

PUBLIC NOTICE

THE MAXWELL CITY COUNCIL WILL HOLD A REGULAR COUNCIL MEETING ON WEDNESDAY, SEPTEMBER 4, 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
 - a. JIM TONGAY
 - b. UPDATE FROM MAXWELL GENERATIONS ORGANIZATION
5. PUBLIC HEARING
 - a. FIRST HEARING ON AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MAXWELL, IOWA, REQUIRING DOGS BE LEASHED AND CONTROLLED WHEN OFF PREMISES.
6. BUSINESS
 - a. DISCUSSION AND ACTION ON ALCOHOL LICENSE FOR MOM'S MAXWELL AT PARK ON OCTOBER 5TH
 - b. DISCUSSION AND ACTION ON CIT SEWER SOLUTIONS PROPOSAL
 - c. DISCUSSION AND ACTION ON ALLIANT ELECTRICAL LINE PLACEMENT
 - d. DISCUSSION AND ACTION ON A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$250,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXMPETION CERTIFICATE
 - e. DISCUSSION AND ACTION ON PARK REGULATIONS ORDINANCE
 - f. DISCUSSION AND ACTION ON WEBSITE
 - g. DISCUSSION AND ACTION ON TRICK OR TREAT NIGHT
7. DEPARTMENTAL REPORTS
 - a. SHERIFF
 - b. FIRE DEPT
 - i. NEW MEMBER
 - c. EMS DEPT
 - d. LIBRARY
 - e. PUBLIC WORKS
 - f. CITY CLERK
 - g. ENGINEER
 - h. PARKS & OPEN SPACES BOARD
8. COUNCIL AND MAYOR REPORTS
 - a. GAST
 - b. PHILPOTT
 - c. WESTENDORF
 - d. MILLER
 - e. JANS
 - f. HIGGINS
9. CONSENT AGENDA
 - a. APPROVAL JULY 24, 2024 MINUTES
 - b. APPROVAL AUGUST 07, 2024 MINUTES
 - c. APPROVAL CURRENT BILLS AS PRESENTED
10. ADJOURN

ORDINANCE NO. xxx

**AN AMENDMENT TO THE CODE OF ORDINANCES OF THE CITY OF MAXWELL, IOWA,
REQUIRING DOGS BE LEASHED AND CONTROLLED WHEN OFF PREMISES**

BE IT ENACTED by the City Council of the City of Maxwell, Iowa:

SECTION 1. SECTION MODIFIED. Section 55.01 paragraph 4 of the Code of Ordinances of the City of Maxwell, Iowa, is repealed and the following adopted in lieu thereof:

4. "At large" means when not on private property and secured on a lead with a fixed location keeping the animal on the private property and not (1) in an enclosed, physically fenced or electronically fenced area, (2) not on a leash and under the control of a competent person, (3) restrained within a vehicle, or (4) housed in a veterinary hospital or kennel.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in following its passage, approval, and publication as provided by law.

First Reading: Date _____ Gast ? Philpott ? Jans ? Westendorf ? Miller ?

Second Reading: Date _____ Gast _____ Philpott _____ Jans _____ Westendorf _____ Miller _____

Third Reading: Date _____ Gast _____ Philpott _____ Jans _____ Westendorf _____ Miller _____

Passed by the Council this _____ day of _____ 2024, and approved by the Mayor this _____ day of _____, 2024.

ATTEST

Debra Hayes, City Clerk

Dale Higgins, Mayor

I certify that the foregoing was published as Ordinance No. xxx on the _____ day of _____, 2024.

Debra Hayes, City Clerk

Ordinance Intent:

Section 1

The current language of 55.01(4) reads as follows:

4. "At large" means off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel.

This will be deleted and replaced with the proposed language which requires animals be kept on private property by securing the animal on a lead with a fixed location keeping the animal on the private property or keeping the animal within an enclosed, physically or electronically fenced area keeping the animal on the private property. When not on private property, the animal will be "at large" unless the animal is on a leash under the control of a competent person, restrained in a vehicle or housed in a kennel or vet hospital.

Section 55.07(4) states No person caring for or owning an animal shall allow the animal to run at large within the corporate limits of the City.



Maxwell Market - Live Music October 5th

2 messages

Lauryn Myers <lbmyers13@gmail.com>

Thu, Aug 15, 2024 at 9:23 AM

To: Deb Hayes <cityclerk@maxwell.iowa.gov>, doug miller <doug.miller@maxwell.iowa.gov>, steven50161 <steven50161@gmail.com>, Ken Jans <kmjans90@hotmail.com>, "dale.higgins@outlook.com" <mayorofmaxwell@gmail.com>, "momsmaxwell@gmail.com" <momsmaxwell@gmail.com>, Casady Myers <casady@hotmail.com>

Hi gang!

First, I really do miss you - it's true. Second, I don't have all the new council member emails and I could also be sending this email to old emails too. So, please forward this information to Joel and Sue for us!

On October 5th, the Market is planning to host a live music event in the Park - a Saturday night from 6pm to 9pm. We have reserved the band "Red Dirt Renegade", a large band out of Des Moines that focuses on old country soul and country rock. Along with live music, there will be a variety of food trucks to feed hungry bellies.

The band will be located on the basketball court with the help of two gooseneck trailers. We will utilize the power in the bandstand for their equipment. We have been in communication with Deb and have reserved the bandstand area, the big bin and the small bin for the event.

We have partnered up with Kay at Mom's to provide the beer for this event. She will be submitting the ABA application, carrying the license and the dram insurance for the event. You should see this application come through for local authorities before the council meeting on 9/2. Logistically, this was a great move for us due to Kay's extensive knowledge in the bartending business. Obviously, all of the beer sales will be run through Mom's and the Market will reconcile up with her after the event. Are we hoping to make money, yes!! Any proceeds made (after expenditures) will be donated to the VFW or Maxwell or Maxwell Area Renewal Committee for playground or park improvements, depending on our conversations with the VFW in September. There are also business and family sponsorship opportunities for this event, but more info on that later.

We have reached out to MariElyn Reisdorf with the VFW/Legion to enlist some of our favorite men and women to help us bartend that night. They will hold their monthly meeting on 9/7 and will hopefully come to the conclusion that they'd like to join us. No advertising of the VFW/Legion will take place until their vote on 9/7.

Please let us know if you have any questions and I am happy to answer any and all! We are pretty excited about the event and would appreciate a "yes" vote to the alcohol license on 9/2!

Thank you,

Lauryn & Casady Myers

Deb Hayes <cityclerk@maxwell.iowa.gov>

Thu, Aug 15, 2024 at 9:39 AM

To: Joel Westendorf <Joel.westendorf@maxwell.iowa.gov>, Sue Philpott <sue.philpott@maxwell.iowa.gov>, Doug Miller <DOUG.MILLER@maxwell.iowa.gov>, Ken Jans <Ken.jans@maxwell.iowa.gov>, Dale Higgins <mayorofmaxwell@maxwell.iowa.gov>, steve gast <steve.gast@maxwell.iowa.gov>

We received this email and Lauryn didn't have everyone's email. I'm sending it to everyone so some of you may get it a second time.

