-8655 • Fax (515) 387-1223

PAID LEAVE DONATION AUTHORIZATION FORM

Name: _____ (All leave donors will remain anonymous)

I voluntarily request to transfer _____ hours of...

Paid Time Off

Overtime

...to the City of Maxwell *Leave Donation Bank*.

I understand that by donating this leave, I am waiving and releasing all rights that I have to use this leave.

I am acknowledging that this leave is being given voluntarily and that no other employee has coerced, threatened, intimidated, or financially induced me into donating leave for the purposes of this program.

I understand that once leave is donated, it cannot be taken back.

I am aware that medical emergencies can happen to anyone, including myself, and I am using discretion in determining how much leave to donate.

Employee Signature _____

Date _____

Mayor's Approval _____

Date _____

FOR OFFICE USE:

DONATION BANK UPDATED:

EMPLOYEE LEAVE UPDATED: