

**PUBLIC NOTICE**  
**THE MAXWELL CITY COUNCIL WILL HOLD A SPECIAL**  
**MEETING ON WEDNESDAY, NOVEMBER 13, 2024 AT 6:00**  
**PM AT MAXWELL CITY HALL, 107 MAIN STREET,**  
**MAXWELL, IA**

The City of Maxwell invites residents to join this city council meeting via a conference call. If you would like to participate, you must call 844-855-4444 and enter this access code: 843508 no earlier than 5 minutes prior to the meeting.

1. CALL TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. CITIZENS FORUM
5. DISCUSSION AND ACTION ON RESOLUTION IN SUPPORT OF THE PROPOSED TERMS TO BE INCLUDED IN A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MAXWELL AND JAMC REAL ESTATE SOLUTIONS LLC OR RELATED ENTITY
6. DISCUSSION AND ACTION ON GARBAGE AGREEMENT WITH PRATT SANITATION INC.
7. DISCUSSION AND ACTION ON RESOLUTION APPROVING THE DONATION OF A PERMEANENT RECREATIONAL TRAIL EASEMENT BEING ON AND ADJACENT TO THE FORMER RAILROAD RIGHT-OF-WAY AT MANI STREET LOCATED IN THE CITY OF MAXWELL
8. DISCUSSION AND ACTION ON RESOLUTION APPROVING THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT FOR IMPLEMENTATUIN OF THE PUBLIC IMPROVEMENT AT 5<sup>TH</sup> AND BALDWIN STREETS LOCATED IN THE CITY OF MAXWELL
9. DISCUSSION AND ACTION ON SIDEWALK REPAIRS/REPLACEMETS
10. DISCUSSION ON BUDGET CALENDER AND COUNCIL PROJECTS
11. DISCUSSION AND ACTION ON HUXCOMM WATER USAGE FOR BORING
12. ADJOURN

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION IN SUPPORT OF THE PROPOSED TERMS TO BE INCLUDED IN A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MAXWELL AND JAMC REAL ESTATE SOLUTIONS LLC OR A RELATED ENTITY

WHEREAS, JAMC Real Estate Solutions LLC ("Developer") has proposed to cause the construction of certain Public Improvements and Housing Units (the "Project") within the proposed Rock Creek Ridge Estates subdivision within the City of Maxwell, Iowa ("City"); and

WHEREAS, Developer has proposed a development agreement with the City ("Development Agreement") pursuant to which the City would provide annual Tax Increment Financing ("TIF") grants in support of the Project; and

WHEREAS, the City intends to utilize its powers under the Urban Renewal Law to support the development of the Project, subject to certain conditions to be set forth in a detailed Development Agreement.

The City is further resolved to use best efforts to complete the statutory requirements of the Code of Iowa in order to approve and execute the development agreement. The City's commitment reflected in this Resolution is merely a present statement of intent. The City Council must exercise its ordinary political discretion in the completion of the statutory processes referenced herein. The City will not be held liable in the event that the City Council, through the exercising of its ordinary political discretion, determines to not approve any of the actions outlined herein.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Maxwell, Iowa:

Section 1: That the City proposes to support the Project as follows, contingent on the conditions in Section 2:

1. The designation of a ten (10) year Tax Increment Financing Development Agreement to JAMC Real Estate Solutions LLC for the Rock Creek Ridge Estates subdivision.
2. The designation of the current tax increment financing funds totaling \$180,000 to JAMC Real Estate Solutions LLC for the Rock Creek Ridge Estates subdivision.
3. The payment of up to ten annual Economic Development Grants to Developer each in the amount of 100% of the Tax Increment created by the Project after setting aside the required percentage for low and moderate income ("LMI") housing assistance. The aggregate amount of the annual Economic Development Grant payments to Developer shall not exceed the lesser of: (i) the Accepted Infrastructure Costs estimated at \$680,0000 or the amount to be determined through bidding process, ~~the amount of available Tax Increments~~ or (ii) 100% of the aggregate amount of the Qualified Costs submitted to and approved by the City as a part of Developer's completion of the Public Improvements. (Note that the grants shall be made solely from the incremental property tax revenue produced by the Project under Iowa Code Section 403.19, and that the actual amount of incremental taxes granted to Developer as rebates is dependent on the assessed value of the completed Project, tax rates, tax laws, tax payments, and other factors; depending on these variables, the aggregate grants to the Developer may not reach the stated maximum.) Payment of the Economic Development Grants is subject to annual appropriation

and conditioned on satisfaction of all the following conditions precedent at the time of each payment: a. Developer's timely completion of the Public Improvements and Housing Units pursuant to the terms of the Development Agreement; and b. Developer's compliance with the terms of the Development Agreement at the time of payment.