Deb

[Quoted text hidden]



Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
LADY FERGUSON, LLC	Mom's Maxwell	(515) 205-8796

ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
<i>100</i> Army Post Road		Maxwell	Story	50263 <i>50161</i>

MAILING ADDRESS	CITY	STATE	ZIP
812 Southeast Waterview Circle	Waukee	Iowa	50263

Contact Person

NAME	PHONE	EMAIL
Kay Munneke	(515) 205-8796	kaymunneke@hotmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Pending Dramshop Review

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Oct 2, 2024	Oct 6, 2024	

SUB-PERMITS

Special Class C Retail Alcohol License

PRIVILEGES

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kay Munneke	Waukee	Iowa	50263	owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY

Founders Insurance Company

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE
DATE

OUTDOOR SERVICE EXPIRATION
DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE
DATE

TEMP TRANSFER EXPIRATION
DATE

Maxwell City Park

EXIT

Fence

Dance Floor
Basketball Court

Stage

Picnic Shelter
Seating

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

Serving
Counter

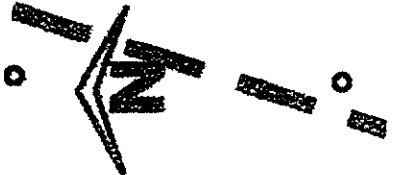
DISK GOLF
6TH HOLE FAIRWAY

Wood
Play
Equip.

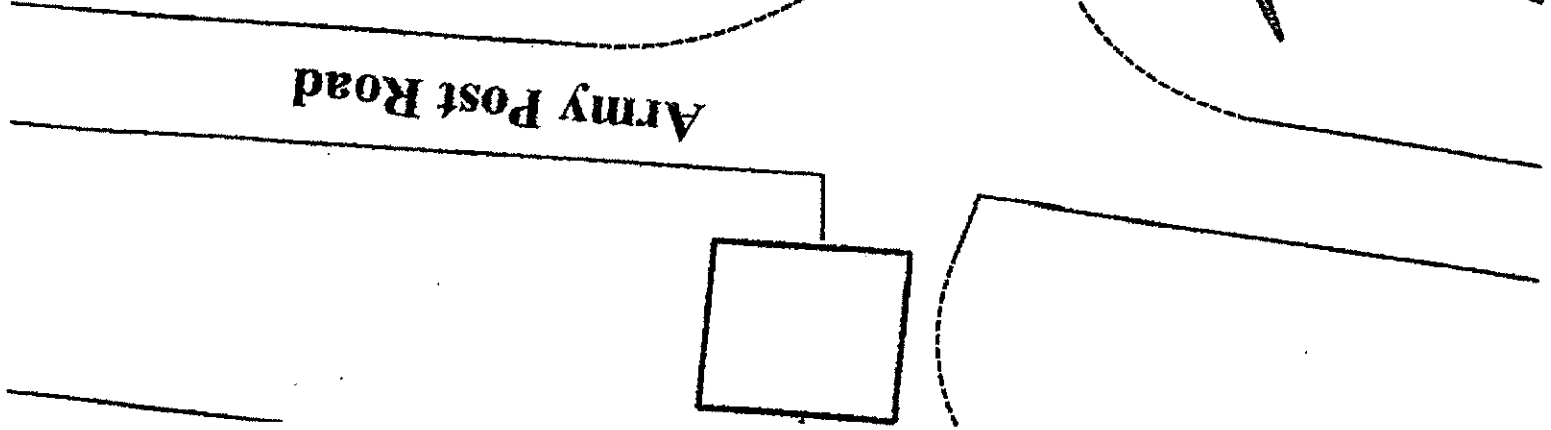
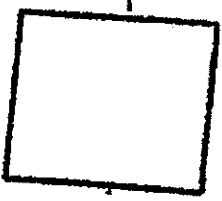
Porta-potties

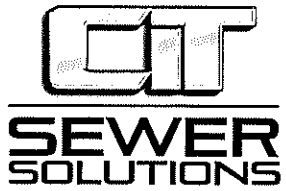
Old Settlers Way

ENTRANCE



Army Post Road





Central Iowa Televising LLC Phone +1 515-291-9310
 530 Dubois Avenue Email coltin@citsewer.com
 McCallsburg, IA 50154 Web citsewer.com

**Estimate
 #EST 1710**

CIT Sewer Solutions

Service Address

City of Maxwell
 107 Main St
 Maxwell, Iowa 50161-4489
 Phone: 515-215-0153

Summary Maxwell FY2024 & FY2025 Rehab Proposals - Modified

Item	Description	Price	Qty	Amount
Mobilization	Mobilization - Per Truck	\$309.60	4.00	\$1,238.40
Robotic Cutting - Hourly	Hourly Robotic Cutting - Estimated Time	\$500.00	6.00	\$3,000.00
LCR - Lateral Connection Repair	Tyger Wye	\$3,250.00	14.00	\$45,500.00
			Subtotal	\$49,738.40
			Tax	\$0.00
			Total	\$49,738.40

Notes:

All estimates are valid for thirty (30) days. If acceptance is received after this period has lapsed, the job may require a new estimate.

Check box if customer would like to be notified prior to exceeding hourly estimated time. If box is not checked, customer will be invoiced for the time needed to complete the work

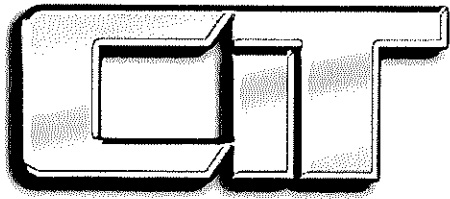
Customer acknowledges that all equipment mobilized for work will be invoiced according to the above quote. If customer decides not to complete the work after mobilization, customer will be invoiced for the quoted amount.

I agree to pay the cost of services as specified above.

Customer Signature

Date

8/8/2024



SEWER SOLUTIONS

TERMS & CONDITIONS: A confined space has limited or restricted means for entry or exit and is not designed for continuous occupancy. Confined spaces include, but are not limited to, tanks, vessels, silos, storage bins, hoppers, vaults, pits, manholes, tunnels, ductwork, pipelines, etc.

In the event that a confined space entry is needed a daily service fee of \$150 will be added to your end bill.

IDLE TIME: \$385/Hour/Truck - Time exceeding 30 min for water fill, debris disposal, customer representative authorization, or other factors not related to CIT's responsibilities while performing the agreed job scope will be considered Idle Time and shall be charged at a prorated rate once that limit is exceeded.

CHANGE ORDER: Request for any additional work not included in the provisions of these specifications will be negotiated between Customer and CIT via Change Order. Must be signed and dated by all parties before additional work can begin.

PAYMENT: Payment will be made at the unit prices listed above. Customer will pay CIT in full for all completed work within 30 days of invoice date. If payment is not received within 30 days, a 4% finance will be added to invoice. 25% surcharge fee on legal and/or collection fees to collect delinquent invoices.

PLANS: Customer will provide maps or prints of sewer lines to be cleaned and inspected. The lines that are scheduled for inclusion in the project will be clearly marked/highlighted. Customer will provide reference numbers for all manholes. CIT will use the city's reference numbers on the written and video reports.

SCHEDULING AND EXECUTION OF WORK: Customer will give CIT a notice to proceed after all contracts have been executed and all necessary forms or insurance certificates have been collected by either CIT or the Customer. Customer and CIT will establish a schedule that identifies a project itinerary that is mutually beneficial to both parties within the performance period.

WORK AND MATERIALS PROVIDED BY CUSTOMER:

Customer will provide the following at no cost to CIT:

- 1) Community awareness that sewer maintenance is scheduled with CIT.
- 2) Instructions for CIT on how to respond to residents that approach CIT during the project.
- 3) Inform CIT of history of sewers with known sewer system failures.
- 4) Legal and physical access to manholes on portion of sewer included in the project
- 5) Exposure of buried manholes and seized manhole lids loosened prior to CIT mobilizing.
- 6) Any excavation, opening, back filling and/or repair of sewers and/or streets required to remove CIT's equipment caught in the sewer pipe due to sewer defects.
- 7) A person to act as a liaison between Customer and CIT for the duration of the project that will also be able to familiarize CIT with locations of sewers and manholes.
- 8) Cleaning of the sewer line prior to CIT installing Tyger Wye.

WORK AND MATERIALS PROVIDED BY CIT:

CIPP Tyger Wye Repair:

- 1) Comply with ASTM 1216 and Sudas 2020 Section 4050 – Pipe Rehabilitation.

Robotic Cutting:

- 1) There will be a 95% opening of the obstruction when the work is completed.
- 2) CIT will not be responsible for any damages to the pipe/liner that could be caused from removing the obstruction. This would also include any infiltration that could be caused from removing the obstruction.

Sewer Inspection:

- 1) Video Inspection will be performed by a NASSCO certified PACP operator.
- 2) CIT will perform closed circuit video inspections of the sewer using current state of the art technology and trained employees.
- 3) CCTV camera will be high resolution color with adjustable iris focus.
- 4) CCTV camera will have pan and tilt capabilities that allow up close and right-angle inspections of defects and other significant observations.
- 5) Video camera will be equipped with 1,000' of video cable.
- 6) Video camera, television monitor, and other components of the video system will produce a high-quality video image.
- 7) Footage distance measured by the video system will be accurate within 1% and will be used to determine footages for reporting and billing purposes. The center line between manholes will be the reference points used to determine footage measurements.

Sewer Inspection Reporting:

- 1) Video inspection and reporting software will be NASSCO approved software.
- 2) All observations will be chosen from a standard table of descriptions incorporated in the video reporting software.
- 3) CIT will make a color recording on a flash drive of all sewers inspected and will provide a corresponding paper report generated by the video inspection software. The video recording will include on-screen observation identifications that label continuous footages, defects, pipe diameter, direction of flow, direction of viewing, manhole and street reference locations. Video inspections recorded on a flash drive allow indexing of video files for faster viewing by Customer.

INSURANCE:

CIT will maintain General Liability and Auto Liability Insurance throughout the duration of the contract with limits not less than \$1,000,000 General Liability, \$1,000,000 Auto and \$500,000 Workers Compensation Employers Liability. Proof of insurance in the form of an insurance certificate will be issued to the Customer prior to the start of the project.

ADDITIONAL COMMENTS/REQUESTS/ADDENDUMS BETWEEN CUSTOMER AND CIT:

Customer Scheduling Coordinator _____ Phone Number _____

Name and address of the person reports should be sent to:

Name and address or email invoices should go to:

Preferred invoice method: Emailed Mailed

Executed contracts may be emailed or mailed to:

libby@citsewer.com
CIT Sewer Solutions
PO Box 203
McCallsburg, IA 50154



Maxwell Sanitary Sewer Rehab Recommendation - 20231005

Street	Length Surveyed (ft)	USMH	DSMH	Size	Notes	Recommendation
Jennings St	349.3	4	5	8	Lateral 114.6' from USMH 25% full of scale buildup	Remove scale buildup with robotic cutter and possibly install tyger wye
Jennings St	23.7	5	5-1	8	Good Condition	Check in 5 years
Jennings St	341.9	6	8	8	Minor roots at connections	Check in 5 years
Short St	324.6	7	5	8	Good Condition	Check in 5 years
Baldwin St	188.3	8	9	8	Good Condition	Check in 5 years
Broad St	367	9	22	8	Lateral 222.5' from USMH scale buildup and infiltration	Remove scale buildup with robotic cutter and install tyger wye
Main St	368.5	21	22	8	Good Condition	Check in 5 years
Main St	371.8	23	22	8	Lateral 7.7' from USMH Infiltration running @ 2nd joint - Lateral 126.9' from USMH Infiltration running from connection - Lateral 199.5' from USMH Infiltration running from connection - Lateral 230.3' from USMH Infiltration running from connection	Launch lateral @ 7.7' to confirm location of infiltration - Install 3 tyger wye's in laterals with infiltration at connections
Main St	362.7	24	23	8	Lateral 143.8' from USMH has scale buildup with possible infiltration - Lateral @ 183.6' Infiltration dripping - Lateral @ 296.1' Infiltration running	Remove scale buildup with robotic cutter and install 3 tyger wye's
Main St	360.9	25	24	8	Lateral 89.6' from USMH 100% full of roots	Remove roots with robotic cutter & install Tyger Wye or notify homeowners of blockage
Main St	370.5	26	25	8	Good Condition	Check in 5 years
Main St	482.9	27	26	8	Laterals @ 69.8' & 394.1' from USMH 80% full of roots - Lateral 412.5' from USMH 100% full of roots	Remove roots with robotic cutter & install Tyger Wye's or notify homeowners of blockage
4th St	187	31	26	8	Good Condition	Check in 5 years
Short St	183.4	66	7	8	Lateral 50% full of roots 79.6' from USMH - Minor roots in mainline	Remove roots with robotic cutter & install tyger wye or Notify homeowner of roots - Cut roots with warthog
Jennings St	157.2	5-1	6	8	Good Condition	Check in 5 years

5) Painted North Possible Roots

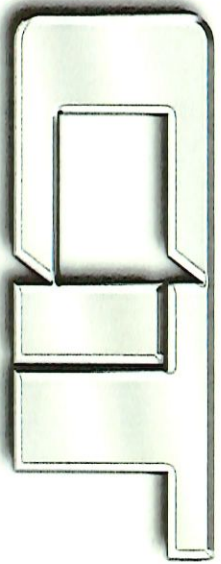
6) 7.7' → Possible Jay Tap

126.9' → 87 Main

199.5 → Unknown Points Toward Mac near South end of building

230.3 → Vet office To Main

296.1 → Possible South Museum (need video)



SEE MYERS SOLUTIONS

Maxwell - 20240709 Rehab Recommendation

Street	City	Length	USMH	DSMH	Size	Notes	Recommendation	Tyger Wye	Cut	Launch	CIPP
Broad St	Maxwell	373	22	33	8	Mainline is CIPP/Laterals @ 246' & 273' from DSMH with infiltration gushing from connection	Install 2 Tyger Wye's	2			
Maxwell St	Maxwell	153	32	33	8	Mainline is CIPP - Lateral @ 50' from USMH with large roots at connection	Cut roots with robotic cutter and install Tyger Wye	1	1		
Maxwell St	Maxwell	369.2	33	34	8	Mainline is CIPP - Laterals @ 87', 215' & 261' from USMH with infiltration running from connection - Lateral @ 123' with root ball - Lateral @ 160' with roots at first joint	Cut roots with robotic cutter and install 5 Tyger Wye's	2	1		
Maxwell St	Maxwell	363.6	35	34	8	Mainline is CIPP - Lateral @ 51' from USMH with fine roots - Lateral @ 72' with large roots near connection	Cut roots with robotic cutter and install 1 Tyger Wye	1	1		
Maxwell St	Maxwell	364.4	36	35	8	Mainline is CIPP - Laterals @ 53', 77' & 280' from USMH with fine roots - Lateral @ 129' with medium roots - Lateral @ 234' full of debris - Lateral @ 268' with large root ball	Cut roots with robotic cutter and install 2 Tyger Wye's - Notify homeowners of blockage	1	1		
Maxwell St	Maxwell	367.4	37	36	8	Mainline is CIPP - Lateral @ 98' with minor roots - Lateral @ 195' with significant debris	Notify homeowners of issues				
Maxwell St	Maxwell	486.4	38	37	8	Mainline is CIPP - Minor issues	Check in 5 years				
Maxwell St	Maxwell	362.8	39	38	8	Mainline is CIPP - Lateral @ 49' from USMH with medium roots - Lateral @ 103' with minor roots - Laterals @ 292' & 338' with clear water running	Cut roots with robotic cutter and install Tyger Wye - Launch laterals to verify source of clear water	1	1	2	
Maxwell St	Maxwell	313.2	40	39	8	Mainline is CIPP - Lateral @ 20' from USMH with hole and soil visible - Laterals @ 53' & 132' with clear water running - Lateral @ 105' with infiltration running from connection - Lateral @ 227' & 244' with root ball and infiltration	Install Tyger Wye - Launch laterals to verify source of clear water - Install Tyger Wye - Cut roots with robotic cutter and install 2 Tyger Wye's	3	2	2	
Metcalf St	Maxwell	359.3	50	49	8	Mainline is CIPP - Lateral @ 10', & 145' from USMH with infiltration running from connection - Laterals @ 65', 178', 212', 258' & 300' with roots and infiltration	Cut roots with robotic cutter and install 7 Tyger Wye's	7	4		
Metcalf St	Maxwell	98.2	50-1	50	8	Laterals @ 33' & 77' from USMH with clear water running	Launch laterals to verify source of clear water			2	
Alley - East of Metcalf St	Maxwell	332.1	50-2	50-1	8	Broken pipe with scale buildup and infiltration @ 323' from DSMH	Cut scale with robotic cutter and install CIPP point repair		1		1
Metcalf St	Maxwell	93.2	50A	50-1	8	Roots and infiltration dripping from joint @ 15' from DSMH - Medium roots from 15'-68'	Cut roots with robotic cutter, root-X line and install CIPP point repair @ 15'		3		1