Section 2: That the terms listed in Section 1 shall be subject to and conditioned on all of the following:

1. The City completing all of the legislative processes necessary to adopt the Rock Creek Ridge Estates Urban Renewal Plan, create the Rock Creek Ridge Estates Urban Renewal Area, and identify the Project as an eligible urban renewal project.
2. The inclusion of the terms listed in Section 1 into a Development Agreement between the City and Developer (or a related entity) to be drafted by the City's counsel, including but not limited to, the above terms and other terms recommended by counsel; and the approval of the Development Agreement by the City Council in its final form following all required legislative processes including a public hearing.
3. Developer completing any City processes required for the Development Property to be used as proposed by the Project, including, but not limited to, rezoning of the Development Property (if needed) and issuance of all necessary City permits for the Project.
4. Completion of all City legislative processes (pursuant to Iowa's urban renewal law then in effect) necessary to adopt a TIF ordinance covering the Project site.

Section 3: That the City Administrator be hereby authorized and directed to proceed with the preparation of the necessary documents for the Rock Creek Ridge Estates Urban Renewal Plan and the Development Agreement, and to take other actions consistent herewith.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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Mayor

ATTEST:

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City Clerk

## GARBAGE SERVICE AGREEMENT

THIS AGREEMENT made and entered into by the City of Maxwell, IA hereinafter referred to as "Maxwell" and Pratt Sanitation Inc., hereinafter referred to as "Pratt";

WITNESSETH:

WHEREAS, Pratt currently desires to extend a Garbage Service Agreement with Maxwell, and

WHEREAS, Maxwell wishes to accept the terms of one certain Garbage Service Agreement with Pratt:

NOW, THEREFORE, in consideration of the terms and provisions hereinafter set forth, it is hereby agreed as follows:

1. Maxwell and Pratt agree that the terms of this Garbage Service Agreement shall commence on DECEMBER 1, 2024 and continue for a five year period ending NOVEMBER 30, 2029.
2. Maxwell and Pratt agree that the Garbage Service Agreement between these two parties shall be conducted as follows:
  - a. Pratt will collect garbage at the curb from residential customers and from agreed container locations for commercial establishments once each week. This weekly collection will generally occur on TUESDAYS but shall be subject to Pratt's discretion and schedule.
  - b. Garbage will be disposed of at the City of Ames Resource Recovery facility and all fees for disposal will be paid by Pratt.
  - c. Point of contact for service issues or scheduling shall be Maxwell City Hall.
  - d. Pratt shall furnish all equipment and labor required to perform the said contracted services. All equipment shall be in good repair and marked with contractor's name and phone number.
  - e. Each residence shall be provided one 95 gallon cart. All carts and containers provided are property of Pratt. Carts and containers will be assigned by serial number to each property. Pratt shall keep a record of the assigned

carts and containers and furnish a copy to Maxwell if requested. Pratt shall only be responsible for cart and container maintenance and or replacement due to normal wear and tear.

- f. Garbage and refuse not contained in supplied carts or containers will be subject to extra charges as outlined in the original service proposal. An addendum to this contract outlining extra charges will be provided after Maxwell selects the option they wish for handling extra charges.
  - g. Pratt shall receive compensation from Maxwell for the following:
    - i. 95gal cart per residence: \$15.70/month/cart
    - ii. Extra cart per residence: \$5/month/cart
    - iii. 30yd roll offs: \$400/dump plus disposal cost
    - iv. Replacement cart: \$75/cart
  - h. City owned properties will be serviced at no charge by Pratt.
  - i. Maxwell agrees to pay a monthly fuel surcharge when fuel prices rise above \$2.99/gallon according to the attached fuel surcharge table.
  - j. The agreed upon pricing shall remain the same for the entire contract term unless tipping fees are increased at the City of Ames Resource Recovery. In the event of such an increase, the monthly charges will be adjusted by a percentage equal to the percentage increase of tipping fees. Any increase greater than 7.5% must be approved by Maxwell city council prior to taking effect.
  - k. The original agreed upon number of carts and containers will be calculated at time of delivery and charged accordingly. The number of carts and containers may be periodically adjusted when deemed necessary and agreed upon by both parties.
  - l. Based on current customer list supplied by Maxwell total charges at time of signing are estimated to be \$5559/month not including any extra charges or applicable fuel surcharge.
3. Pratt agrees to carry adequate general liability and workers compensation insurance associated with its garbage collection activities to assure Maxwell that it will not be exposed to liability to its operation of the garbage trucks or the collection of waste by Pratt under the terms of this agreement. Pratt will provide Maxwell with a certificate of insurance.
4. Maxwell and Pratt agree that Pratt is an independent contractor and is not and employee of Maxwell.
5. Maxwell and Pratt agree that either party may terminate this agreement by written notice given sixty (60) days prior to the end of the term. If no notice is given, this agreement shall continue on a month-to-month basis following the end of the term.
6. This Garbage Service Agreement must be approved by the City Council of the City of Maxwell, Iowa, in order to be binding upon Maxwell.