1) 246' → 408 Broad St

273' → Routed North, Possible Laundry Mat

2) 123' → Empty Lot NE corner

215' → 83 Maxwell St

3) 268' → 421 2nd St

4) 201' → 621 Maxwell St

227' → 617 Maxwell St

244' → 471 6th St

8 5

18 15 6 2



Deb Hayes <cityclerk@maxwell.iowa.gov>

Maxwell Trail Easement

Rasmussen, Jeremy <JeremyRasmussen@alliantenergy.com>
To: Deb Hayes <cityclerk@maxwell.iowa.gov>

Wed, Aug 28, 2024 at 11:45 AM

Good Morning Deb,

We would like to move our facilities south to get them out of the trees. This line feeds the city pump and this would improve reliability. I was trying to keep costs lower by going OH but we can go UG along this path. There are a couple of challenges, I am told this area is prone to flooding so I don't think I would like to have your transformer to the pump be pad mount. Your service is over head so we would need to rise up a pole anyway to make that connection. I think UG is a good option but we will still have some facilities OH.

Let me know if you have anymore questions. I can be reached directly also 515-230-3755.

Thanks,

Jeremy

[Quoted text hidden]



Deb Hayes <cityclerk@maxwell.iowa.gov>

Maxwell Trail Easement

Rasmussen, Jeremy <JeremyRasmussen@alliantenergy.com>
To: "cityclerk@maxwell.iowa.gov" <cityclerk@maxwell.iowa.gov>

Mon, Aug 26, 2024 at 4:24 PM

Hello,

Please see the attached map. We are wanting to move our OH line south about 40'. I am also planning on converting one span of OH single phase to UG on the West side of the project. On the East side of the project, we will need to trench about 40' to splice into an existing 3 phase service. I spoke with Dale this morning and he wants to put this in front of the City Council at their meeting on Sept 4th. Please let me know if you need more clarification on my plan to relocate our facilities.

Thanks!

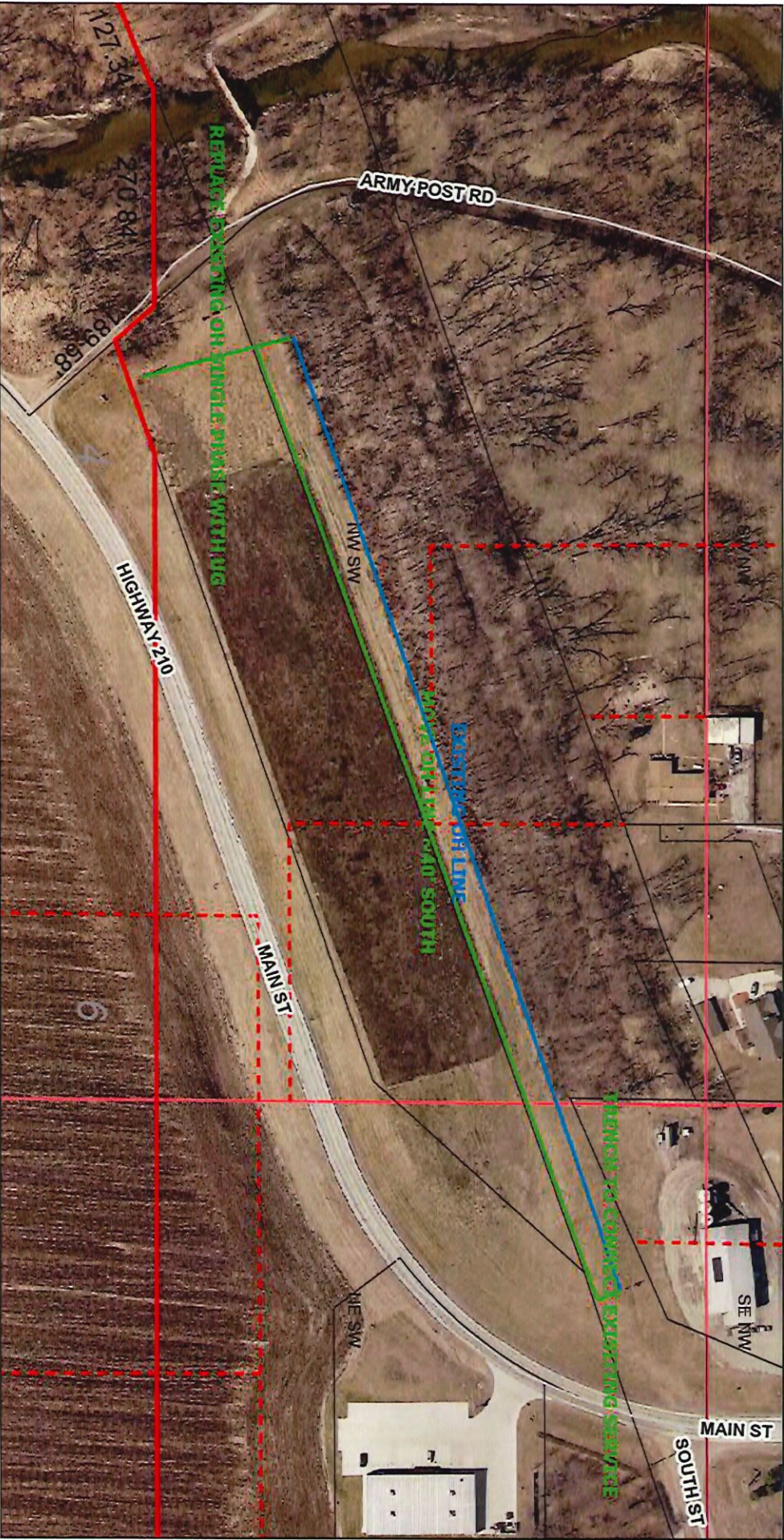
Jeremy Rasmussen

Alliant Energy Field Design - Ames

O: 515.268.3412 C: 515.230.3755



MAXWELL TRAIL MOVE.pdf
2490K



Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 8/26/2024

Last Data Uploaded: 8/24/2024 1:27:54 AM

ITEMS TO INCLUDE ON AGENDA FOR SEPTEMBER 4, 2024

CITY OF MAXWELL, IOWA

\$250,000 General Obligation Capital Loan Notes, Series 2024

- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance, and levying a tax to pay the Notes; Approval of the Tax Exemption Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 4, 2024

The City Council of the City of Maxwell, State of Iowa, met in regular session, in the Council Chambers, City Hall, 107 Main Street, Maxwell, Iowa, at 6:00 1.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$250,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION NO. 2024-16

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$250,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2024, AND LEVYING A TAX TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

] WHEREAS, the Issuer is in need of funds to pay costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including the Baldwin Street project, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of \$250,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MAXWELL, STATE OF IOWA:

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Issuer" and "City" shall mean the City of Maxwell, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.
- "Notes" shall mean \$250,000 General Obligation Capital Loan Notes, Series 2024, authorized to be issued by this Resolution.
- "Paying Agent" shall mean the City Clerk/Treasurer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including the Baldwin Street project.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean the City Clerk/Treasurer of Maxwell, Iowa, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this resolution authorizing the Notes.

- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.

- "Treasurer" shall mean the City Clerk/Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Maxwell, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$ 16,862.85*	2024/2025
\$ 24,972.50	2025/2026
\$ 25,340.00	2026/2027
\$ 25,650.00	2027/2028
\$ 25,902.50	2028/2029
\$ 26,097.50	2029/2030
\$ 25,235.00	2030/2031
\$ 25,372.50	2031/2032
\$ 26,452.50	2032/2033
\$ 26,417.50	2033/2034
\$ 26,325.00	2034/2035
\$ 25,175.00	2035/2036
\$ 24,025.00	2036/2037
\$ 27,875.00	2037/2038
\$ 26,437.50	2038/2039

*Payable from other available funds.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2024 will be collected during the fiscal year commencing July 1, 2025.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with Auditor of Story County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2024 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. A General Obligation Capital Loan Note of the City in the amount of \$250,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Note shall be issued as a single term note and shall be secured from the sources provided in Section 3 of this Resolution. The Note shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2024", be dated September 24, 2024, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Note shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Note shall be in the denomination of \$100,000 or multiples of \$5,000 in excess thereof. The Note shall mature and bear interest in accordance with the debt service schedule attached hereto.

b) Redemption.

i. Optional Redemption. Principal maturing on the Note may be called for optional redemption by the Issuer at any time, from any funds regardless of source, in whole or from time to time in part. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

ii. Mandatory Payment and Redemption of the Term Note. The Term Note is subject to mandatory redemption prior to maturity at a price equal to 100% of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note		
Principal Amount	Interest Rate	Maturity June 1 st
\$ 7,000	5.750%	2025
\$ 11,000	5.750%	2026
\$ 12,000	5.750%	2027
\$ 13,000	5.750%	2028
\$ 14,000	5.750%	2029
\$ 15,000	5.750%	2030
\$ 15,000	5.750%	2031
\$ 16,000	5.750%	2032
\$ 18,000	5.750%	2033
\$ 19,000	5.750%	2034
\$ 20,000	5.750%	2035
\$ 20,000	5.750%	2036

\$ 20,000	5.750%	2037
\$ 25,000	5.750%	2038
\$ 25,000	5.750%	2039*

*Final Maturity

The principal amount of the Term Note may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Note credited against future mandatory redemption requirements for such Term Note in such order as the City shall determine.

Section 7. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. City Clerk/Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of

the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 8. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 9. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to

their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 10. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 11. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 12. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF STORY"
"CITY OF MAXWELL"
"GENERAL OBLIGATION CAPITAL LOAN NOTE"
"SERIES 2024"
ESSENTIAL CORPORATE PURPOSE

Rate: 5.750%
Maturity: June 1, 2039
Note Date: September 24, 2024
CUSIP No.: N/A

"Registered"
Certificate No. 1
Principal Amount: \$250,000

The City of Maxwell, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

Exchange State Bank
Federal Tax ID: 42-0239000

or registered assigns, the principal sum of TWO HUNDRED FIFTY THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of the City Clerk, Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on December 1, 2024, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including the Baldwin Street project, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above described Loan Agreement and Resolution.

Principal maturing on the Notes may be called for optional redemption by the Issuer and paid before maturity at any time, from any funds regardless of source, in whole or from time to time in part. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption

date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

The Term Note maturing on June 1, 2039 is subject to mandatory redemption prior to maturity by application of money on deposit in the Note Fund and shall bear interest at 5.750% per annum at a price of the portion of the principal amount thereof to be redeemed plus accrued interest at the redemption date on June 1st of each of the years in the principal amount set opposite each year in the following schedule:

Term Note		
Principal Amount	Interest Rate	Maturity June 1 st
\$ 7,000	5.750%	2025
\$ 11,000	5.750%	2026
\$ 12,000	5.750%	2027
\$ 13,000	5.750%	2028
\$ 14,000	5.750%	2029
\$ 15,000	5.750%	2030
\$ 15,000	5.750%	2031
\$ 16,000	5.750%	2032
\$ 18,000	5.750%	2033
\$ 19,000	5.750%	2034
\$ 20,000	5.750%	2035
\$ 20,000	5.750%	2036

\$ 20,000	5.750%	2037
\$ 25,000	5.750%	2038
\$ 25,000	5.750%	2039*

*Final Maturity

The principal amount of the Term Note may be reduced through the earlier optional redemption, with any partial optional redemption of the Term Note credited against future mandatory redemption requirements for the Term Note in such order as the City shall determine.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by City Clerk/Treasurer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, City Clerk, Maxwell, Iowa.

Date of authentication: _____
This is one of the Notes described in the within mentioned Resolution, as registered by City Clerk/Treasurer.

CITY CLERK/TEASURER, Registrar

By: _____

Authorized Signature

Registrar and Transfer Agent: City Clerk/Treasurer

Paying Agent: City Clerk/Treasurer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)

(Signature Block)

CITY OF MAXWELL, STATE OF IOWA

By: _____ (manual or facsimile signature)

Mayor

ATTEST:

By: _____ (manual or facsimile signature)

City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

_____ (Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards

and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

- TEN COM - as tenants in common
- TEN ENT - as tenants by the entireties
- JT TEN - as joint tenants with rights of survivorship and not as tenants in common
- IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 13. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 14. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 15. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder

which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 16. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The City Clerk/Treasurer is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 17. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 18. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel, such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 19. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 20. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 21. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 4th day of September, 2024.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF STORY)

I, the undersigned City Clerk of the City of Maxwell, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2024.

City Clerk, City of Maxwell, State of Iowa

(SEAL)

CHAPTER 47

PARK REGULATIONS

47.01 Purpose
47.02 Use of Drives Required
47.03 Fires
47.04 Littering

47.05 Camping
47.06 Shelter House Rules
47.07 Park Hours

47.01 PURPOSE. The purpose of this chapter is to facilitate the enjoyment of park facilities by the general public by establishing rules and regulations governing the use of park facilities.
(Code of Iowa, Sec. 364.12)

47.02 USE OF DRIVES REQUIRED. No person shall drive any car, cycle or other vehicle, or ride or lead any horse, in any portion of a park except upon the established trails, drives or roadways therein or such other places as may be officially designated by the City.

47.03 FIRES. No fire shall be built, except in a place designated for such purpose, and such fire shall be extinguished before leaving the area unless it is to be immediately used by some other party.

47.04 LITTERING. No person shall place, deposit, or throw any waste, refuse, litter or foreign substance in any area or receptacle except those provided for that purpose.

47.05 CAMPING. No person shall camp in any portion of a park except in portions prescribed or designated by the Council, and the City may refuse camping privileges or rescind any and all camping privileges for cause. The City shall charge fees for camping and other special privileges as it deems appropriate and reasonable. The Council shall establish such fees from time to time by resolution. All persons who camp in any City park shall register their names, addresses, camper and motor vehicle license plate numbers, and camper description with the Clerk and pay the appropriate fee before setting up or using their camping unit.