7. The Mayor's execution of the agreement shall be confirmation that the City Council approval has been formally and properly given.
8. This agreement shall be binding upon the heirs, successors and assigns of each party to this agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor  
City of Maxwell

By: \_\_\_\_\_  
Gavin Stone, President  
Pratt Sanitation

## FUEL SURCHARGE TABLE

<u>FUEL PRICE</u>	<u>SURCHARGE %</u>	<u>FUEL PRICE</u>	<u>SURCHARGE %</u>	<u>FUEL PRICE</u>	<u>SURCHARGE %</u>
\$3.00	2.00%	\$3.64	3.28%	\$4.28	4.56%
\$3.01	2.02%	\$3.65	3.30%	\$4.29	4.58%
\$3.02	2.04%	\$3.66	3.32%	\$4.30	4.60%
\$3.03	2.06%	\$3.67	3.34%	\$4.31	4.62%
\$3.04	2.08%	\$3.68	3.36%	\$4.32	4.64%
\$3.05	2.10%	\$3.69	3.38%	\$4.33	4.66%
\$3.06	2.12%	\$3.70	3.40%	\$4.34	4.68%
\$3.07	2.14%	\$3.71	3.42%	\$4.35	4.70%
\$3.08	2.16%	\$3.72	3.44%	\$4.36	4.72%
\$3.09	2.18%	\$3.73	3.46%	\$4.37	4.74%
\$3.10	2.20%	\$3.74	3.48%	\$4.38	4.76%
\$3.11	2.22%	\$3.75	3.50%	\$4.39	4.78%
\$3.12	2.24%	\$3.76	3.52%	\$4.40	4.80%
\$3.13	2.26%	\$3.77	3.54%	\$4.41	4.82%
\$3.14	2.28%	\$3.78	3.56%	\$4.42	4.84%
\$3.15	2.30%	\$3.79	3.58%	\$4.43	4.86%
\$3.16	2.32%	\$3.80	3.60%	\$4.44	4.88%
\$3.17	2.34%	\$3.81	3.62%	\$4.45	4.90%
\$3.18	2.36%	\$3.82	3.64%	\$4.46	4.92%
\$3.19	2.38%	\$3.83	3.66%	\$4.47	4.94%
\$3.20	2.40%	\$3.84	3.68%	\$4.48	4.96%
\$3.21	2.42%	\$3.85	3.70%	\$4.49	4.98%
\$3.22	2.44%	\$3.86	3.72%	\$4.50	5.00%
\$3.23	2.46%	\$3.87	3.74%	\$4.51	5.02%
\$3.24	2.48%	\$3.88	3.76%	\$4.52	5.04%
\$3.25	2.50%	\$3.89	3.78%	\$4.53	5.06%
\$3.26	2.52%	\$3.90	3.80%	\$4.54	5.08%
\$3.27	2.54%	\$3.91	3.82%	\$4.55	5.10%
\$3.28	2.56%	\$3.92	3.84%	\$4.56	5.12%
\$3.29	2.58%	\$3.93	3.86%	\$4.57	5.14%
\$3.30	2.60%	\$3.94	3.88%	\$4.58	5.16%
\$3.31	2.62%	\$3.95	3.90%	\$4.59	5.18%
\$3.32	2.64%	\$3.96	3.92%	\$4.60	5.20%
\$3.33	2.66%	\$3.97	3.94%	\$4.61	5.22%
\$3.34	2.68%	\$3.98	3.96%	\$4.62	5.24%
\$3.35	2.70%	\$3.99	3.98%	\$4.63	5.26%
\$3.36	2.72%	\$4.00	4.00%	\$4.64	5.28%
\$3.37	2.74%	\$4.01	4.02%	\$4.65	5.30%
\$3.38	2.76%	\$4.02	4.04%	\$4.66	5.32%
\$3.39	2.78%	\$4.03	4.06%	\$4.67	5.34%
\$3.40	2.80%	\$4.04	4.08%	\$4.68	5.36%
\$3.41	2.82%	\$4.05	4.10%	\$4.69	5.38%
\$3.42	2.84%	\$4.06	4.12%	\$4.70	5.40%
\$3.43	2.86%	\$4.07	4.14%	\$4.71	5.42%
\$3.44	2.88%	\$4.08	4.16%	\$4.72	5.44%
\$3.45	2.90%	\$4.09	4.18%	\$4.73	5.46%
\$3.46	2.92%	\$4.10	4.20%	\$4.74	5.48%
\$3.47	2.94%	\$4.11	4.22%	\$4.75	5.50%
\$3.48	2.96%	\$4.12	4.24%	\$4.76	5.52%
\$3.49	2.98%	\$4.13	4.26%	\$4.77	5.54%
\$3.50	3.00%	\$4.14	4.28%	\$4.78	5.56%
\$3.51	3.02%	\$4.15	4.30%	\$4.79	5.58%
\$3.52	3.04%	\$4.16	4.32%	\$4.80	5.60%
\$3.53	3.06%	\$4.17	4.34%	\$4.81	5.62%
\$3.54	3.08%	\$4.18	4.36%	\$4.82	5.64%
\$3.55	3.10%	\$4.19	4.38%	\$4.83	5.66%
\$3.56	3.12%	\$4.20	4.40%	\$4.84	5.68%
\$3.57	3.14%	\$4.21	4.42%	\$4.85	5.70%
\$3.58	3.16%	\$4.22	4.44%	\$4.86	5.72%
\$3.59	3.18%	\$4.23	4.46%	\$4.87	5.74%
\$3.60	3.20%	\$4.24	4.48%	\$4.88	5.76%
\$3.61	3.22%	\$4.25	4.50%	\$4.89	5.78%
\$3.62	3.24%	\$4.26	4.52%	\$4.90	5.80%
\$3.63	3.26%	\$4.27	4.54%	\$4.91	5.82%