47.06 SHELTER HOUSE RULES. The renting of ~~the~~ Shelter Houses in the City Park is the responsibility of the Clerk. It is the Clerk's duty to keep a record of the dates that ~~the~~ Shelter Houses ~~are~~ is rented and to collect the rental fees. The following additional rules and regulations govern use of the Shelter Houses:

1. The person or party first requesting permission to rent ~~the~~ a Shelter House shall have priority. The only exception to this provision is ~~that for~~ the Shelter Houses ~~shall be~~ used for by the Committee in charge of the "Old Settlers Picnic" on the date of this annual event.

2. ~~The~~ All Shelter Houses shall be reserved for use ~~during by~~ the Committee in charge of the "Old Settlers Picnic" at no charge to the ~~Old Settlers Steering~~ Committee. The Committee shall offer the Shelter House locally known as the "Church Stand" for use to the local churches on a rotating, alphabetical order basis. The church whose turn it is to use the "Church Stand" shall notify the Committee by June 1 of that particular year of the church's intention to ~~have a lunch stand~~ provide food and the days on which they will use the building. In the event no church desires to use the ~~Shelter House~~ "Church Stand" for ~~a lunch stand~~ meals, then the Committee in charge of the "Old Settlers Picnic" shall make whatever arrangements they desire. Other organizations in the vicinity of the City shall be given priority over individuals. The Committee shall report to the City Clerk no later than July 1 who will be occupying the Shelter Houses during the Old Settlers Picnic.

3. The amount of rental to individuals and organizations other than the Committee in charge of the “Old Settlers Picnic” shall be established from time to time by resolution of the Council. A damage, cleaning, and key deposit of \$50.00 for use of the “Church Stand” shall also be required. In the event individuals or organizations desire some special celebration, the rent will be determined and negotiated by the Park Committee of the Council and the rental shall be the same per front foot as it would be to any other ~~concession~~organization.

4. The person or organization using ~~the~~a Shelter House is responsible for cleaning up the premises and restoring it to the same clean and orderly condition it was in before the said person or organization rented the same.

5. There shall be no illegal activities carried on in any of the Shelter Houses that in any way violates this Code of Ordinances or State or Federal laws.

6. The Shelter House known as the “Church Stand” shall be kept locked at all times except when in use or while being repaired or cleaned.

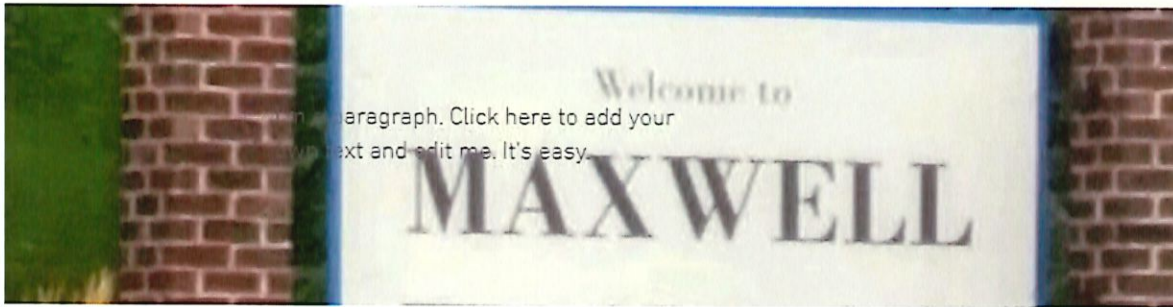
7. The Clerk is in charge of the key to be used by renters.

8. When a reservation is made in advance, the rent shall be paid at the time of the reservation, and if notice or cancellation is not given two weeks in advance of the reservation, the rent shall be forfeited and the person paying said rent shall not be entitled to any refund. However, if notice is given at least two weeks prior to the reservation date, the rent shall then be refunded.

47.07 PARKS HOURS. No person, except registered campers, shall enter or remain within any park from sunset to sunrise except during officially sanctioned events authorized by the City.

[The next page is 245]

City of Maxwell, IA



These words need to be removed the picture from the Front page of website

Our Town

*Maxwell is a quaint town located in the center of the State on the Heart of Iowa bike trail. Maxwell offers a small-town life with big city advantages. We are located a mere 30-40 minutes from Ames, Nevada, Ankeny, Altoona, Des Moines and Marshalltown offering easy access to the big city amenities. Maxwell also has a large variety of businesses located in town. They include a **grocery store**, convenience store, farm supply/hardware store, hair salon, **3 churches**, florist, funeral home, chiropractor, **massage therapist**, veterinarian, bank, medical clinic, restaurant and bar.*

Golf Cart and UTV permit no longer needed

Current Info Tab:

This could be a place where updates on city projects could be placed so the citizens know what is happening.

Under the Minutes tab

Is this the place that the Library Board Minutes need to be placed?

Under the Departments Tab

Churches: Need to add the Indian Creek Baptist

Maxwell EMS: Chief???

Maxwell Fire: Chief???

Library: Update Director and are the hours current?

meeting min fire

LanceSusanBrett Livesay <livesaysl@yahoo.com>

Mon 8/19/2024 7:36 PM

To:Cityof Maxwell <cityofmaxwell@hotmail.com>;Tony Ness <tnyness@gmail.com>

Fire Meeting August 19, 2024

Members present; Susie L, Tony N, Derek R, Kenik P, Trent C, Jared H, Tom H, Carl M, Jerry H, Lucas N

Visitors present: Bryan Little, Travis Sotter

Meeting called to order at 7:03 pm

Citizen's forum – none

Reading of last month's minutes, motion to approve Derek, seconded Tom H.

Call Critique – 7-20; 13200 Block of NE 50th St, 1050 PI 1 car, 5 people

7-29; 66308 295th st smoke alarm, 9 people

8-19; 640th and 305th, tree truck fire, 7 people

Chiefs News – none

New Business – Travis Sotter would like to join the dept. Recently moved to town.

Motion to approve Travis, Derek, seconded by Lucas.

Committee reports none.

Motion to adjourn Tom, seconded Carl

Meeting adjourned at 7:14 pm

MAXWELL VOLUNTEER FIREFIGHTERS

VOLUNTEER DATA SHEET

Please fill out all information below clearly and legibly.

FULL NAME: Travis Sotter MALE FEMALE

SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: 06-04-2000

DRIVER'S LICENSE STATE OF ISSUE Iowa
NUMBER: _____ EXPIRATION DATE 06-04-2026

CURRENT ADDRESS 300 Broad St Maxwell IA

PHONE NUMBERS 515-494-5017 EMAIL Sottertravis@gmail.com

PREVIOUSLY USED NAMES OTHER THAN YOUR CURRENT NAME, IF ANY:

PLEASE LIST THE NAMES OF THREE PERSONS AS REFERENCES

NAME	ADDRESS	PHONE	RELATIONSHIP
(1) _____	_____	_____	_____
(2) _____	_____	_____	_____
(3) _____	_____	_____	_____

In connection with my application, and involvement as a volunteer in the Maxwell Volunteer Firefighters program, which involves working with the general public, other volunteers and local law enforcement authorities, I hereby authorize the City of Maxwell, and the Maxwell Volunteer Firefighters program, via local, state and federal services, to review my past and present employment and education record as well as to conduct a criminal history background check to ascertain and all information that may be pertinent to my qualifications for involvement as a Volunteer Firefighter. I do hereby release all persons, organizations, or government agencies from any damages, of or resulting from, furnishing such information, I have been provided with a copy of this form. I have read and understood the foregoing and my certification is true and correct to the best of my knowledge and belief.

Travis Sotter

Volunteer Signature

8-19-24

Date

CITY OF MAXWELL, IOWA
MAXWELL CITY COUNCIL SPECIAL MEETING
WEDNESDAY, JULY 24, 2024 6:00 P.M. CITY HALL

1. The meeting was called to order by Mayor Higgins at 6:01 P.M.
2. Roll Call: Steve Gast, Sue Philpott, and Doug Miller. Ken Jans and Joel Westendorf answered roll call via telephone. Visitors: Susie Livesay, Kay Munneke, Mitzi DeGroot and friend, Greg Link. Loyal Mansfield via telephone
3. A motion to approve the agenda was made by Gast. Philpott seconded. 5 ayes.
4. Citizen's Forum –
 - a. Royal Mansfield – Royal had questions and concerns about the fireworks during the rodeo. There are contestants who have animals that are valued at \$50,000+. Who is responsible for the animals if they get hurt? He also asked about the distancing of the fireworks from vehicles and truck pull. His last concern was whether the yard waste would be opened for parking for the truck pull and rodeo if there are no fireworks.
5. Discussion and Action on Old Settlers Alcohol Permit. – Gast moved to approve the Old Settler Alcohol Permit. Miller seconded, 3 ayes, 2 nay- Westendorf and Jans.
6. Discussion and Action on Old Settlers Fireworks Permit – Gast moved to approve the fireworks permit. Philpott seconded. Discussion followed. Joel asked why Steve changed his mind about the fireworks. Steve said that he still believed the fireworks were not necessary, but the permit and paperwork were filled out and there was no reason to deny. Joel asked for a copy of the insurance. Proof of insurance was not available. There was discussion on where the fireworks were going to be. Gast moved to approve the fireworks with the stipulation of proof of insurance. Miller seconded. 3 ayes, 2 nays-Westendorf & Jans.
7. Discussion and Action Hiring Roof, Gerdes Erlbacher, PLC for 2024 State Audit – Gast moved to hire Roof, Gerdes Erlbacher, PLC for 2024 State Audit. Jans seconded. 5 ayes.
8. Discussion and Action on Storage Unit – Dale was unable to get a quote for a storage area behind the fire station. There is a shipping container for \$2,700. Gast moved to pay a year for the storage unit and look at the purchase of a shipping container next budget year. Philpott seconded. 5 ayes.
9. Discussion and Action on Tree Removal – Ken presented a list of trees to be removed. 58 trees including trees in the Pioneer Cemetery. Gast moved to approve the list and post for bids for removal. Westendorf seconded. 5 ayes.
10. Council Comments –
 - a. Joel Westendorf – Joel stated his opinion that this meeting was not necessary as the permits should have been to the council earlier. He feels the party requesting the meeting should pay for the council time and the clerk's overtime. He would like something put in the ordinance that if a private party requests a meeting that they pay for the council and clerk time.
 - b. Doug Miller - Doug mentioned that there was a Story County Economic Development meeting on Thursday. The Pencils & Pancakes Will be coming up at the Presbyterian Church.
 - c. Dale Higgins – MICA had 10 people to their 1st mobile food pantry. They thought that was a good turnout. They thanked us for allowing them to park at the Freedom Rock Plaza.

11. Adjourn – Philpott moved to adjourn. Westendorf seconded. 5 ayes. 7:42 p.m.

ATTEST: _____, Clerk _____, Mayor
Debra Hayes Dale Higgins

CITY OF MAXWELL, IOWA
MAXWELL CITY COUNCIL REGULAR MEETING
WEDNESDAY, AUGUST 7, 2024, 6:00 P.M. CITY HALL

1. The meeting was called to order by Mayor Dale Higgins at 6:00 P.M.
2. Roll call was answered by Steve Gast. Sue Philpott, Joel Westendorf, Doug Miller, & Ken Jans. Visitors: Susie Livesay, Carol Laffey, Nancy Pritchard, Mitzi DeGroot and friends, Josh & Lisa Barrett, Royal Mansfield, Shane Patterson – CIT, Some Girl????, Wes Farrand.
3. A motion to approve the agenda with changes to Consent Agenda was made by Westendorf. Miller seconded. 5 ayes.
4. Citizens Forum
 - a. Nancy Pritchard – Nancy Pritchard was present to discuss safety considerations when having fireworks. When the lights go off and the loud noise of the fireworks start immediately after the end of the rodeo, it becomes a safety issue with large animals becoming scared. Nancy was hurt during this situation. It could have easily been a child or someone with less experience with such animals. She would like the council to consider the safety issue of having the fireworks in such proximity to the rodeo. She is not saying to get rid of the fireworks but to give the contestants time to get their animals back to the trailers and secured plus this gives people that want/need to leave time to get out of the bleachers and away from the area. The council will take this concern into consideration.
5. Public Hearing
 - a. Public Hearing on the Authorization of a Loan Agreement and the Issuance of Notes to Evidence the Obligation of the City Thereunder.
 - i. Resolution Instituting Proceedings to Take Additional Action. – Jans moved to open to the public. Gast seconded. 5 ayes. No written or oral comments. Gast moved to close to the public. Jans seconded. 5 ayes. Gast moved to approve Resolution 2024-13 A Resolution Instituting Proceedings to take Additional Action. Westendorf seconded. 5 ayes.
 - b. Resolution Directing the Acceptance of a Proposal to Purchase \$250,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2024 - Gast moved to approve Resolution 2024-14 A Resolution Directing the Acceptance of a Proposal to Purchase \$250,000 (Dollar Amount Subject to Change) General Obligation Capital Loan Notes, Series 2024 with Exchange State Bank. Westendorf seconded. 5 ayes. This will be a 15-year loan.
6. Business
 - a. Discussion and Action for Carol Laffey on Park Rental - Carol Laffey was present to discuss the Old Settlers Celebration, The Old Settlers Steering Committee, and the rental of the park for the 1st full weekend of August. She quoted the original Old Settler, Bonnie Schauer, with this saying "All wise people share one trait – to listen." She pointed out some inconsistencies between the board and its constitution. Sue Philpott read the updated Old Settlers Steering Board's Constitution. Mayor Higgins read the ordinance that deals with the committee and the shelter. Steve mentioned that if a new committee took over the celebration, they would have to raise money to put it on. Carol agreed.

Discussion continued with input from both council members and residents. Jans moved to allow Carol Laffey to rent the park except for the church stand for the 1st full weekend of August. Westendorf seconded. 3 ayes, 2 nay – Philpott and Gast. Miller thought the council should seek legal advice before proceeding.

- b. Discussion and Action on CIT Sewer Solutions Proposal – Chase Patterson from CIT Sewer Solutions was present to discuss adding connection liners to the sewer lines. This would help with tree roots in the mainlines that are coming from the connection of private lines. These lines are private services. The city will have to determine if these lines are nuisances and notify the property owners. They can either pay up front or the city will pay for it and the resident will have the cost will be added to property taxes for 5 years. Chase will create a list of the worst lines and submit a quote to the city.
- c. Discussion and Action on Accepting Bids for Tree Removal- Three bids were received for tree removal. Wildish Tree Care- \$34,900, Top Notch Tree Care - \$57,000, TreeHugger Complete Care - \$50,000. Jans moved to hire Wildish Tree Care for the removal of trees. Gast seconded. 5 ayes.
- d. Discussion and Action on Paving Trail Spur at Legion Park – The city received a quote from Wicks Construction for a trail from the main bike trail to 1st St. This would be a 10 ft, 6 “ thick trail. The cost is \$45,255. Gast moved to accept the quote subject to Snyder & Associates providing cross section and ADA and trail standards. The money will come from Local Option Tax as community betterment. Jans seconded. 5 ayes.
- e. Discussion and Action on Ordinance Amendment Requiring Dogs be leashed and Controlled When off Premises. – Ordinance amendment defines “at large” means when not on private property and secured on a lead with a fixed location keeping the animal on the private and not (1) in an enclosed, physically fenced or electronically fenced area, (2) not on a leash and under the control of a competent person, (3) restrained within a vehicle, or (4) housed in a veterinary hospital or kennel. Westendorf moved to pursue the ordinance amendment. Gast seconded. 5 ayes. Post to waive 2nd & 3rd hearings.
- f. Discussion and Action on 2024 Legislative Changes to Ordinances– Gast moved to amend the 8 ordinances per state code and to get clarification for the Iowa Supreme Court decision of Bankers Trust Vs City of Des Moines. Miller seconded. 5 ayes.
- g. Discussion and Action on Accepting Library Board Member - Gast moved to approve the Jenny English for Library Board of Trustees. Westendorf seconded. 5 ayes. Ahlers Cooney Bond Counsel Engagement and authorize the mayor to sign. Miller seconded. 5 ayes.
- h. Discussion and Action on New Cameras for Yardwaste. – One of the cameras at the yardwaste quit working. Jans moved to buy 2 replacement cameras for the yardwaste. Westendorf seconded. 5 ayes.
- i. Discussion and Action on Employee Reviews – Discussion on employee reviews and raises.
 - a. Resolution Amending the Salaries for Employees of the City for Fiscal Year 2025 – Gast moved to approve Mayor’s recommendation for raises and the additional \$1 for Scott Johnson’s certificate raise.
- j. Discussion and Action on Scott Johnson Certification Raise – See i(a) motion.