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\$4.92	5.84%	\$5.56	7.12%	\$6.20	8.40%
\$4.93	5.86%	\$5.57	7.14%	\$6.21	8.42%
\$4.94	5.88%	\$5.58	7.16%	\$6.22	8.44%
\$4.95	5.90%	\$5.59	7.18%	\$6.23	8.46%
\$4.96	5.92%	\$5.60	7.20%	\$6.24	8.48%
\$4.97	5.94%	\$5.61	7.22%	\$6.25	8.50%
\$4.98	5.96%	\$5.62	7.24%	\$6.26	8.52%
\$4.99	5.98%	\$5.63	7.26%	\$6.27	8.54%
\$5.00	6.00%	\$5.64	7.28%	\$6.28	8.56%
\$5.01	6.02%	\$5.65	7.30%	\$6.29	8.58%
\$5.02	6.04%	\$5.66	7.32%	\$6.30	8.60%
\$5.03	6.06%	\$5.67	7.34%	\$6.31	8.62%
\$5.04	6.08%	\$5.68	7.36%	\$6.32	8.64%
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\$5.09	6.18%	\$5.73	7.46%	\$6.37	8.74%
\$5.10	6.20%	\$5.74	7.48%	\$6.38	8.76%
\$5.11	6.22%	\$5.75	7.50%	\$6.39	8.78%
\$5.12	6.24%	\$5.76	7.52%	\$6.40	8.80%
\$5.13	6.26%	\$5.77	7.54%	\$6.41	8.82%
\$5.14	6.28%	\$5.78	7.56%	\$6.42	8.84%
\$5.15	6.30%	\$5.79	7.58%	\$6.43	8.86%
\$5.16	6.32%	\$5.80	7.60%	\$6.44	8.88%
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\$5.19	6.38%	\$5.83	7.66%	\$6.47	8.94%
\$5.20	6.40%	\$5.84	7.68%	\$6.48	8.96%
\$5.21	6.42%	\$5.85	7.70%	\$6.49	8.98%
\$5.22	6.44%	\$5.86	7.72%	\$6.50	9.00%
\$5.23	6.46%	\$5.87	7.74%	\$6.51	9.02%
\$5.24	6.48%	\$5.88	7.76%	\$6.52	9.04%
\$5.25	6.50%	\$5.89	7.78%	\$6.53	9.06%
\$5.26	6.52%	\$5.90	7.80%	\$6.54	9.08%
\$5.27	6.54%	\$5.91	7.82%	\$6.55	9.10%
\$5.28	6.56%	\$5.92	7.84%	\$6.56	9.12%
\$5.29	6.58%	\$5.93	7.86%	\$6.57	9.14%
\$5.30	6.60%	\$5.94	7.88%	\$6.58	9.16%
\$5.31	6.62%	\$5.95	7.90%	\$6.59	9.18%
\$5.32	6.64%	\$5.96	7.92%	\$6.60	9.20%
\$5.33	6.66%	\$5.97	7.94%	\$6.61	9.22%
\$5.34	6.68%	\$5.98	7.96%	\$6.62	9.24%
\$5.35	6.70%	\$5.99	7.98%	\$6.63	9.26%
\$5.36	6.72%	\$6.00	8.00%	\$6.64	9.28%
\$5.37	6.74%	\$6.01	8.02%	\$6.65	9.30%
\$5.38	6.76%	\$6.02	8.04%	\$6.66	9.32%
\$5.39	6.78%	\$6.03	8.06%	\$6.67	9.34%
\$5.40	6.80%	\$6.04	8.08%	\$6.68	9.36%
\$5.41	6.82%	\$6.05	8.10%	\$6.69	9.38%
\$5.42	6.84%	\$6.06	8.12%	\$6.70	9.40%
\$5.43	6.86%	\$6.07	8.14%	\$6.71	9.42%
\$5.44	6.88%	\$6.08	8.16%	\$6.72	9.44%
\$5.45	6.90%	\$6.09	8.18%	\$6.73	9.46%
\$5.46	6.92%	\$6.10	8.20%	\$6.74	9.48%
\$5.47	6.94%	\$6.11	8.22%	\$6.75	9.50%
\$5.48	6.96%	\$6.12	8.24%	\$6.76	9.52%
\$5.49	6.98%	\$6.13	8.26%	\$6.77	9.54%
\$5.50	7.00%	\$6.14	8.28%	\$6.78	9.56%
\$5.51	7.02%	\$6.15	8.30%	\$6.79	9.58%
\$5.52	7.04%	\$6.16	8.32%	\$6.80	9.60%
\$5.53	7.06%	\$6.17	8.34%	\$6.81	9.62%
\$5.54	7.08%	\$6.18	8.36%	\$6.82	9.64%
\$5.55	7.10%	\$6.19	8.38%	\$6.83	9.66%



**RESOLUTION NO: 2024-\_\_\_\_ CITY OF MAXWELL, IOWA**

A RESOLUTION ACCEPTING THE DONATION OF A PERMANENT RECREATIONAL TRAIL EASEMENT BEING ON AND ADJACENT TO THE FORMER RAILROAD RIGHT-OF-WAY AT MAIN STREET LOCATED IN THE CITY OF MAXWELL.

WHEREAS the permanent Recreational Trail Easement is necessary for a safe access to the Heart of Iowa Trail as it crosses Main Street, and

WHEREAS, in recognition of the donation of an easement the City shall provide a concrete slab near the trail for the purpose of placing a memorial bench which shall be maintained by the City for public use as a park facility along the trail.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Maxwell, Iowa that:

The City Council accepts the donation of a permanent Recreational Trail Easement.

The City Clerk is directed to sign the Acceptance by the City and to file the Easement Agreement with the Story County Recorder as required by law.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2024 .

Motion to adopt by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Roll Call Vote: Gast \_\_\_\_\_ Philpott \_\_\_\_\_ Westendorf \_\_\_\_\_ Miller \_\_\_\_\_ Jans \_\_\_\_\_

\_\_\_\_\_  
Dale Higgins, Mayor

ATTEST:

\_\_\_\_\_  
Deb Hayes, City Clerk

**RESOLUTION NO: 2024-\_\_\_\_ CITY OF MAXWELL, IOWA**

A RESOLUTION APPROVING THE PURCHASE OF A TEMPORARY CONSTRUCTION EASEMENT FOR THE IMPLEMENTATION OF THE PUBLIC IMPROVEMENT AT 5<sup>TH</sup> AND BALDWIN STREETS LOCATED IN THE CITY OF MAXWELL.

WHEREAS a temporary easement of access is necessary for the construction of the public improvements.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Maxwell, Iowa that:

The City Council approves the temporary easement agreement with George and Nancy J. Roberts and authorizes payment for the temporary easement.

The Council accepts the Offer to Purchase the temporary easement and authorizes the Mayor to sign the Offer to Purchase on behalf of the City of Maxwell.

The City Clerk is directed to file the Easement Agreement with the Story County Recorder as required by law.

Passed and approved this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Motion to adopt by: \_\_\_\_\_ Seconded by: \_\_\_\_\_

Roll Call Vote: Gast \_\_\_\_\_ Philpott \_\_\_\_\_ Westendorf \_\_\_\_\_ Miller \_\_\_\_\_ Jans \_\_\_\_\_

\_\_\_\_\_  
Dale Higgins, Mayor

ATTEST:

\_\_\_\_\_  
Deb Hayes, City Clerk