k. Discussion and Action on Nuisance – Dale went through his findings for nuisances. He also discussed a person that does nuisances for other cities. It was decided to check to see if they are interested in working for Maxwell. Dale will check on a proposal from them with rates and what nuisances they take care of. Tim Peters spoke about nuisance reports from several years ago.

7. Departmental Reports

- a. Sheriff – Report on file
- b. Fire – Report on file.
- c. EMS – Report on file.
- d. Library – Report on file.
- e. Public Works – No report on file. There were yardwaste questions about the bags being used for yard waste pick-up.
- f. City Clerk- Report on file. Animal wanted what questions the city had for the contract. Dale will get the questions to them.
- g. Engineer – Report on file. Wes Farrand was present. 1) Baldwin St Project- There was discussion on the 5th St. outlet alternatives. Gast moved to pursue option 3 which would extend an open channel along 5th St to the Indian Creek. Miller seconded. 5 ayes. 2) Water Treatment Plant – Backwash Pump Station Alternatives – Alternatives for this project are available. It will be discussed at the next meeting. Gast moved to authorize the mayor to sign the application for a design loan. Jans seconded. 5 ayes. 3) Heart of Iowa Trail – Discussion of a bike trail/sidewalk to Dollar General. DOT will be involved.
- h. Parks & Open Spaces – No report on file.

8. Council and Mayor Reports –

- a. Doug Miller – Doug voiced concerns about budget and overtime hours, as well as the extra hours worked by outside staff.
- b. Ken Jans – Ken has noticed all the different social media/websites that are carrying the City of Maxwell name. He also asked about the progress of the city logo.
- c. Dale Higgins – 1) Dale talked about the progress of the Community Visioning Group. 2) Dale talked about sidewalk improvements, including crosswalk markings and connections to the school.

9. Consent Agenda

- 1) Westendorf moved to approve the Consent agenda. Gast seconded. 5 ayes.
- 2) Bills presented were as follows:

CLAIMS REPORT

VENDOR	REFERENCE	AMOUNT
AFLAC	AFLAC CANCER	\$ 172.50
ALLIANT ENERGY	MONTHLY UTILITY BILL	\$ 8,202.09
AMAZON CAPITAL SERVICES	BOOKS & DVDS	\$ 100.22
AT&T MOBILITY	FIRSTNET CELL PHONES	\$ 232.33
BADGER METER	CELLULAR METER READS	\$ 396.15
CENTRAL IOWA DISTRIBUTING, INC	METRO JRT JR 2 PLY	\$ 211.00
CENTRAL IOWA SHORTLINE LLC	#31957-LUBGUARD	\$ 32.80
CENTRAL IOWA SHORTLINE LLC	3,210,232,142,321,720,000,000,000	\$ 467.95
CHEM-SULT, INC	SODIUMHYPOCHLORITE	\$ 590.00

CIT SEWER SOLUTIONS	FY2025 MAINTENANCE CONTRACT	\$ 9,514.02
CONSUMERS ENERGY	RCH ELECTRIC	\$ 41.00
IOWA DEP OF REVENUE	WET JUN 2024	\$ 608.33
IOWA DEP OF REVENUE	WET MAY 2024	\$ 660.90
IOWA DEP OF REVENUE	SALES TAX JUN 2024	\$ 105.89
IOWA DEP OF REVENUE	SALES TAX MAY 2024	\$ 106.36
IOWA ONE CALL	#262221	\$ 42.60
IOWA REGIONAL UTILITIES ASSOC	RCH WATER	\$ 367.54
IPERS	IPERS	\$ 2,416.72
JOHN DEERE FINANCIAL	AIR CLEANER	\$ 211.98
MAXWELL STATE BANK	FED/FICA TAX	\$ 4,685.08
MICROBAC LABORATORIES	TESTING	\$ 760.50
MID IOWA PLANNING ALLIANE	MIPA FISCAL YEAR 2025 DUES	\$ 129.00
MOMAR	MOSQUITO SPRAYER PARTS	\$ 260.00
NEW CENTURY FS	LP GAS	\$ 2,695.33
OVERDRIVE INC	FY2025 BRIDGES E-BOOK CONTENT	\$ 506.16
PETTY CASH	POSTAGE	\$ 100.00
MAXWELL POST OFFICE	POSTAGE	\$ 500.00
PRATT SANITATION INC	MONTHLY GARBAGE	\$ 5,286.85
R MINI STORAGE	MONTHLY RENT	\$ 960.00
SAFE BUILDING LLC	PERMITD	\$ 225.00
SHELBY PATTERSON	SWITCH COMPUTER AT LAGOONS	\$ 225.00
SNYDER & ASSOCIATES	ROCK CREEK DR DEV. & HOINT	\$ 2,254.25
STORY COUNTY ANIMAL CONTROL	ANIMAL COMPLAINT & CITATIONS	\$ 66.42
U.S. BANK	GOOGLE & NORTON	\$ 555.96
USABlueBook	TESTIN SUPPLIES	\$ 615.64
USABlueBook	LITHIUM BATTERY	\$ 9.58
WINDSTREAM	091143420-TELEPHONE	\$ 916.84
Accounts Payable Total		\$ 45,231.99
Total Paid On: 7/15/24		\$ 3,530.40
Total Paid On: 7/24/24		\$ 6,873.20
Total Paid On: 8/07/24		\$ 7,358.58
Total Payroll Paid		\$ 17,762.18
***** REPORT TOTAL *****		\$ 62,994.17

Expenses	July 11-Aug 7	
GENERAL		\$ 31,859.99
ROAD USE TAX		\$ 1,904.30
WATER		\$ 9,732.04
SEWER		\$ 19,497.84
TOTAL FUNDS		\$ 62,994.17

Revenues July

001 General	\$ 30,788.97
016 Washington Township	\$ 16,129.41
110 Road Use Tax	\$ 9,774.06
112 Employee Benefits	\$ 217.66
119 Emergency Funds	\$ 78.87
120 Utility Franchise	\$ 5,455.67
121 Local Option	\$ 13,578.62
200 Debt Service	\$ 931.85
600 Water	\$ 13,448.96
610 Sewer	\$ 26,980.61
	\$
TOTAL FUNDS	117,384.68

10. Adjourn. A motion to adjourn the meeting at 9:50 P.M. was moved by Philpott. Seconded by Jans. 5 ayes

THE NEXT REGULAR MEETING WILL BE SEPTEMBER 4, 2024 AT 6:00 P.M.

ATTEST: _____, Clerk _____, Mayor
 Deb Hayes Dale Higgins